



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

**FILED**

01-04-11  
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Application of Pacific Gas and Electric Company for Approval of Agreements Related to the Novation of the California Department of Water Resources Agreement with GWF Energy LLC, Power Purchase Agreement with GWF Energy II LLC, and Associated Cost Recovery (U39E).

**Application 09-10-022  
(Filed October 16, 2009)**

Application of Pacific Gas and Electric Company for Approval of the Novation of the California Department of Water Resources Agreements Related to the Calpine Transaction, and Associated Cost Recovery (U39E).

**Application 09-10-034  
(Filed October 30, 2009)**

**CORRECTED RESPONSE  
TO REQUEST OF  
ASSIGNED ADMINISTRATIVE LAW JUDGE  
FOR INITIAL DATE OF PROTECTED PERIOD FOR  
CONFIDENTIAL MATERIAL**

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Attorneys for  
PACIFIC GAS AND ELECTRIC COMPANY

Dated: January 4, 2011

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

Application of Pacific Gas and Electric Company for Approval of Agreements Related to the Novation of the California Department of Water Resources Agreement with GWF Energy LLC, Power Purchase Agreement with GWF Energy II LLC, and Associated Cost Recovery (U39E).

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**Application 09-10-034  
(Filed October 30, 2009)**

**CORRECTED RESPONSE  
TO REQUEST OF  
ASSIGNED ADMINISTRATIVE LAW JUDGE  
FOR INITIAL DATE OF PROTECTED PERIOD FOR  
CONFIDENTIAL MATERIAL**

In an e-mail issued on November 8, 2010, Administrative Law Judge (“ALJ”) Kenney directed Pacific Gas and Electric Company (“PG&E”) to file a document explaining the confidentiality of material that PG&E and DRA have sought to protect in six separate motions to place confidential portions of their notices of *ex parte* contact under seal. The “Response to Request of Assigned Administrative Law Judge for Initial Date of Protected Period for Confidential Material” was filed and served on December 9, 2010. An inadvertent error in Attachment 2 of the filing was discovered; the charts labeled “Items 2, 4, and 7”, which refer to PG&E’s presentation of “Customer Net Value”, inadvertently included a column labeled “Contra

Costa”. That column should have provided information concerning “Note 2” instead. The attached version of Attachment 2 provides the missing information and supersedes the original Attachment 2 that was filed on December 9, 2010. PG&E regrets any inconvenience that this oversight may have caused the parties.

DATED: January 4, 2011

EVELYN C. LEE  
CHARLES R. MIDDLEKAUFF

By: \_\_\_\_\_ /S/ \_\_\_\_\_  
**EVELYN C. LEE**

PACIFIC GAS AND ELECTRIC COMPANY  
P. O. Box 7442  
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E-Mail: ECL8@pge.com

Attorneys for  
PACIFIC GAS AND ELECTRIC COMPANY

**CERTIFICATE OF SERVICE  
BY ELECTRONIC MAIL**

I, the undersigned, state that I am a citizen of the United States and am employed in the City and County of San Francisco; that I am over the age of eighteen (18) years and not a party to the within cause; and that my business address is Pacific Gas and Electric Company, Law Department B30A, 77 Beale Street, San Francisco, CA 94105.

On the 4<sup>th</sup> day of January, 2011, I caused to be served a true copy of:

**CORRECTED RESPONSE  
TO REQUEST OF  
ASSIGNED ADMINISTRATIVE LAW JUDGE  
FOR INITIAL DATE OF PROTECTED PERIOD FOR  
CONFIDENTIAL MATERIAL**

**[XX] By Electronic Mail:** By serving the enclosed, via e-mail transmission, to each of the parties listed on the official Electronic Service List for CPUC Docket No's. A.09-10-022 and A.09-10-034.

I certify and declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on this 4<sup>th</sup> day of January, 2011 at San Francisco, California.

