



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

FILED

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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)**

**PACIFIC GAS AND ELECTRIC COMPANY'S
DESIGNATION OF
PROTECTED PERIODS FOR
CONFIDENTIAL MATERIAL SUBMITTED UNDER SEAL**

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Attorneys for
PACIFIC GAS AND ELECTRIC COMPANY

Dated: December 9, 2010

**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).

**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)**

**PACIFIC GAS AND ELECTRIC COMPANY'S
DESIGNATION OF
PROTECTED PERIODS FOR
CONFIDENTIAL MATERIAL SUBMITTED UNDER SEAL**

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 the Division of Ratepayer Advocates (“DRA”) have sought to protect in six separate Motions to place confidential portions of their notices of *ex parte* contact under seal. The Motions and filings in which the sensitive information was tendered for filing are listed in Attachment 1. The tables in Attachment 2 provide the following information, as required by ALJ Kenney’s e-mail:

- Description and location (e.g., motion, page number(s), paragraph(s), and sentence(s)) of each individual piece of information that PG&E

believes is confidential and should be placed under seal pursuant to D.06-06-066.

- Whether Item VII.B or VIII.B applies to the piece of information.
- The start and end dates for the period of time that each piece of information may be placed under seal.
- If a particular piece of information is to be placed under seal pursuant to Item VII.B, PG&E shall cite the contract provisions that specify when deliveries begin and end (which controls the beginning and end points of the period of time the information may be placed under seal).
- If a particular piece of information is to be placed under seal pursuant to Item VIII.B, PG&E shall state when the relevant winning bid was selected (which controls the beginning and end points of the period of time the information may be placed under seal). For the purpose of the matrix, a bid will be deemed selected on the date that PG&E filed an application for approval of the bid.

PG&E respectfully requests that the redacted information be protected from public disclosure during the time described in Attachment 2.

DATED: December 9, 2010

EVELYN C. LEE
CHARLES R. MIDDLEKAUFF

By: _____ /S/
EVELYN C. LEE

Law Department
Pacific Gas and Electric Company
P. O. Box 7442
San Francisco, CA 94120
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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 9th day of December, 2010, I caused to be served a true copy of:

**PACIFIC GAS AND ELECTRIC COMPANY'S
DESIGNATION OF
PROTECTED PERIODS FOR
CONFIDENTIAL MATERIAL SUBMITTED UNDER SEAL**

[XX] By Electronic Mail: By serving the enclosed, via e-mail transmission, to each of the parties listed on the official 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 9th day of December, 2010 at San Francisco, California.

/S/
ELIZABETH J. DIAMOND

ATTACHMENT 1
Ex Parte Material Addressed in this Filing

Item	Original Motion for Confidential Treatment	Filing in which Protected Document was Submitted	Date of Meeting	Protected Document
1	Motion of PG&E for Leave to File Confidential Material Under Seal dated July 13, 2010, re-filed July 22, 2010.	Notice of Ex Parte Meeting with Andy Campbell	07/08/10	Slide 7
2	Id.	Id.	Id.	Slide 8
3	Motion of PG&E for Leave to File Confidential Material Under Seal dated July 13, 2010, re-filed July 22, 2010.	Notice of Ex Parte Meeting with Karl Meeusen	07/08/10	Slide 7
4	Id.	Id.	Id.	Slide 8
5	Id.	Id.	Id.	Slide "1"
6	Motion of PG&E for Leave to File Confidential Material Under Seal dated and filed July 30, 2010.	Notice of Ex Parte Meeting with Commissioner John Bohn	07/27/10	Slide 9
7	Id.	Id.	Id.	Slide 10
8	Motion of DRA for Leave to File Confidential Material Under Seal dated and filed July 13, 2010.	Notice of DRA's Ex Parte Meeting with Pres. Peevey, Karl Meeusen and Carol Brown	07/08/10	Attachment
9	Motion of DRA for Leave to File Confidential Material Under Seal dated and filed July 15, 2010.	Late-Filed Notice of DRA's Ex Parte Meeting with Karen Shea	06/22/10	Attachment
10	Motion of DRA for Leave to File Confidential Material Under Seal dated and filed July 15, 2010.	Late-Filed Notice of DRA's Ex Parte Meeting with Commissioner Bohn and Robert Kinoshian	07/06/10	Attachment

