



ADVICE LETTER SUMMARY

ENERGY UTILITY



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

Company name/CPUC Utility No.: Clean Power Alliance of Southern California

Utility type:

☒ ELC ☐ GAS ☐ WATER
☐ PLC ☐ HEAT

Contact Person: C.C. Song

Phone #: 213 713 0363

E-mail: csong@cleanpoweralliance.org

E-mail Disposition Notice to: csong@cleanpoweralliance.org

EXPLANATION OF UTILITY TYPE

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

(Date Submitted / Received Stamp by CPUC)

December 15, 2022

Advice Letter (AL) #: 0020-E

Tier Designation: 2

Subject of AL: Amendment to Disadvantaged Communities Green Tariff Program Power Purchase Agreement

Keywords (choose from CPUC listing):

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

If AL submitted in compliance with a Commission order, indicate relevant Decision/Resolution #:

Decision 18-06-027, Resolution E-4999, and Resolution E-5102

Does AL replace a withdrawn or rejected AL? If so, identify the prior AL: N/A

Summarize differences between the AL and the prior withdrawn or rejected AL: N/A

Confidential treatment requested? ☒ Yes ☐ No

If yes, specification of confidential information: See Attachment B

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: Nancy Whang: nwhang@cleanpoweralliance.org

Resolution required? ☐ Yes ☒ No

Requested effective date:

No. of tariff sheets:

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

CPUC, Energy Division
Attention: Tariff Unit
505 Van Ness Avenue
San Francisco, CA 94102
Email: EDTariffUnit@cpuc.ca.gov

Name: C.C. Song
Title: Director of Regulatory Affairs
Utility Name: Clean Power Alliance of Southern California
Address: 801 S. Grand Ave., Ste 400
City: Los Angeles
State: California Zip: 90017
Telephone (xxx) xxx-xxxx: (213) 713-0363
Facsimile (xxx) xxx-xxxx:
Email: csong@cleanpoweralliance.org

Name: Francis Choi
Title: Senior Advisor, Regulatory Affairs
Utility Name: Clean Power Alliance of Southern California
Address: 801 S. Grand Ave., Ste 400
City: Los Angeles
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ENERGY Advice Letter Keywords

Affiliate	Direct Access	Preliminary Statement
Agreements	Disconnect Service	Procurement
Agriculture	ECAC / Energy Cost Adjustment	Qualifying Facility
Avoided Cost	EOR / Enhanced Oil Recovery	Rebates
Balancing Account	Energy Charge	Refunds
Baseline	Energy Efficiency	Reliability
Bilingual	Establish Service	Re-MAT/Bio-MAT
Billings	Expand Service Area	Revenue Allocation
Bioenergy	Forms	Rule 21
Brokerage Fees	Franchise Fee / User Tax	Rules
CARE	G.O. 131-D	Section 851
CPUC Reimbursement Fee	GRC / General Rate Case	Self Generation
Capacity	Hazardous Waste	Service Area Map
Cogeneration	Increase Rates	Service Outage
Compliance	Interruptible Service	Solar
Conditions of Service	Interutility Transportation	Standby Service
Connection	LIEE / Low-Income Energy Efficiency	Storage
Conservation	LIRA / Low-Income Ratepayer Assistance	Street Lights
Consolidate Tariffs	Late Payment Charge	Surcharges
Contracts	Line Extensions	Tariffs
Core	Memorandum Account	Taxes
Credit	Metered Energy Efficiency	Text Changes
Curtailable Service	Metering	Transformer
Customer Charge	Mobile Home Parks	Transition Cost
Customer Owned Generation	Name Change	Transmission Lines
Decrease Rates	Non-Core	Transportation Electrification
Demand Charge	Non-firm Service Contracts	Transportation Rates
Demand Side Fund	Nuclear	Undergrounding
Demand Side Management	Oil Pipelines	Voltage Discount
Demand Side Response	PBR / Performance Based Ratemaking	Wind Power
Deposits	Portfolio	Withdrawal of Service
Depreciation	Power Lines	