\_\_\_\_\_  
/S/  
**ELIZABETH J. DIAMOND**

**ATTACHMENT 2  
CORRECTED**

Item #1

<b>Supplement to Motion of PG&amp;E for Leave to File Confidential Material Under Seal dated July 13, 2010, re-filed 7/22/10.</b>							
<b>Subject</b>	<b>Notice of 07/08/10 Ex Parte Meeting with Andy Campbell - Slide 7</b>						
<b>Purpose of Supplement</b>	<b>Specification of Period During Which Confidential Material Should Remain Under Seal</b>						
Confidential Material	Contract terms other than terms designated as public by Matrix Item VII (B), i.e. Heat rate, ramp rate, start time, maximum operating hours, maximum starts per year, and ancillary service.						
Protected under both Matrix Categories VII (B) and VIII (B)	These contract terms fall within Category VII B – “Bilateral Contract Terms and Conditions, contracts and power purchase agreements between utilities and non-affiliated third parties.” The associated projects participated in PG&E’s 2008 Long Term Request for Offers. Project-specific contract terms are presented in tabular form to enable a comparison of the projects. When presented in this manner, the contract terms also fall within Category VIII (B) -- “Competitive Solicitation Information, specific quantitative analysis involved in scoring and evaluation of participating bids, particularly cost, delivery characteristics and portfolio fit.” Accordingly, this information should be protected for the longer of the time periods provided by the Matrix Categories.						
Name of Project:	Mariposa	Oakley Generating Station (Amended PPA pending Commission approval)	Marsh Landing	GWF Tracy	Los Esteros	Russell City	Contra Costa 6
Location of information	Line 1	Line 2	Line 3	Line 4	Line 5	Line 6	Line 7
VII B: Contract provisions that specify when deliveries begin	“Expected Initial Delivery Date” 11.2 (b)(xiv) provides a date, but the “Initial Delivery Date” 11.3 lists contingencies	“Guaranteed Commercial Availability Date” under item 3 in the “Amendment to Purchase and Sale Agreement” filed 08/23/10	“Expected Initial Delivery Date” 11.2(b) (xi) provides a date, but the “Initial Delivery Date” 11.3 lists contingencies	“Expected Initial Delivery Date” 11.2(b) (xvi) provides a date, but the “Initial Delivery Date” 11.3 lists contingencies	“Expected Initial Delivery Date” 11.2(b) (xvii) provides a date, but the “Initial Delivery Date” 11.3 lists contingencies	“Expected Initial Delivery Date” 11.2(c)(xi) provides a date, but the “Initial Delivery Date” 11.3 lists contingencies	The “Delivery Term” begins as stated in 2.1(2) of the PPA.

	that must be satisfied before initial deliveries begin.		that must be satisfied before initial deliveries begin.	that must be satisfied before initial deliveries begin.	that must be satisfied before initial deliveries begin.	that must be satisfied before initial deliveries begin.	
VII B: Contract provisions that specify when deliveries end	10 year term per section 2.1	N/A because PG&E will own the generating facility	10 year term per section 2.1	Section 1.1 specifies "Termination Date"			
Expected Initial Delivery Date	7/1/12	6/1/16	5/20/13	6/1/12	7/1/13	6/1/13	11/1/11
Expected Delivery End Date	6/30/22	N/A	5/19/23	5/31/22	6/30/23	5/31/23	4/30/13
VIII B: When bid was "selected", i.e., date on which PG&E filed its application for CPUC approval of the contract	A.09-04-001 04/01/09	A.09-09-021 09/30/09	A.09-09-021 09/30/09	A.09-10-022 10/16/09	A.09-10-034 10/30/09	A.08-09-010 09/10/08	A.09-09-021 9/30/09
Beginning of protected period	04/01/09	09/30/09	09/30/09	10/16/09	10/30/09	09/10/08	09/30/09
End of protected period	06/30/15 or date thereafter depending on contingencies that determine the Initial Delivery Date	09/29/12 if Amended PPA is rejected by Commission, 5/31/19 if approved by Commission	5/19/16 or date thereafter depending on contingencies that determine the Initial Delivery Date	5/31/15 or date thereafter depending on contingencies that determine the Initial Delivery Date	6/30/16 or date thereafter depending on contingencies that determine the Initial Delivery Date	5/31/16 or date thereafter depending on contingencies that determine the Initial Delivery Date	4/30/14, one year after Termination Date.

