

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

Application of Pacific Gas and Electric Company )  
(U 39E) for Expedited Approval of the )  
Power Purchase Agreement with the ) Application No.  
Nevada Irrigation District and for Authority )  
To Recover the Costs of the Agreement in Rates )  
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**MOTION OF  
PACIFIC GAS AND ELECTRIC COMPANY (U 39 E)  
FOR LEAVE TO FILE CONFIDENTIAL MATERIAL UNDER SEAL  
CONSISTENT WITH THE CONFIDENTIALITY PROTECTIONS  
OF DECISION 06-06-066 AND PUBLIC UTILITIES CODE § 583**

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Dated: June 20, 2012

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**I. SUMMARY OF RELIEF REQUESTED.**

Pursuant to Rule 11.4 of the Commission’s Rules of Practice and Procedure (“Rules”), Law and Motion Resolution A LJ-164, Decision (“D.”) 08 -04-023 and Public Utilities Code Section 583 (“Section 583”), Pacific Gas and Electric Company (“PG&E”) files this Motion for Leave to F ile confidential energy procurement information under seal. The material PG&E seeks to protect is included in the confidential, unredacted version of the *Application of Pacific Gas and Electric Company (U 39 E) for Approval of the Power Purchase Agreement With Nevada Irrigation District and for Authority to Recover the Costs of the Agreement in Rates* (“Application”) that PG&E is filing concurrently with this Motion.

**II. THE MATERIALS PG&E SEEKS TO FILE UNDER SEAL ARE PROTECTED UNDER CONFIDENTIALITY RULES THE COMMISSION ESTABLISHED IN D.06-06-066.**

Section 583 provides that, “[n]o information furnished to the commission by a public utility. . . except those matters specifically required to be open to public inspection by this part,

shall be open to public inspection or made public except on order of the commission, or by the commission or commissioner in the course of a hearing or proceeding.”

In D.06-06-066 the Commission adopted rules and procedures governing the submission of confidential energy procurement information to the Commission. Appendix I of D.06 -06-066 provides the Commission’s matrix governing the confidentiality of energy procurement data provided by Investor-Owned Utilities (“IOUs”). D.06-06-066 instructed practitioners to look to confidentiality statutes such as Section 454.5(g), General Order (“GO”) 66 -C, and the Commission Rules on which to base an assertion of confidentiality.<sup>1</sup>

In its subsequent decision on the issue of confidentiality, D.08 -04-023, the Commission required that material formally filed with the Commission for which an IOU seeks confidential treatment must be accompanied by a Motion. In its Motion the IOU must establish:

1. That the material it is submitting constitutes a particular type of data listed in the Matrix;
2. The category or categories in the Matrix to which the data correspond;
3. That it is complying with the limitations on confidentiality specified in the Matrix for that type of data;
4. That the information is not already public; and
5. That the data cannot be aggregated, redacted, summarized, masked or otherwise protected in a way that allows partial disclosure.<sup>1</sup>

In addition, a party may seek confidential treatment of data not included in the Matrix pursuant to General Order (“GO”) 66-C by filing a motion pursuant to Resolution ALJ-164.<sup>2</sup>

Attached hereto and incorporated herein by reference is a table that: (1) describes the material for which PG&E seeks confidential treatment; (2) states whether PG&E seeks

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<sup>1</sup> D.06-06-066, at page 28.

<sup>2</sup> D.06-06-066, Ordering Paragraphs 3 and 4.