December 15, 2022

California Public Utilities Commission
Energy Division
Attention: Tariff Unit
505 Van Ness Avenue, 4th Floor
San Francisco, CA 94102-3298

CPA Advice Letter 0020-E

SUBJECT: Amendment to Disadvantaged Communities Green Tariff Program Power Purchase Agreement

PURPOSE

Pursuant to California Public Utilities Commission's ("Commission") Decision ("D.") 18-06-027¹ and Resolution E-5102², Clean Power Alliance of Southern California ("CPA") respectfully submits this Advice Letter ("AL") for approval of Amendment No. 1 to Power Purchase Agreement between CPA and Radiant BMT, LLC ("Seller"), dated as of December 2, 2022 ("Minneola Amendment"). The Minneola Amendment modifies the Renewable Power Purchase Agreement between CPA and Seller, dated as of September 3, 2021 ("Minneola PPA"), which resulted from CPA's initial Disadvantaged Communities Green Tariff ("DAC-GT") Request for Offer ("RFO").

CPA hereby submits this AL requesting approval of the Minneola Amendment that is attached hereto as follows:

Attachment A: Minneola Amendment

Attachment B: Confidentiality Declaration

Attachment C: 2021 DAC-GT and CSGT RFO Bid Information

Attachment D: CPA 2022 PPA Amendment Requests

¹ See D. 18-06-027 at pages 87-88.

² Resolution E-5102 at page 15, Ordering Paragraph (OP) 2.

BACKGROUND

On June 21, 2018, the Commission issued D.18-06-027 adopting three new programs to promote the installation of renewable generation among residential customers in DACs,³ as directed by the California Legislature in Assembly Bill (AB) 327 (Perea), Stats. 2013, ch 611. Pursuant to D.18-06-027, Community Choice Aggregators (“CCAs”) may develop and implement their own DAC-GT and CSGT programs.⁴ CCA programs must abide by all DAC-GT or Community Solar Green Tariff (“CSGT”) rules and requirements adopted in D. 18-06-027.⁵ The Decision provides that CCAs must file a Tier 3 advice letter to implement the CCA DAC-GT and CSGT programs and allows CCAs to combine DAC-GT and CSGT proposals into one Tier 3 advice letter.⁶

CPA filed its Tier 3 Advice Letter on December 27, 2019, to create DAC-GT and CSGT programs consistent with all provisions in D.18-06-027, D.18-10-007,⁷ Resolution E-4999, as well as guidance received from the Commission’s Energy Division. Subsequently, the Commission issued Resolution E-5102 on November 5, 2020, and approved CPA’s DAC-GT and CSGT program Advice Letter.

CPA launched its initial DAC-GT and CSGT RFOs on December 23, 2020 and accepted bids through March 15, 2021. CPA notified selected bidders on May 4, 2021, including Seller and subsequently entered into the Minneola PPA with Seller in connection with the DAC-GT program. Resolution E-5102 specifically requires CPA to “submit all executed Power Purchase Agreements via a Tier 2 Advice Letter for approval no later than 180 days following notification of selected bidders.”⁸ CPA submitted CPA Advice Letter 0010-E to the Commission on October 29, 2021 seeking approval of the Minneola PPA, which was accepted by the Commission via a disposition letter on November 23, 2021 with an effective date of November 29, 2021.

Since the Minneola PPA was executed, Seller approached CPA to propose revisions to certain commercial terms of the contract. CPA and Seller negotiated and modified terms to the Minneola PPA, which were included in the Minneola Amendment. The section below explains the rationale for the Minneola Amendments.

SUMMARY OF AMENDMENT PROCESS

Seller notified CPA that it would be unable to perform under the requirements of the Minneola PPA because changing market conditions made the commercial operation date and price under the

³ DACs are defined under D.18-06-027 as communities that are identified in the CalEnviroScreen 3.0 as among the top 25 percent of census tracts statewide, plus the census tracts in the highest five percent of CalEnviroScreen’s Pollution Burden that do not have an overall CalEnviroScreen score because of unreliable socioeconomic or health data.

⁴ D.18-06-027 at page 104, OP 17. The third program established by the Decision is the DAC-Single-family Affordable Solar Housing program which is to be managed by a statewide program administrator.