Item #2

<b>Supplement to Motion of PG&amp;E for Leave to File Confidential Material Under Seal dated July 13, 2010, re-filed 7/22/10.</b>							
<b>Subject</b>	<b>Notice of 07/08/10 Ex Parte Meeting with Andy Campbell - Slide 8</b>						
<b>Purpose of Supplement</b>	<b>Specification of Period During Which Confidential Material Should Remain Under Seal</b>						
Confidential Material	Customer Net Value						
Protected under both Matrix Categories VII (B) and VIII (B)	The Customer Net Value falls within Category VIII (B) Competitive Solicitation Information, specific quantitative analysis involved in scoring and evaluation of participating bids. Customer Net Value, also referred to as the "Market Value", quantifies the economic value of the transaction to PG&E's customers by, among other things, summing the net expenditures under the PPA, levelizing them, and performing a net present value analysis of the PPA cost against PG&E's other market alternatives. Customer Net Value also falls within Category VII (B) of the Matrix. Analysis of the Customer Net Value in terms of expected deliveries, length of contract, and online date, which are public terms, would reveal the contract price, which is a confidential term. Therefore, Customer Net Value should be protected under both categories, for the longer of the time periods provided by the Matrix Categories.						
Name of Project:	Mariposa	Oakley Generating Station (Amended PPA pending Commission approval)	Marsh Landing	GWF Tracy	Los Esteros	Russell City	Note 2
Location of information	Line 2	Line 3	Line 1	Line 4	Line 5	Line 6	Last Line
VII B: Contract provisions that specify when deliveries begin	"Expected Initial Delivery Date" 11.2 (b)(xiv) provides a date, but the "Initial Delivery Date" 11.3 lists contingencies that must be satisfied	"Guaranteed Commercial Availability Date" under item 3 in the "Amendment to Purchase and Sale Agreement" filed 08/23/10	"Expected Initial Delivery Date" 11.2(b) (xi) provides a date, but the "Initial Delivery Date" 11.3 lists contingencies that must be satisfied	"Expected Initial Delivery Date" 11.2(b) (xvi) provides a date, but the "Initial Delivery Date" 11.3 lists contingencies that must be satisfied	"Expected Initial Delivery Date" 11.2(b) (xvii) provides a date, but the "Initial Delivery Date" 11.3 lists contingencies that must be satisfied	"Expected Initial Delivery Date" 11.2(c)(xi) provides a date, but the "Initial Delivery Date" 11.3 lists contingencies that must be satisfied	The redacted net values relate to "the entire units for each novation". The PPAs subject to novation are GWF Tracy and Los Esteros. Accordingly,

	before initial deliveries begin.		before initial deliveries begin.	before initial deliveries begin..	before initial deliveries begin.	before initial deliveries begin.	see information for GWF Tracy and Los Esteros in adjacent columns 4 & 5.
VII B: Contract provisions that specify when deliveries end	10 year term per section 2.1	N/A because PG&E will own the generating facility	10 year term per section 2.1	See above			
Expected Initial Delivery Date	7/1/12	6/1/16	5/20/13	6/1/12	7/1/13	6/1/13	See above
Expected Delivery End DAtE	6/30/22	N/A	5/19/23	5/31/22	6/30/23	5/31/23	See above
VIII B: When bid was "selected", i.e., date on which PG&E filed its application for CPUC approval of the contract	A.09-04-001 04/01/09	A.09-09-021 09/30/09	A.09-09-021 09/30/09	A.09-10-022 10/16/09	A.09-10-034 10/30/09	A.08-09-010 09/10/08	See above
Beginning of protected period	04/01/09	09/30/09	09/30/09	10/16/09	10/30/09	09/10/08	See above
End of protected period	06/30/15 or date thereafter depending on contingencies that determine the Initial Delivery Date	09/29/12 if Amended PPA is rejected by Commission, 5/31/19 if approved by Commission	5/19/16 or date thereafter depending on contingencies that determine the Initial Delivery Date	5/31/15 or date thereafter depending on contingencies that determine the Initial Delivery Date	6/30/16 or date thereafter depending on contingencies that determine the Initial Delivery Date	5/31/16 or date thereafter depending on contingencies that determine the Initial Delivery Date	See above