ATTACHMENT 2

Item #1

Supplement to Motion of PG&E for Leave to File Confidential Material Under Seal Dated July 13, 2010, Re-Filed July 22, 2010.							
Subject	Notice of July 8, 2010 <i>Ex Parte</i> Meeting with Andy Campbell - Slide 7						
Purpose of Supplement	Specification of Period During Which Confidential Material Should Remain Under Seal						
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	07/01/12	06/01/16	05/20/13	06/01/12	07/01/13	06/01/13	11/01/11
Expected Delivery End Date	06/30/22	N/A	05/19/23	05/31/22	06/23/23	05/31/23	04/30/13
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 09/30/09
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	05/19/16 or date thereafter depending on contingencies that determine the Initial Delivery Date	05/31/15 or date thereafter depending on contingencies that determine the Initial Delivery Date	06/30/16 or date thereafter depending on contingencies that determine the Initial Delivery Date	05/31/16 or date thereafter depending on contingencies that determine the Initial Delivery Date	04/30/14, one year after Termination Date.

Item #2

Supplement to Motion of PG&E for Leave to File Confidential Material Under Seal Dated July 13, 2010, Re-Filed July 22, 2010							
Subject	Notice of July 8, 2010 <i>Ex Parte</i> Meeting with Andy Campbell - Slide 8						
Purpose of Supplement	Specification of Period During Which Confidential Material Should Remain Under Seal						
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	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	"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" 11.2(c)(xi) provides a date, but the "Initial Delivery Date" 11.3 lists contingencies that must be	The "Delivery Term" begins as stated in 2.1(2) of the PPA.

	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.	
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	07/01/12	06/01/16	05/20/13	06/01/12	07/01/13	06/01/13	11/01/11
Expected Delivery End DATE	06/30/22	N/A	05/19/23	05/31/22	06/23/23	05/31/23	04/30/13
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 09/30/09
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	05/19/16 or date thereafter depending on contingencies that determine the Initial Delivery Date	05/31/15 or date thereafter depending on contingencies that determine the Initial Delivery Date	06/30/16 or date thereafter depending on contingencies that determine the Initial Delivery Date	05/31/16 or date thereafter depending on contingencies that determine the Initial Delivery Date	04/30/14, one year after Termination Date.

Item #3

Supplement to Motion of PG&E for Leave to File Confidential Material Under Seal Dated July 13, 2010, Re-Filed July 22, 2010							
Subject	Notice of July 8, 2010 <i>Ex Parte</i> Meeting with Karl Meeusen - Slide 7						
Purpose of Supplement	Specification of Period During Which Confidential Material Should Remain Under Seal						
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	07/01/12	06/01/16	05/20/13	06/01/12	07/01/13	06/01/13	11/01/11
Expected Delivery End Date	06/30/22	N/A	05/19/23	05/31/22	06/23/23	05/31/23	04/30/13
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 09/30/09
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	05/19/16 or date thereafter depending on contingencies that determine the Initial Delivery Date	05/31/15 or date thereafter depending on contingencies that determine the Initial Delivery Date	06/30/16 or date thereafter depending on contingencies that determine the Initial Delivery Date	05/31/16 or date thereafter depending on contingencies that determine the Initial Delivery Date	04/30/14, one year after Termination Date.

Item #4

Supplement to Motion of PG&E for Leave to File Confidential Material Under Seal Dated July 13, 2010, Re-Filed July 22, 2010							
Subject	Notice of July 8, 2010 <i>Ex Parte</i> Meeting with Karl Meeusen - Slide 8						
Purpose of Supplement	Specification of Period During Which Confidential Material Should Remain Under Seal						
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	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	"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" 11.2(c)(xi) provides a date, but the "Initial Delivery Date" 11.3 lists contingencies that must be	The "Delivery Term" begins as stated in 2.1(2) of the PPA.