⁵ *Id.* at page 104, OP 17.

⁶ *Id.* at page 56, FN 36.

⁷ D.18-10-007 issued on October 18, 2018, corrected and clarified certain matters in the D.18-06-027 including application of the DAC-GT and CSGT customer bill discount and the definition of “5 miles” with regard to maximum distance between CSGT facilities and subscribing customers.

⁸ Resolution E-5102 at page 15, OP 3.

Minneola PPA no longer viable. In support of their request, Seller explained that it sees increased costs and potential for project delays due to several reasons, including these stated below:

- Module prices and availability were impacted by United States Customs and Border Patrol enforcement actions that halted import of solar modules from China subsequent to the passage of the Uyghur Forced Labor Prevention Act.
- Price impacts and delays related to the Department of Commerce's investigation into circumvention of anti-dumping duties and countervailing duties in relation to solar modules and cells from Cambodia, Malaysia, Thailand, and Vietnam.
- Continued supply chain constraints that delay equipment delivery schedules.

Seller has indicated that due to these changing market conditions, it would not be able to perform under the Minneola PPA without increasing the contract price and extending the expected commercial operation date and associated schedule milestones. In order to demonstrate the reasonableness of its requested price increase, Seller provided CPA with market analysis information from a third-party firm that illustrated power purchase agreement price increases from year to year for utility-scale solar projects that are consistent with Seller's requested price increase, despite the Minneola project not benefitting from the same economies of scale as larger projects.⁹

CPA has performed due diligence with respect to project developments and the requested adjustments to the project schedule, and the requested price increase remain under the Commission-determined price cap for DAC-GT projects.¹⁰ Seller's requested price increase is competitive with bids received by CPA for its 2021 DAC-GT and CSGT RFO, which launched on December 8, 2021 and had a bid deadline of June 1, 2022. In fact, the increased contract price requested by Seller is lower than the contract prices in all eight offers received by CPA in response to its 2021 DAC-GT and CSGT RFO, which is presented in Attachment C. CPA also conducted an analysis of power purchase agreements ("PPA") with counterparties that requested contract price increases and modifications to project milestone dates, including commercial operation dates. In addition to the request to amend the Minneola PPA, CPA executed multiple similar PPA amendments in 2022, which are presented in Attachment D. The concerns regarding cost increases, governmental trade actions, and supply chain constraints relayed by those PPA counterparties were factually similar to that offered by Seller for the Minneola Amendment. Seller's requested price increase and schedule delay is in line with the schedule delays and average price increase requested by PPA counterparties that resulted in PPA amendments as approved by CPA's Board of Directors.

CPA's Board of Directors reviewed the negotiated amendments to the Minneola PPA during its December 1, 2022 meeting and approved execution of the Minneola Amendment.

⁹ Seller provided the Q2 PPA Price Index Report Executive Summary and Q3 PPA Price Index Report Executive Summary from LevelTen Energy. The most recent update indicates an increase of 30.3% in PPA prices from year to year in the P25 solar index, the most competitive 25th percentile offer price.

¹⁰ Resolution E-4999 at pages 66-67, OP 1(dd).

REQUEST FOR COMMISSION APPROVAL

Under the Minneola Amendment, the modifications described therein will not take effect unless “CPUC Approval,” as defined in the Minneola PPA, is obtained within one hundred eighty days (180) following the Effective Date of the Minneola Amendment. To satisfy such requirement, CPA hereby requests that the Commission approve the Minneola Amendment through an Energy Division disposition within thirty (30) days of the filing of this AL.

CONFIDENTIALITY TREATMENT

CPA is seeking confidential treatment for Attachments A, C, and D attached hereto. The information for which CPA is seeking confidential treatment is identified in the Confidentiality Declaration attached hereto as Attachment B.

A public version of this AL and attachments is being served herewith.

TIER DESIGNATION

Pursuant to General Order (GO) 96-B, Energy Industry Rule 5.2 and Resolution E-5102, this advice letter is submitted with a Tier 2 designation (effective after 30 days).¹¹

EFFECTIVE DATE

This AL will become effective on January 14, 2023 the 30th calendar day after the date submitted.