Item #3

<b>Supplement to Motion of PG&amp;E for Leave to File Confidential Material Under Seal dated July 13, 2010, re-filed 7/22/10.</b>							
<b>Subject</b>	<b>Notice of 07/08/10 Ex Parte Meeting with Karl Meeusen - Slide 7</b>						
<b>Purpose of Supplement</b>	<b>Specification of Period During Which Confidential Material Should Remain Under Seal</b>						
Confidential Material	Contract terms other than terms designated as public by Matrix Item VII (B), i.e. Heat rate, ramp rate, start time, maximum operating hours, maximum starts per year, and ancillary service.						
Protected under both Matrix Categories VII (B) and VIII (B)	These contract terms fall within Category VII B – “Bilateral Contract Terms and Conditions, contracts and power purchase agreements between utilities and non-affiliated third parties.” The associated projects participated in PG&E’s 2008 Long Term Request for Offers. Project-specific contract terms are presented in tabular form to enable a comparison of the projects. When presented in this manner, the contract terms also fall within Category VIII (B) -- “Competitive Solicitation Information, specific quantitative analysis involved in scoring and evaluation of participating bids, particularly cost, delivery characteristics and portfolio fit.” Accordingly, this information should be protected for the longer of the time periods provided by the Matrix Categories...						
Name of Project:	Mariposa	Oakley Generating Station (Amended PPA pending Commission approval)	Marsh Landing	GWF Tracy	Los Esteros	Russell City	Contra Costa 6
Location of information	Line 1	Line 2	Line 3	Line 4	Line 5	Line 6	Line 7
VII B: Contract provisions that specify when deliveries begin	“Expected Initial Delivery Date” 11.2 (b)(xiv) provides a date, but the “Initial Delivery Date” 11.3 lists contingencies that must be satisfied	“Guaranteed Commercial Availability Date” under item 3 in the “Amendment to Purchase and Sale Agreement” filed 08/23/10	“Expected Initial Delivery Date” 11.2(b) (xi) provides a date, but the “Initial Delivery Date” 11.3 lists contingencies that must be satisfied	“Expected Initial Delivery Date” 11.2(b) (xvi) provides a date, but the “Initial Delivery Date” 11.3 lists contingencies that must be satisfied	“Expected Initial Delivery Date” 11.2(b) (xvii) provides a date, but the “Initial Delivery Date” 11.3 lists contingencies that must be satisfied	“Expected Initial Delivery Date” 11.2(c)(xi) provides a date, but the “Initial Delivery Date” 11.3 lists contingencies that must be satisfied	The “Delivery Term” begins as stated in 2.1(2) of the PPA.

	before initial deliveries begin.		before initial deliveries begin.	before initial deliveries begin..	before initial deliveries begin.	before initial deliveries begin.	
VII B: Contract provisions that specify when deliveries end	10 year term per section 2.1	N/A because PG&E will own the generating facility	10 year term per section 2.1	Section 1.1 specifies "Termination Date"			
Expected Initial Delivery Date	7/1/12	6/1/16	5/20/13	6/1/12	7/1/13	6/1/13	11/1/11
Expected Delivery End DAte	6/30/22	N/A	5/19/23	5/31/22	6/30/23	5/31/23	4/30/13
VIII B: When bid was "selected", i.e., date on which PG&E filed its application for CPUC approval of the contract	A.09-04-001 04/01/09	A.09-09-021 09/30/09	A.09-09-021 09/30/09	A.09-10-022 10/16/09	A.09-10-034 10/30/09	A.08-09-010 09/10/08	A.09-09-021 9/30/09
Beginning of protected period	04/01/09	09/30/09	09/30/09	10/16/09	10/30/09	09/10/08	09/30/09
End of protected period	06/30/15 or date thereafter depending on contingencies that determine the Initial Delivery Date	09/29/12 if Amended PPA is rejected by Commission, 5/31/19 if approved by Commission	5/19/16 or date thereafter depending on contingencies that determine the Initial Delivery Date	5/31/15 or date thereafter depending on contingencies that determine the Initial Delivery Date	6/30/16 or date thereafter depending on contingencies that determine the Initial Delivery Date	5/31/16 or date thereafter depending on contingencies that determine the Initial Delivery Date	4/30/14, one year after Termination Date.

