ATTACHMENT A

Settlement Agreement Between the Office of Ratepayer Advocates and Liberty Utilities (CalPeco Electric) LLC

(Filed August 21, 2015)

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BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF CALIFORNIA

In the Matter of the Application of Liberty Utilities (CalPeco Electric) LLC (U 933 E) for the Issuance of a Certificate of Public Convenience and Necessity to Acquire, Own, and Operate the Luning and Minden Solar Projects, Authorize Ratemaking Associated with the Solar Projects' Capital Investment and Operating Expenses, and Issuance of Expedited Decision Granting Such Relief	Application 15-04-016 (Filed April 17, 2015)

SETTLEMENT AGREEMENT BETWEEN THE OFFICE OF RATEPAYER ADVOCATES AND LIBERTY UTILITIES (CALPECO ELECTRIC) LLC

(PUBLIC VERSION)

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August 21, 2015

BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF CALIFORNIA

In the Matter of the Application of Liberty Utilities (CalPeco Electric) LLC (U 933 E) for the Issuance of a Certificate of Public Convenience and Necessity to Acquire, Own, and Operate the Luning and Minden Solar Projects, Authorize Ratemaking Associated with the Solar Projects' Capital Investment and Operating Expenses, and Issuance of Expedited Decision Granting Such Relief	Application 15-04-016 (Filed April 17, 2015)

SETTLEMENT AGREEMENT
BETWEEN THE OFFICE OF RATEPAYER ADVOCATES AND
LIBERTY UTILITIES (CALPECO ELECTRIC) LLC

(PUBLIC VERSION)

1. GENERAL

1.1 Pursuant to Article 12 of the Rules of Practice and Procedure ("Rules") of the California Public Utilities Commission ("Commission"), Liberty Utilities (CalPeco Electric) LLC ("Liberty Utilities") and the Office of Ratepayer Advocates ("ORA") (collectively, the "Parties") enter into this Settlement Agreement on a mutually agreeable outcome on certain issues as described further herein. This Settlement Agreement addresses the Application of Liberty Utilities seeking approval to acquire, own, and operate the Luning Solar Project ("Luning Project") and the Minden Sunrise Solar Project ("Minden Project") (collectively, the "Solar Projects") and authorize ratemaking procedures for Liberty Utilities to recover the costs to acquire, own, and operate the Solar Projects. The Parties respectfully request that the Commission grant authorization, subject to the terms and conditions of this Settlement Agreement.

1.2 As Liberty Utilities and ORA are the only active parties in this proceeding, the Settlement Agreement represents an all-party settlement.

1.3 Since this Settlement Agreement represents a compromise by each of the Parties' respective litigation position on the matters described, the Parties have entered into each stipulation contained in the Settlement Agreement on the basis that its approval by the Commission should not be construed as an admission or concession by any Party regarding any fact or matter of law in dispute in this proceeding. Furthermore, the Parties intend that the approval of this Settlement Agreement by the Commission not be construed as a precedent or statement of policy of any kind for or against any Party in any current or future proceeding. *See* Rule 12.5.

1.4 The Parties agree that no signatory to the Settlement Agreement assumes any personal liability as a result of their agreement. All rights and remedies of the Parties are limited to those available before the Commission.

1.5 The Parties agree that this Settlement Agreement is an integrated agreement, so that if the Commission rejects any portion of this Settlement Agreement, each Party has the right to withdraw. Furthermore, the Settlement Agreement is being presented as an integrated package such that the Parties are agreeing to the Settlement Agreement as a whole rather than agreeing to specific elements of the Settlement Agreement.

1.6 This Settlement Agreement may be executed in counterparts, each of which shall be deemed an original, and the counterparts together shall constitute one and the same instrument.

1.7 No Party has relied or presently relies upon any statement, promise or representation by any other Party, whether oral or written, except as specifically set forth in this Settlement Agreement. Each Party expressly assumes the risk of any mistake of law or fact made by such Party or its authorized representatives.

1.8 This Settlement Agreement constitutes and represents the entire agreement between the Parties and supersedes all prior and contemporaneous agreements, negotiations, representations, warranties and understandings of the Parties with respect to the subject matter set forth herein.

1.9 Each Party who executes this Settlement Agreement represents and warrants to each other Party that the individual signing this Settlement Agreement and the related Motion has the legal authority to do so on behalf of such Party.

1.10 The Parties agree to perform diligently and in good faith all actions required, including, but not limited to, the execution of any other documents and the taking of any actions reasonably required to effectuate the Terms and Conditions of this Settlement Agreement as well as the preparation of the Exhibits for, and the presentation of witnesses at, any hearings required to obtain the Commission's approval and adoption of the Settlement Agreement. The Parties will use the best efforts to ensure that this Settlement Agreement is approved by the Commission as soon as possible.