NOTICE

Anyone wishing to protest this AL may do so by letter via U.S. Mail, facsimile, or electronically, any of which must be received by the Energy Division and CPA no later than 20 days after the date of this AL. Protests should be submitted to:

CPUC, Energy Division
Attention: Tariff Unit
505 Van Ness Avenue
San Francisco, CA 94102
Email: EDTariffUnit@cpuc.ca.gov

In addition, protests and all other correspondence regarding this AL should be sent by letter or transmitted electronically to the attention of:

¹¹ Resolution E-5102 at page 15, OP 3.

C.C. Song
Director of Regulatory Affairs
Clean Power Alliance of Southern California
801 S. Grand Ave., Suite 400
Los Angeles, CA 90017
Email: csong@cleanpoweralliance.org

Francis Choi
Senior Advisor, Regulatory Affairs
Clean Power Alliance of Southern California
801 S. Grand Ave., Suite 400
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There are no restrictions on who may file a protest, but the protest shall set forth specifically the grounds upon which it is based and shall be submitted expeditiously.

Pursuant to Resolution E-5174, this document will be submitted in electronic form only to EDTariffUnit@cpuc.ca.gov. In accordance with General Rule 4 of GO 96-B, CPA is serving copies of this AL to the interested parties shown on the R. 14-07-002 and A.16-07-015 service lists. For changes to these service lists, please contact the Commission's Process Office at (415) 703-2021 or by electronic mail at Process_Office@cpuc.ca.gov.

ATTACHMENT A

Minneola Amendment

AMENDMENT NO. 1 TO POWER PURCHASE AGREEMENT

This Amendment No. 1 (the “**Amendment**”) to the Agreement (as defined below), is dated as of December 2, 2022 (the “**Amendment Effective Date**”), between Clean Power Alliance of Southern California, a California joint powers authority (“**Buyer**”), and Radiant BMT, LLC, a California limited liability company (“**Seller**”). Seller and Buyer are each a “**Party**” and together the “**Parties**”.

RECITALS

- A. The Parties entered into that certain Renewable Power Purchase Agreement, dated as of September 3, 2021 (as may be further amended, amended and restated, supplemented or otherwise modified from time to time in accordance with the terms thereof, the “**Agreement**”).
- B. Seller has provided notice of facts or circumstances resulting in both cost increases and delays to the Milestone schedule, including delays in achieving Construction Start on or before the Guaranteed Construction Start Date and delays in achieving Commercial Operation on or before the Guaranteed Commercial Operation Date (“**GCOD**”).
- C. The Parties intend to resolve all matters with respect to both project costs and milestone delays by entering into this Amendment, on the terms set forth herein.
- D. This Amendment is subject to approval by the California Public Utilities Commission (“**CPUC**”).

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

- 1. Definitions. Capitalized terms used and not defined in this Amendment have the respective meanings assigned to them in the Agreement.
- 2. Amendments to the Agreement.
 - (a) In the Guaranteed Construction Start Date section of the Cover Sheet, the date “8/1/23” is deleted and replaced with “8/1/24”.
 - (b) In the Guaranteed Commercial Operation Date section of the Cover Sheet, the date “12/31/23” is deleted and replaced with “12/31/24”.
 - (c) In the Milestones table on the Cover Sheet, the dates for the following Milestones are replaced with the dates indicated below:

Milestone	Expected Date for Completion
Expected Construction Start Date	██████
Initial Synchronization	11/15/24
Expected Date of CAISO Commercial Operation	12/1/24
Expected Commercial Operation Date	12/31/24

- (d) The Contract Price table on the Cover Sheet is replaced in its entirety with the following table:

Contract Year	Contract Price (\$/MWh)
1 – 15	\$██████/MWh (flat) with no escalation

3. Condition Precedent to Amendment Effectiveness. Within ninety (90) days following the Amendment Effective Date, Buyer will submit this Amendment to the CPUC via an advice letter seeking CPUC Approval. “**CPUC Approval**” means a final and non-appealable order, decision, or disposition of the CPUC, without conditions or modifications unacceptable to the Parties, or either of them, which approves this Amendment in its entirety. CPUC Approval will be deemed to have occurred on the date that a CPUC order, decision, or disposition containing such findings becomes final and non-appealable. Seller agrees to actively support the advice letter, as reasonably requested by Buyer. If CPUC Approval of this Amendment is not obtained within one hundred eighty (180) days following the Amendment Effective Date, then this Amendment shall have no force or effect.