Item #4

<b>Supplement to Motion of PG&amp;E for Leave to File Confidential Material Under Seal dated July 13, 2010, re-filed 7/22/10.</b>							
<b>Subject</b>	<b>Notice of 07/08/10 Ex Parte Meeting with Karl Meeusen - Slide 8</b>						
<b>Purpose of Supplement</b>	<b>Specification of Period During Which Confidential Material Should Remain Under Seal</b>						
Confidential Material	Customer Net Value						
Protected under both Matrix Categories VII (B) and VIII (B)	The Customer Net Value falls within Category VIII (B) Competitive Solicitation Information, specific quantitative analysis involved in scoring and evaluation of participating bids. Customer Net Value, also referred to as the "Market Value", quantifies the economic value of the transaction to PG&E's customers by, among other things, summing the net expenditures under the PPA, levelizing them, and performing a net present value analysis of the PPA cost against PG&E's other market alternatives. Customer Net Value also falls within Category VII (B) of the Matrix. Analysis of the Customer Net Value in terms of expected deliveries, length of contract, and online date, which are public terms, would reveal the contract price, which is a confidential term. Therefore, Customer Net Value should be protected under both categories, for the longer of the time periods provided by the Matrix Categories..						
Name of Project:	Mariposa	Oakley Generating Station (Amended PPA pending Commission approval)	Marsh Landing	GWF Tracy	Los Esteros	Russell City	Note 2
Location of information	Line 2	Line 3	Line 1	Line 4	Line 5	Line 6	Last Line
VII B: Contract provisions that specify when deliveries begin	"Expected Initial Delivery Date" 11.2 (b)(xiv) provides a date, but the "Initial Delivery Date" 11.3 lists contingencies that must be satisfied	"Guaranteed Commercial Availability Date" under item 3 in the "Amendment to Purchase and Sale Agreement" filed 08/23/10	"Expected Initial Delivery Date" 11.2(b) (xi) provides a date, but the "Initial Delivery Date" 11.3 lists contingencies that must be satisfied	"Expected Initial Delivery Date" 11.2(b) (xvi) provides a date, but the "Initial Delivery Date" 11.3 lists contingencies that must be satisfied	"Expected Initial Delivery Date" 11.2(b) (xvii) provides a date, but the "Initial Delivery Date" 11.3 lists contingencies that must be satisfied	"Expected Initial Delivery Date" 11.2(c)(xi) provides a date, but the "Initial Delivery Date" 11.3 lists contingencies that must be satisfied	The redacted net values relate to "the entire units for each novation". The PPAs subject to novation are GWF Tracy and Los Esteros. Accordingly,

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VII B: Contract provisions that specify when deliveries end	10 year term per section 2.1	N/A because PG&E will own the generating facility	10 year term per section 2.1	See above			
Expected Initial Delivery Date	7/1/12	6/1/16	5/20/13	6/1/12	7/1/13	6/1/13	See above
Expected Delivery End Date	6/30/22	N/A	5/19/23	5/31/22	6/30/23	5/31/23	See above
VIII B: When bid was "selected", i.e., date on which PG&E filed its application for CPUC approval of the contract	A.09-04-001 04/01/09	A.09-09-021 09/30/09	A.09-09-021 09/30/09	A.09-10-022 10/16/09	A.09-10-034 10/30/09	A.08-09-010 09/10/08	See above
Beginning of protected period	04/01/09	09/30/09	09/30/09	10/16/09	10/30/09	09/10/08	See above
End of protected period	06/30/15 or date thereafter depending on contingencies that determine the Initial Delivery Date	09/29/12 if Amended PPA is rejected by Commission, 5/31/19 if approved by Commission	5/19/16 or date thereafter depending on contingencies that determine the Initial Delivery Date	5/31/15 or date thereafter depending on contingencies that determine the Initial Delivery Date	6/30/16 or date thereafter depending on contingencies that determine the Initial Delivery Date	5/31/16 or date thereafter depending on contingencies that determine the Initial Delivery Date	See above

<b>Supplement to Motion of PG&amp;E for Leave to File Confidential Material Under Seal dated July 13, 2010, re-filed 7/22/10.</b>		
<b>Subject</b>	<b>Notice of 07/08/10 Ex Parte Meeting with Karl Meeusen – Slides “0” and “1”</b>	
<b>Purpose of Supplement</b>	<b>Specification of Period During Which Confidential Material Should Remain Under Seal</b>	
Confidential Material	Ranking Methodology: Illustration of Adaptive Weights	
Protected under Matrix Category VIII (B) “Specific quantitative analysis involved in scoring and evaluation of participating bids”.	PG&E has redacted the details of the quantitative analysis used to distinguish between bids subject to a broad distribution of scores versus bids subject to a narrow distribution of scores. The analysis allows PG&E to more readily identify projects with potential value to PG&E’s customers. The protected information is a quantitative analysis of project value and does not constitute “evaluation guidelines”, which are required to be public. The redacted information should remain confidential for three years after winning bidders were selected using this analysis.	
Beginning of protected period	PG&E “selects” winners for purposes of initiating the period of confidential treatment by filing an application for approval of its power purchase agreements with the winning bidders.	Date of application: 09/30/2009
End of protected period	Three years following selection of winners, i.e., filing of application.	09/29/2012