1.11 This Settlement Agreement may be amended or changed only by a written agreement signed by the Parties.

1.12 Once fully executed by the Parties and adopted and approved by a Commission Decision, this Settlement Agreement fully and finally settles any and all disputes between the Liberty Utilities and ORA in this proceeding, unless otherwise specifically provided in the Settlement Agreement.

1.13 Based on the Parties' acceptance of the Terms and Conditions herein, ORA enters into this Settlement to resolve this matter without having an evidentiary hearing. ORA joins Liberty Utilities in requesting that the Commission approve and adopt the Settlement on an

expedited basis, because it is reasonable in light of the whole record, consistent with the law, and in the public interest.

2. BACKGROUND

2.1 Liberty Utilities filed this Application on April 17, 2015. In the Application, Liberty Utilities requests that the Commission: (i) pursuant to Public Utilities Code Sections ("Section") 399.14 and/or 1005.5 establish the "maximum cost determined to be reasonable and prudent for the [Solar Projects' construction and initial operation]" ("Maximum Reasonable Costs Amount"); (ii) authorize Liberty Utilities to place up to the Maximum Reasonable Costs Amount into rate base as of January 1, 2017; and (iii) authorize Liberty Utilities to request the inclusion of the Maximum Reasonable Costs Amount into its rate base and the recovery of certain "Solar Projects Operating Expenses" (as defined below) through the Post Test-Year Adjustment Mechanism ("PTAM") filing Liberty Utilities shall make in October 2016 ("October 2016 PTAM Filing").

2.2 In conjunction with its request to acquire, own, and operate the Solar Projects and to be authorized to seek rate recovery for the associated costs, in the Application Liberty Utilities requested that the Commission:

- Approve Liberty Utilities entering into Project Purchase Agreements with the developers of the respective Solar Projects;
- Determine, pursuant to Section 399.14 and/or Section 1005.5, a Maximum Reasonable Costs Amount for Liberty Utilities to acquire and own the Solar Projects;
- Authorize Liberty Utilities to seek the authority to place its costs to acquire and own the Solar Projects up to the Maximum Reasonable Costs Amount into rate base as of January 1, 2017 through its October 2016 PTAM Filing;
- Approve Liberty Utilities' initial joint ownership of each Solar Project with a tax equity partner, authorize Liberty Utilities to enter power purchase agreements with the Solar Project Companies ("Solar Project

PPAs"), and authorize Liberty Utilities to buy out the ownership interest of the tax equity partner in each of the Solar Projects in accordance with buy-out terms and the buy-out price to be set forth in the Tax Equity Partnership Agreements;

- Authorize Liberty Utilities to recover the following costs associated with the operation of the Solar Projects as general rates for the life of each Solar Project and to seek the authority to include the following costs in its October 2016 PTAM Filing:
  - costs to operate and maintain the Solar Projects ("O&M Costs");
  - administrative and general costs associated with the operation of the Solar Projects ("A&G Costs"); and
  - property tax payments for the Solar Projects ("Property Tax");[1]
- Authorize Liberty Utilities to record the costs it will incur resulting from the distributions that the Solar Project Companies will make to the Tax Equity Partner during the initial years of the Solar Projects' operations ("Tax Equity Partner Distribution") and the payment Liberty Utilities expects to make to purchase the Tax Equity Partner's ownership interest in the Solar Project Companies ("Buy-Out Payment")[2] in its Energy Cost Adjustment Clause ("ECAC") account and to recover such Tax Equity Partner Expenses in accordance with its ECAC tariff;
- Grant Liberty Utilities motion for confidentiality of certain commercially sensitive information; and
- Approve this Application and grant the authorizations requested in a final decision to be issued no later than January 29, 2016.

2.3 ORA filed a Protest on May 26, 2015. No other party properly filed a protest or sought party status in this proceeding.[3] A prehearing conference was held on June 26, 2015 before Administrative Law Judge ("ALJ") Melanie Darling.

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[1] The O&M Costs, A&G Costs, and Property Tax will be hereafter collectively referenced as the "Luning Project Operating Expenses."

[2] The Tax Equity Partner Distribution and the Buy-Out Payment will be collectively referenced as "Tax Equity Partner Expenses."

[3] On June 11, Mary and Steve Walker sent to the Commission a document in the form of a pleading entitled, "Protest of Steve and Mary Walker to Application of Liberty Utilities for the Minden Sunrise Solar Project Certificate of Public Convenience and Necessity." The Parties understand that the Walkers did not seek and have not been granted party status in this proceeding.