4. Limited Effect. Except as expressly provided in this Amendment, (a) all of the terms and provisions of the Agreement are and will remain in full force and effect and are hereby ratified and confirmed by the Parties, and (b) this Amendment will have no force and effect unless and until CPUC Approval is obtained. Without limiting the generality of the foregoing, the amendments contained herein will not be construed as an amendment to or waiver of any other provision of the Agreement or as a waiver of or consent to any further or future action on the part of either Party that would require the waiver or consent of the other Party. On and after the date of CPUC Approval, each reference in the Agreement to “this Agreement,” “the Agreement,” “hereunder,” “hereof,” “herein” or words of like import will mean and be a reference to the Agreement as amended by this Amendment.

5. Miscellaneous.

- (a) This Amendment is governed by and construed in accordance with, the laws of the State of California, without regard to the conflict of laws provisions of such State.

- (b) This Amendment shall inure to the benefit of and be binding upon each of the Parties and each of their respective successors and permitted assigns.
- (c) The headings in this Amendment are for reference only and do not affect the interpretation of this Amendment.
- (d) This Amendment may be executed in counterparts, each of which is deemed an original, but all of which constitutes one and the same agreement. Delivery of an executed counterpart of this Amendment electronically or by facsimile shall be effective as delivery of an original executed counterpart of this Amendment.
- (e) This Amendment constitutes the sole and entire agreement between the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.
- (f) Each Party shall pay its own costs and expenses in connection with this Amendment (including the fees and expenses of its advisors, accounts and legal counsel).

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed this Amendment effective as of the date first written above.

“SELLER:”

Radiant BMT, LLC

By: Todd Thorner

Printed Name: Todd Thorner

Title: Manager

“BUYER:”

CLEAN POWER ALLIANCE OF SOUTHERN CALIFORNIA

By: Ted Bardacke

Printed Name: Ted Bardacke

Title: Chief Executive Officer

ATTACHMENT B

Confidentiality Declaration

CLEAN POWER ALLIANCE OF SOUTHERN CALIFORNIA
DECLARATION OF MATTHEW LANGER IN SUPPORT OF CONFIDENTIAL TREATMENT

I, Matthew Langer, declare as follows:

1. I am an officer representing the Clean Power Alliance of Southern California (“CPA”) in this matter. I am authorized to make this declaration on behalf of CPA. The statements in this declaration are based on my knowledge, information, or belief.
2. I have reviewed or caused to be reviewed CPA’s Amendment No. 1 to Power Purchase Agreement between CPA and Radiant BMT, LLC, dated December 2, 2022 (“Minneola Amendment”). I have also reviewed or caused to be reviewed CPA’s Advice Letter 0020-E (“Advice Letter”), dated as of the date hereof.
3. Those portions of the confidential Minneola Amendment and Advice Letter identified in Table 1 below and marked in dark gray in the attached file (“Confidential PPA Information”) (Confidential PPA Information shall be referred to as “CPA Confidential Information”) are eligible for confidential treatment and protection. CPA provides a public version (fully redacted) and a confidential version (with the gray highlights) of the CPA Confidential Information.