<b>Supplement to Motion of PG&amp;E for Leave to File Confidential Material Under Seal dated and filed July 30, 2010.</b>							
<b>Subject</b>	<b>Notice of 07/27/10 Ex Parte Meeting with Commissioner John Bohn – Slide 9</b>						
<b>Purpose of Supplement</b>	<b>Specification of Period During Which Confidential Material Should Remain Under Seal</b>						
Confidential Material	Contract terms other than terms designated as public by Matrix Item VII (B), i.e. Heat rate, ramp rate, start time, maximum operating hours, maximum starts per year, and ancillary service.						
Protected under both Matrix Categories VII (B) and VIII (B)	These contract terms fall within Category VII B – “Bilateral Contract Terms and Conditions, contracts and power purchase agreements between utilities and non-affiliated third parties.” The associated projects participated in PG&E’s 2008 Long Term Request for Offers. Project-specific contract terms are presented in tabular form to enable a comparison of the projects. When presented in this manner, the contract terms also fall within Category VIII (B) -- “Competitive Solicitation Information, specific quantitative analysis involved in scoring and evaluation of participating bids, particularly cost, delivery characteristics and portfolio fit.” Accordingly, this information should be protected for the for the longer of the time periods provided by the Matrix Categories..						
Name of Project:	Mariposa	Oakley Generating Station (Amended PPA pending Commission approval)	Marsh Landing	GWF Tracy	Los Esteros	Russell City	Contra Costa 6
Location of information	Line 1	Line 2	Line 3	Line 4	Line 5	Line 6	Line 7
VII B: Contract provisions that specify when deliveries begin	“Expected Initial Delivery Date” 11.2 (b)(xiv) provides a date, but the “Initial Delivery Date” 11.3 lists contingencies that must be satisfied	“Guaranteed Commercial Availability Date” under item 3 in the “Amendment to Purchase and Sale Agreement” filed 08/23/10	“Expected Initial Delivery Date” 11.2(b) (xi) provides a date, but the “Initial Delivery Date” 11.3 lists contingencies that must be satisfied	“Expected Initial Delivery Date” 11.2(b) (xvi) provides a date, but the “Initial Delivery Date” 11.3 lists contingencies that must be satisfied	“Expected Initial Delivery Date” 11.2(b) (xvii) provides a date, but the “Initial Delivery Date” 11.3 lists contingencies that must be satisfied	“Expected Initial Delivery Date” 11.2(c)(xi) provides a date, but the “Initial Delivery Date” 11.3 lists contingencies that must be satisfied	The “Delivery Term” begins as stated in 2.1(2) of the PPA.

	before initial deliveries begin.		before initial deliveries begin.	before initial deliveries begin..	before initial deliveries begin.	before initial deliveries begin.	
VII B: Contract provisions that specify when deliveries end	10 year term per section 2.1	N/A because PG&E will own the generating facility	10 year term per section 2.1	Section 1.1 specifies "Termination Date"			
Expected Initial Delivery Date	7/1/12	6/1/16	5/20/13	6/1/12	7/1/13	6/1/13	11/1/11
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VIII B: When bid was "selected", i.e., date on which PG&E filed its application for CPUC approval of the contract	A.09-04-001 04/01/09	A.09-09-021 09/30/09	A.09-09-021 09/30/09	A.09-10-022 10/16/09	A.09-10-034 10/30/09	A.08-09-010 09/10/08	A.09-09-021 9/30/09
Beginning of protected period	04/01/09	09/30/09	09/30/09	10/16/09	10/30/09	09/10/08	09/30/09
End of protected period	06/30/15 or date thereafter depending on contingencies that determine the Initial Delivery Date	09/29/12 if Amended PPA is rejected by Commission, 5/31/19 if approved by Commission	5/19/16 or date thereafter depending on contingencies that determine the Initial Delivery Date	5/31/15 or date thereafter depending on contingencies that determine the Initial Delivery Date	6/30/16 or date thereafter depending on contingencies that determine the Initial Delivery Date	5/31/16 or date thereafter depending on contingencies that determine the Initial Delivery Date	4/30/14, one year after Termination Date.