	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.	
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	07/01/12	06/01/16	05/20/13	06/01/12	07/01/13	06/01/13	11/01/11
Expected Delivery End Date	06/30/22	N/A	05/19/23	05/31/22	06/23/23	05/31/23	04/30/13
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 09/30/09
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	05/19/16 or date thereafter depending on contingencies that determine the Initial Delivery Date	05/31/15 or date thereafter depending on contingencies that determine the Initial Delivery Date	06/30/16 or date thereafter depending on contingencies that determine the Initial Delivery Date	05/31/16 or date thereafter depending on contingencies that determine the Initial Delivery Date	04/30/14, one year after Termination Date.

Item #5

Supplement to Motion of PG&E for Leave to File Confidential Material Under Seal Dated July 13, 2010, Re-Filed July 22, 2010		
Subject	Notice of July 8, 2010 <i>Ex Parte</i> Meeting with Karl Meeusen – Slides “0” and “1”	
Purpose of Supplement	Specification of Period During Which Confidential Material Should Remain Under Seal	
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: 09/30/09
End of protected period	Three years following selection of winners, i.e., filing of application.	09/29/12

Supplement to Motion of PG&E for Leave to File Confidential Material Under Seal Dated and Filed July 30, 2010							
Subject	Notice of July 8, 2010 <i>Ex Parte</i> Meeting with Commissioner John Bohn – Slide 9						
Purpose of Supplement	Specification of Period During Which Confidential Material Should Remain Under Seal						
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	07/01/12	06/01/16	05/20/13	06/01/12	07/01/13	06/01/13	11/01/11
Expected Delivery End Date	06/30/22	N/A	05/19/23	05/31/22	06/23/23	05/31/23	04/30/13
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 09/30/09
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	05/19/16 or date thereafter depending on contingencies that determine the Initial Delivery Date	05/31/15 or date thereafter depending on contingencies that determine the Initial Delivery Date	06/30/16 or date thereafter depending on contingencies that determine the Initial Delivery Date	05/31/16 or date thereafter depending on contingencies that determine the Initial Delivery Date	04/30/14, one year after Termination Date.

Item #7

Supplement to Motion of PG&E for Leave to File Confidential Material Under Seal Dated and Filed July 30, 2010.							
Subject	Notice of July 27, 2010 <i>Ex Parte</i> Meeting with Commissioner John Bohn - Slide 10						
Purpose of Supplement	Specification of Period During Which Confidential Material Should Remain Under Seal						
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	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" 11.2I(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	07/01/12	06/01/16	05/20/13	06/01/12	07/01/13	06/01/13	11/01/11
Expected Delivery End Date	06/30/22	N/A	05/19/23	05/31/22	06/23/23	05/31/23	04/30/13
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 09/30/09
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	05/19/16 or date thereafter depending on contingencies that determine the Initial Delivery Date	05/31/15 or date thereafter depending on contingencies that determine the Initial Delivery Date	06/30/16 or date thereafter depending on contingencies that determine the Initial Delivery Date	05/31/16 or date thereafter depending on contingencies that determine the Initial Delivery Date	04/30/14, one year after Termination Date.

Comment on Motion of DRA for Leave to File Confidential Material Under Seal Dated and Filed July 13, 2010.	
Subject	Notice of DRA's July 8, 2010 <i>Ex Parte</i> Meeting with Pres. Peevey, Karl Meeusen and Carol Brown, Attachment
Purpose of Comment	Specification of Period During Which Confidential Material Should Remain Under Seal
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	05/14/10
End of protected period	05/13/13

Comment on Motion of DRA for Leave to File Confidential Material Under Seal Dated and Filed July 15, 2010.	
Subject	Late-Filed Notice of DRA's June 22, 2010 <i>Ex Parte</i> Meeting with Karen Shea, Attachment
Purpose of Comment	Specification of Period During Which Confidential Material Should Remain Under Seal
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	05/14/10
End of protected period	05/13/13

Item #10

Comment on Motion of DRA for Leave to File Confidential Material Under Seal Dated and Filed July 15, 2010.	
Subject	Late-Filed Notice of DRA's July 6, 2010 <i>Ex Parte</i> Meeting with Commissioner Bohn and Robert Kinosian, Attachment
Purpose of Comment	Specification of Period During Which Confidential Material Should Remain Under Seal
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	05/14/10
End of protected period	05/13/13