**Identification of Confidential Information Included in the  
Application for Approval of a Power Purchase Agreement with Nevada Irrigation District  
Filed by Pacific Gas and Electric Company (“PG&E”) on June 19, 2012**

Redaction Reference	(1) The material submitted constitutes a particular type of data listed in the Matrix, appended as Appendix 1 to D.06-06-066 (Y/N)	(2) Which category or categories in the Matrix the data correspond to:	(3) That it is complying with the limitations on confidentiality specified in the Matrix for that type of data (Y/N)	(4) That the information is not already public (Y/N)	(5) The data cannot be aggregated, redacted, summarized, masked or otherwise protected in a way that allows partial disclosure (Y/N)	PG&E’s Justification for Confidential Treatment	Length of Time
<b>Appendix A Contract Summary and Analysis</b>	Y	Item VI B) Utility Bundled Net Open (Long or Short) Position for Energy (MWh).  Item VII B) Contracts and power purchase agreements between utilities and non- affiliated third parties.  Item VII G) Renewable	Y	Y	Y	Individual contract information, such as price, other key terms, and descriptive information for the PPA are protected from disclosure by Item VII B) in the IOU Matrix. This Appendix describes the Power Purchase Agreement (“PPA”) terms that contain market-sensitive information, analyzes the effect of the PPA on PG&E’s RPS procurement goals, and describes the products, operations, performance, and conditions of delivery of an electric generating facility for which PG&E would be willing to pay a certain price. Disclosure of this information would provide valuable market sensitive information to potential sellers and affect the price for electricity that PG&E must pay in subsequent procurement situations.  The PPA is subject to a confidentiality agreement between the parties which prohibits either party from making an unauthorized disclosure of the	Information covered under Items VI B), VII B) and VII G), remain confidential for three years following the initial delivery date of the submitted PPA.

Redaction Reference	(1) The material submitted constitutes a particular type of data listed in the Matrix, appended as Appendix 1 to D.06-06-066 (Y/N)	(2) Which category or categories in the Matrix the data correspond to:	(3) That it is complying with the limitations on confidentiality specified in the Matrix for that type of data (Y/N)	(4) That the information is not already public (Y/N)	(5) The data cannot be aggregated, redacted, summarized, masked or otherwise protected in a way that allows partial disclosure (Y/N)	PG&E's Justification for Confidential Treatment	Length of Time
		Resource Contracts under RPS program - Contracts without SEPs.				information within the PPA. The description of the PPA in the Appendix consists only of information that is commercially sensitive and has not been previously released. This Appendix also analyzes the PPA's contribution toward PG&E's compliance with California's Renewables Portfolio Standard ("RPS") program and discusses non-performance scenarios. This information is protected from disclosure by Items VI B) and VII G) in the IOU Matrix. Disclosure of this information would provide valuable market sensitive information to competitors.	
<b>Appendix B1</b> <b>Power Purchase Agreement Confidential Version</b>	Y	Item VII B) Contracts and power purchase agreements between utilities and non-affiliated third parties.  Item VII G) Renewable Resource Contracts under RPS	Y	Yes. A redacted version of the PPA has been provided to the public, because the seller is a public entity subject to the Ralph Brown Open	Y	This Appendix consists of the unredacted, confidential version of the PPA for which PG&E seeks approval in the Application. Although the entire PPA is protected from disclosure by IOU Matrix Item VII B,  The only difference between the public version of the PPA and the version for which PG&E seeks confidentiality protection is that the confidential version displays the products, operations, performance, and conditions of delivery of an electric generating facility for which PG&E would be willing to pay a certain price and assume	Contracts remain confidential for three years following the date of initial deliveries.