Item #7

<b>Supplement to Motion of PG&amp;E for Leave to File Confidential Material Under Seal dated and filed July 30, 2010.</b>							
<b>Subject</b>	<b>Notice of 07/27/10 Ex Parte Meeting with Commissioner John Bohn - Slide 10</b>						
<b>Purpose of Supplement</b>	<b>Specification of Period During Which Confidential Material Should Remain Under Seal</b>						
Confidential Material	Customer Net Value						
Protected under both Matrix Categories VII (B) and VIII (B)	The Customer Net Value falls within Category VIII (B) Competitive Solicitation Information, specific quantitative analysis involved in scoring and evaluation of participating bids. Customer Net Value, also referred to as the "Market Value", quantifies the economic value of the transaction to PG&E's customers by, among other things, summing the net expenditures under the PPA, levelizing them, and performing a net present value analysis of the PPA cost against PG&E's other market alternatives. Customer Net Value also falls within Category VII (B) of the Matrix. Analysis of the Customer Net Value in terms of expected deliveries, length of contract, and online date, which are public terms, would reveal the contract price, which is a confidential term. Therefore, Customer Net Value should be protected under both categories, for the longer of the time periods provided by the Matrix Categories..						
Name of Project:	Mariposa	Oakley Generating Station (Amended PPA pending Commission approval)	Marsh Landing	GWF Tracy	Los Esteros	Russell City	Note 2
Location of information	Line 2	Line 3	Line 1	Line 4	Line 5	Line 6	Last Line
VII B: Contract provisions that specify when deliveries begin	"Expected Initial Delivery Date" 11.2 (b)(xiv) provides a date, but the "Initial Delivery Date" 11.3 lists contingencies that must be	"Guaranteed Commercial Availability Date" under item 3 in the "Amendment to Purchase and Sale Agreement" filed 08/23/10	"Expected Initial Delivery Date" 11.2(b) (xi) provides a date, but the "Initial Delivery Date" 11.3 lists contingencies that must be	"Expected Initial Delivery Date" 11.2(b) (xvi) provides a date, but the "Initial Delivery Date" 11.3 lists contingencies that must be	"Expected Initial Delivery Date" 11.2(b) (xvii) provides a date, but the "Initial Delivery Date" 11.3 lists contingencies that must be	"Expected Initial Delivery Date" 11.2I(xi) provides a date, but the "Initial Delivery Date" 11.3 lists contingencies that must be	The redacted net values relate to "the entire units for each novation". The PPAs subject to novation are GWF Tracy and Los Esteros.

	satisfied before initial deliveries begin.		satisfied before initial deliveries begin.	satisfied before initial deliveries begin..	satisfied before initial deliveries begin.	satisfied before initial deliveries begin.	Accordingly, see information for GWF Tracy and Los Esteros in adjacent columns 4 & 5.
VII B: Contract provisions that specify when deliveries end	10 year term per section 2.1	N/A because PG&E will own the generating facility	10 year term per section 2.1	See above			
Expected Initial Delivery Date	7/1/12	6/1/16	5/20/13	6/1/12	7/1/13	6/1/13	See above
Expected Delivery End Date	6/30/22	N/A	5/19/23	5/31/22	6/30/23	5/31/23	See above
VIII B: When bid was "selected", i.e., date on which PG&E filed its application for CPUC approval of the contract	A.09-04-001 04/01/09	A.09-09-021 09/30/09	A.09-09-021 09/30/09	A.09-10-022 10/16/09	A.09-10-034 10/30/09	A.08-09-010 09/10/08	See above
Beginning of protected period	04/01/09	09/30/09	09/30/09	10/16/09	10/30/09	09/10/08	See above
End of protected period	06/30/15 or date thereafter depending on contingencies that determine the Initial Delivery Date	09/29/12 if Amended PPA is rejected by Commission, 5/31/19 if approved by Commission	5/19/16 or date thereafter depending on contingencies that determine the Initial Delivery Date	5/31/15 or date thereafter depending on contingencies that determine the Initial Delivery Date	6/30/16 or date thereafter depending on contingencies that determine the Initial Delivery Date	5/31/16 or date thereafter depending on contingencies that determine the Initial Delivery Date	See above