2.4 ORA propounded and Liberty Utilities responded to three set of data requests. ORA and Liberty Utilities engaged in numerous conference calls and face-to-face meetings both at the CPUC and the office of counsel for Liberty Utilities to discuss the approvals Liberty Utilities is requesting and the issues ORA identified relating to these requests. The terms of the present Settlement Agreement were developed through the above provision of information by Liberty Utilities and ongoing communications between the Parties.

2.5 On August 14, 2015, in accordance with Rule 12.1(b), Liberty Utilities, with the concurrence of ORA, convened and invited parties identified on the service list in this proceeding to participate in a conference for the purpose of discussing settlement, to be held by conference telephone call on August 21, 2015.

2.6 A draft document with terms substantially identical to those of the present Settlement Agreement was sent to all persons identified on the service list in this proceeding, along with a draft Motion for Commission approval of the Settlement Agreement.

2.7 The previously noticed settlement conference was held as scheduled on August 21, 2015, with participation by Liberty Utilities and ORA.

3. Approvals to Be Granted to Liberty Utilities

Liberty Utilities and ORA agree that the Commission shall grant Liberty Utilities the following approvals in connection with the Solar Projects, *provided* that the Commission imposes on Liberty Utilities the conditions set forth in Article 4 of this Settlement Agreement:

3.1 Approve Liberty Utilities entering into a Project Purchase Agreement with the developer of the Luning Project ("Luning Project Purchase Agreement");

3.2 Authorize Liberty Utilities to seek the authority to place its costs to acquire and own the Luning Project up to the Maximum Reasonable Cost Amount into rate base as of January 1, 2017 through its October 2016 PTAM Filing or another mechanism which the Parties

may mutually agree upon; provided that to the extent the Luning Project does not achieve commercial operation as of January 1, 2017, Liberty Utilities shall, in consultation with ORA, submit an additional pleading to propose adjustments in its 2017 rate recovery necessary to account for the post-January 1, 2017 commercial operation date of the Luning Project;

3.3 Authorize Liberty Utilities to seek authority to recover the following Luning Project Operating Expenses:

(a) For 2017 and 2018 in an amount up to the applicable annual cost recovery cap set forth in Section 4.3 for 2017 and 2018 in its October 2016 PTAM or another mechanism which the Parties may mutually agree upon;

(b) For 2019, 2020, and 2021 in an amount up to the applicable annual cost recovery cap set forth in Section 4.3 in Liberty Utilities' 2019 general rate case proceeding; and

(c) For 2022 and each succeeding year in Liberty Utilities' general rate case proceedings.

3.4 Approve Liberty Utilities' initial joint ownership of the Luning Project with a Tax Equity Partner;

3.5 Authorize Liberty Utilities to enter into a power purchase agreement with the Luning Solar Project Company ("Luning Project PPA");

3.6 Authorize Liberty Utilities to buy out the ownership interest of the Tax Equity Partner in the Luning Project in accordance with buy-out terms and the buy-out price to be set forth in the Luning Project tax equity partnership agreement;

3.7 Authorize Liberty Utilities to record the costs it will incur associated with the Tax Equity Partner Distribution and the Buy-Out Payment in its ECAC account and to recover such Tax Equity Partner Expenses in accordance with its ECAC tariff;

3.8 Grant Liberty Utilities' motion for confidentiality of certain commercially sensitive information[4]; and

3.9 Approve this Application subject to the terms of this Settlement Agreement and grant the authorizations requested in a Final Decision to be timely issued by the Commission.

4. Conditions to Be Imposed on Approvals to be Granted to Liberty Utilities

Liberty Utilities and ORA agree that with respect to the approvals the Commission should grant Liberty Utilities in connection with the Luning Project as set forth in Article 3 above, the Commission should also impose the following conditions:

4.1 Pursuant to Section 399.14 and/or Section 1005.5, the aggregate Maximum Reasonable Cost Amount for Liberty Utilities to acquire and own the 50 megawatt ("MW") Luning Project shall be $[redacted] (which is approximately 65.9% of the total purchase price). After accounting for the demand charge savings Liberty Utilities will realize in the First Amended 2016 NV Energy Services Agreement with NV Energy based on the Luning Project's energy production, this Maximum Reasonable Cost Amount translates to a Levelized Cost of Energy ("LCOE") of approximately $[redacted] (the "All-In Luning LCOE").[5]

4.2 To the extent that Liberty Utilities and the Tax Equity Partner's respective capital contribution in the Luning Project is reduced in accordance with the terms of the Luning Solar Project Agreement due to: (a) the failure of the Luning Project Developer to successfully timely

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[4] *See* Motion of Liberty Utilities (Calpeco Electric) LLC (U 933 E) for Leave to File the Confidential Version of the Application and Exhibits B and C to the Application Under Seal, and to Seal the Evidentiary Record Containing Confidential Information in the Testimony of Travis Johnson, the Testimony of Jeff Norman, the Testimony of Todd Mooney, and the Testimony of Michael Long, Consistent with the Confidentiality Protections of Decisions 06-06-066 and 08-04-023, Public Utilities Code Sections 454.5(G) And 583, and/or General Order 66-C, filed April 17, 2015.