Redaction Reference	(1) The material submitted constitutes a particular type of data listed in the Matrix, appended as Appendix 1 to D.06-06-066 (Y/N)	(2) Which category or categories in the Matrix the data correspond to:	(3) That it is complying with the limitations on confidentiality specified in the Matrix for that type of data (Y/N)	(4) That the information is not already public (Y/N)	(5) The data cannot be aggregated, redacted, summarized, masked or otherwise protected in a way that allows partial disclosure (Y/N)	PG&E's Justification for Confidential Treatment	Length of Time
		program - Contracts without SEPs		Meeting Act (Govt. Code Section 54950 et seq.)		reciprocal obligations. Disclosure of this information would provide valuable market sensitive information to potential sellers and would affect the price for electricity that PG&E must pay in subsequent procurement situations. Individual contract information, such as price, other key terms, and descriptive information for the PPA are protected from disclosure by Item VII B) and Item VII G) in the IOU Matrix.	
<b>Appendix C1 Independent Evaluator Report – Confidential Version</b>	Y See also: General Order 66-C, Section 2.4. Confidentiality Agreement executed by PG&E and NID prior to the commencement of negotiations.	Item VII B) Contracts and power purchase agreements between utilities and non-affiliated third parties. Item VII G) Renewable Resource Contracts under RPS program - Contracts without SEPs.	Y	Y	Y	<i>The Independent Evaluator's</i> report analyzes key information, such as price, the effect of the PPA on PG&E's RPS procurement goals, the products, operations, performance, and conditions of delivery of an electric generating facility for which PG&E would pay a certain price, and determines whether the transaction merits Commission approval. Disclosure of this information would provide valuable market sensitive information to potential sellers and affect the price for electricity that PG&E must pay in subsequent procurement situations.  In addition, the disclosure of the terms at which NID, which a public agency, is willing to sell its product would harm the public interest in	Documents containing information covered under Items VII B), VII G) and VI B), remain confidential for three years after initial delivery



Redaction Reference	(1) The material submitted constitutes a particular type of data listed in the Matrix, appended as Appendix 1 to D.06-06-066 (Y/N)	(2) Which category or categories in the Matrix the data correspond to:	(3) That it is complying with the limitations on confidentiality specified in the Matrix for that type of data (Y/N)	(4) That the information is not already public (Y/N)	(5) The data cannot be aggregated, redacted, summarized, masked or otherwise protected in a way that allows partial disclosure (Y/N)	PG&E's Justification for Confidential Treatment	Length of Time
		Item VI B) Utility Bundled Net Open (Long or Short) Position for Energy (MWh).				<p>maximizing public revenues. Thus, the value of the transaction is also entitled to protection against public disclosure under the Public Records Act, in accordance with GO 66-C section 2.4.</p> <p>The Independent Evaluator describes and analyzes the parties' negotiations to determine whether the process was fair and reports his finding to the Commission. The PPA is subject to a confidentiality agreement between the parties which prohibits either party from making an unauthorized disclosure of communications during the negotiation process and the information within the PPA. PG&amp;E is required to protect the IE report against disclosure under the terms of the confidentiality agreement between the parties.</p>	date.
						<p>This Appendix also analyzes the PPA's contribution toward PG&amp;E's compliance with California's Renewables Portfolio Standard ("RPS") program and assesses the Project's viability. This information is protected from disclosure by Items VI B) and VII G) in the IOU Matrix. Disclosure of this information would provide valuable market sensitive information to competitors.</p>	



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Application No.

**[PROPOSED]  
RULING**

In accordance with its Rules of Practice and Procedure, the California Public Utilities Commission (“Commission”) has considered the Motion of Pacific Gas and Electric Company for Leave to File Confidential Material Under Seal, filed June 19, 2012 in this proceeding (“Motion”). The Commission rules as follows:

1. PG&E’s Motion is granted. The protected materials in the confidential, unredacted version of Application of Pacific Gas and Electric Company (U 39E) for Approval of the Power Purchase Agreement With Nevada Irrigation District and for Authority to Recover the Costs of the Agreement in Rates (“Application”) are described in the table attached to the Motion.

2. The confidential, unredacted version of this information shall remain under seal, and shall not be made accessible or disclosed to anyone other than the Commission and its staff except on the further order or ruling of the Commission, the Assigned Commissioner, the Assigned Administrative Law Judge (“ALJ”), or the ALJ then designated as Law and Motion Judge.

Dated \_\_\_\_\_, 2012 at San Francisco, California

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**ADMINISTRATIVE LAW JUDGE**