Table 1: Identification of Confidential PPA Information

PPA Contract Information	Type of Data	Matrix Category
<ul style="list-style-type: none">• Contract Price• Milestone dates related to Expected Construction Start Date	<ul style="list-style-type: none">• Contract Price• Milestone Dates	C) Bilateral Contracts

4. CPA requests that the Confidential PPA Information be kept under seal, exempt from disclosure, and withheld pursuant to Commission General Order 66-D; Public Utilities Code Section 583; California Government (“Govt.”) Code Section 6255; Govt. Code 6245(k), Evidence Code Section 1060, and Civil Code Section 3254, et seq, as well as Decision (“D.”) 06-06-066 and D.08-04-023 and the Matrix of Allowed Confidential Treatment for Energy Service Provider Data (“ESP Matrix”) attached as Appendix B to the latter decision, as explained below.
5. The CPA Confidential Information for which CPA requests confidential treatment and thereby protection from public disclosure are the types of information and correspond to a category or categories specified in D.06-06-066 and D.08-04-023 and the ESP Matrix.
6. In addition to the ESP Matrix and D.06-06-066/D.08-04-023, the CPA Confidential Information contains confidential and market-sensitive information, and disclosure of this information would place CPA and its counterparties at a market disadvantage, including through the release of proprietary or trade secret information. Therefore, the CPA Confidential Information are exempt from public disclosure under Govt. Code Section 6245(k), Evidence Code Section 1060, and Civil Code Section 3254, et seq.
7. The CPA Confidential Information is also exempt under Govt. Code Section 6255 because publicly releasing this information could provide market participants and market competitors insight into CPA’s procurement position and strategy, which would unfairly undermine or undercut CPA’s bargaining power. The harm to CPA’s bargaining power could impact CPA’s rates and customers leading to harm to the public. Therefore, the public interest in not disclosing this information outweighs the public interest in disclosure.

8. The data for which CPA is claiming confidentiality is not already public.
9. The confidentiality of the data for which CPA is claiming confidentiality would not be compromised if it were first aggregated with the equivalent data of all other load serving entities before being made public. Other than by the aforesaid process, the data cannot be aggregated, redacted, summarized, masked, or otherwise protected in a way that allows partial disclosure.
10. CPA requests that all Confidential information be kept confidential and exempt from disclosure in accordance with Commission General Order 66-D and pursuant to the California Public Records Act.

Declared under penalty of perjury that the aforesaid is true of my knowledge, information, or belief.

Dated: December 15, 2022

/s/ Matthew Langer

Matthew Langer

Chief Operating Officer

Clean Power Alliance of Southern California










801 S. Grand Ave., Ste. 400

Los Angeles, CA 90017

(213) 713-7012

ATTACHMENT C

2021 DAC-GT and CSGT RFO Bid Information

Developer	Program	Project Name	Capacity (MW)	Technology		COD
Pivot	CSGT	Beverly	0.265	Solar PV - Rooftop		12/1/2023
Pivot	CSGT	San Gabriel	0.240	Solar PV - Rooftop		12/1/2023
Prologis	DAC-GT	Dominguez	0.960	Solar PV - Rooftop		6/30/2023
Prologis	DAC-GT	El Segundo	0.640	Solar PV - Rooftop		6/30/2023
Prologis	DAC-GT	Wilmington 1	1.800	Solar PV - Rooftop		6/30/2023
Prologis	DAC-GT	Wilmington 2	0.600	Solar PV - Rooftop		6/30/2023
Prologis	DAC-GT	Workman	1.920	Solar PV - Rooftop		6/30/2023
RNA	DAC-GT	RED-A	4.000	Solar PV - Groundmount		8/1/2023

ATTACHMENT D

CPA 2022 PPA Amendment Requests

Project Name	Resource Type	Generation MW	Storage MW		Original COD	Amended COD
Arlington	Solar + Storage	233	132		12/31/22	12/1/23
Daggett 3	Solar + Storage	123	61.5		3/31/23	12/1/23
Rexford	Solar + Storage	300	240		10/1/23	12/31/24
Chalan	Solar + Storage	64.9	40		12/31/23	12/31/24
Daggett 2	Solar + Storage	65	52		10/1/2023	N/A
Arica	Solar + Storage	93.5	71		12/1/23	6/1/24
Desert Quartzite	Solar + Storage	300	150		3/1/24	3/1/25
Estrella	Solar + Storage	56	28	N/A	12/31/22	12/31/23
Resurgence	Solar + Storage	48	40	N/A	3/31/23	6/1/23