<b>Comment on Motion of DRA for Leave to File Confidential Material Under Seal dated and filed July 13, 2010.</b>	
<b>Subject</b>	<b>Notice of DRA's 07/08/10 Ex Parte Meeting with Pres. Peevey, Karl Meeusen and Carol Brown, Attachment</b>
<b>Purpose of Comment</b>	<b>Specification of Period During Which Confidential Material Should Remain Under Seal</b>
Confidential Material	Net Open Position Information and Peak Load - Electric (forecast)
Protected under Matrix Category Item VI (A)	Item VI A) Utility Bundled Net Open (Long or Short) Position for Capacity (MW) specifically protects the utility bundled net open position for the "front three years of forecast". The period for which the net open forecast is given is the period covered by the 2008 LTRFO. Due to DRA's aggregation of data, the net open for the remaining 2 years of the forecast cannot be disclosed without revealing information covered by Item VI A). The confidentiality of all redacted text must be protected.
Protected under Matrix Category Item VI (E)	Item VI (E) Utility Planning Area Net Open (Long or Short) for capacity (MW) protects the "front three years" of forecast monthly data from disclosure. The redacted information compares capacity available in a certain planning area during a monthly peak period.
Protected under Matrix Category Item V (F)	Item V (F) Total Peak Demand Load Forecast – IOU Planning Area (MW) protects the "front three years" of monthly forecasts of the net open expected highest demand (MW) in the IOU system. The redacted information provides a forecast for a peak month.
Beginning of protected period	5/14/10
End of protected period	5/13/13

<b>Comment on Motion of DRA for Leave to File Confidential Material Under Seal dated and filed July 15, 2010.</b>	
<b>Subject</b>	<b>Late-Filed Notice of DRA's 06/22/10 Ex Parte Meeting with Karen Shea, Attachment</b>
<b>Purpose of Comment</b>	<b>Specification of Period During Which Confidential Material Should Remain Under Seal</b>
Confidential Material	Net Open Position Information and Peak Load – Electric (forecast)
Protected under Matrix Category Item VI (A)	Item VI (A) Utility Bundled Net Open (Long or Short) Position for Capacity (MW) specifically protects the utility bundled net open position for the “front three years of forecast”. The period for which the net open forecast is given is the period covered by the 2008 LTRFO. Due to DRA's aggregation of data, the net open for the remaining 2 years of the forecast cannot be disclosed without revealing information covered by Item VI (A). The confidentiality of all redacted text must be protected.
Protected under Matrix Category Item VI (E)	Item VI (E) Utility Planning Area Net Open (Long or Short) for capacity (MW) protects the “front three years” of forecast monthly data from disclosure. The redacted information compares capacity available in a certain planning area during a monthly peak period.
Protected under Matrix Category Item V (F)	Item V (F) Total Peak Demand Load Forecast – IOU Planning Area (MW) protects the “front three years” of monthly forecasts of the net open expected highest demand (MW) in the IOU system. The redacted information provides a forecast for a peak month.
Beginning of protected period	5/14/10
End of protected period	5/13/13

Item #10

<b>Comment on Motion of DRA for Leave to File Confidential Material Under Seal dated and filed July 15, 2010.</b>	
<b>Subject</b>	<b>Late-Filed Notice of DRA's 07/06/10 Ex Parte Meeting with Commissioner Bohn and Robert Kinosian, Attachment</b>
<b>Purpose of Comment</b>	<b>Specification of Period During Which Confidential Material Should Remain Under Seal</b>
Confidential Material	Net Open Position Information and Peak Load – Electric (forecast)
Protected under Matrix Category Item VI (A)	Item VI A) Utility Bundled Net Open (Long or Short) Position for Capacity (MW) specifically protects the utility bundled net open position for the “front three years of forecast”. The period for which the net open forecast is given is the period covered by the 2008 LTRFO. Due to DRA's aggregation of data, the net open for the remaining 2 years of the forecast cannot be disclosed without revealing information covered by Item VI A). The confidentiality of all redacted text must be protected.
Protected under Matrix Category Item VI (E)	Item VI (E) Utility Planning Area Net Open (Long or Short) for capacity (MW) protects the “front three years” of forecast monthly data from disclosure. The redacted information compares capacity available in a certain planning area during a monthly peak period.
Protected under Matrix Category Item V (F)	Item V (F) Total Peak Demand Load Forecast – IOU Planning Area (MW) protects the “front three years” of monthly forecasts of the net open expected highest demand (MW) in the IOU system. The redacted information provides a forecast for a peak month.
Beginning of protected period	5/14/10
End of protected period	5/13/13