[5] For the avoidance of doubt, the All-In Luning LCOE includes both the Maximum Reasonable Cost Amount as well as all of the Luning Project Operating Expenses.

and fully construct and commence commercial operations of the Luning Project to qualify for the 30% federal Investment Tax Credit; (b) the failure of the Luning Project Developer to timely meet the guaranteed commercial operation date set forth in the Luning Project Purchase Agreement; and/or (c) the failure of the Luning Project to satisfy certain capacity and energy testing standards, the corresponding reduction in Liberty Utilities' and the Tax Equity Partner's respective Capital Contributions shall all be flowed through to Liberty Utilities' electric customers through a corresponding reduction in the amount Liberty Utilities places into rate base in accordance with Section 3.2 and in the amounts it records in its ECAC balancing account and is allowed to recover in rates through its ECAC mechanism in accordance with Section 3.7 with respect to the payments Liberty Utilities shall make to Tax Equity Partner as Tax Equity Partner Distributions and the Buy-Out Payment.

4.3 The maximum annual amount that Liberty Utilities may seek to recover in rates for Luning Project Operating Expenses in accordance with Sections 3.3(a) and 3.3(b) during the years 2017 through 2021 are the amounts set forth in the table below. For the avoidance of doubt, the Luning Project Operating Expenses are fully accounted for in the All-In Luning LCOE described above in Section 4.1.

Year	Operating Costs
2017	[redacted]
2018	[redacted]
2019	[redacted]
2020	[redacted]
2021	[redacted]

Notwithstanding the caps set forth in this Section 4.3 with respect to the amount of Luning Project Operating Expenses, Liberty Utilities may seek to recover through rates, to the extent the taxes or insurance costs for the Luning Project increase beyond Liberty Utilities' current estimates for any of years 2017 through 2021, Liberty Utilities shall have the right to

seek recovery of such additional amounts above the maximum amount set forth in the Table above otherwise allowed for the Luning Project Operating Expenses for that year.

4.4 The maximum annual amount that Liberty Utilities may recover in rates representing the Tax Equity Partner Distribution as set forth in Section 3.7 shall be set at an amount representing no more than approximately 2 percent of the Tax Equity Partner's Capital Contribution.

4.5 The Parties agree they are mutually committed to exploring and implementing ratemaking mechanisms to enable Liberty Utilities to recover through rates its full costs to own and operate, and thereby deliver solar energy from, the Luning Project to its customers, but at the same time best protect its customers from experiencing steep escalations in rates in the first years of operation. Liberty Utilities will provide ORA with further information concerning the rate implications of the Luning Project by March 31, 2016. Liberty Utilities shall work with ORA to develop its ratemaking proposals, for submission in either its October 2016 PTAM (or another mutually agreeable mechanism) or in an application or applicable form of advice letter.

4.6 With respect to any major change or modification to the Luning Project that may be required, Liberty Utilities shall prior to making any filing with or submission to the Commission seeking approval of the major change or modification notify ORA of the major change or modification.

5. Liberty Utilities' Reservation of Rights to Seek Approval of Additional 10 MWs of Renewable Generation

5.1 The Parties acknowledge that Liberty Utilities' Application sought approval to purchase, own, and operate Solar Projects with a combined capacity of 60 MWs, but due to delays at the Minden Project associated with permitting, Liberty Utilities now only seeks approval to purchase, own, and operate the 50 MW Luning Project. Under the First Amended

2016 NV Energy Services Agreement, Liberty Utilities has the option to replace up to 60 MW of renewable generation that NV Energy would otherwise be obligated to deliver with renewable energy. This Settlement Agreement does not limit Liberty Utilities' right to seek Commission approval to purchase, own, and operate an additional 10 MW of capacity of renewable generation. Liberty Utilities may seek expeditious review of its application for Commission approval to purchase, own, and operate such additional 10 MW of renewable generation capacity. Liberty Utilities shall prior to making any filing with or submission to the Commission seeking approval meet with ORA to discuss the application and work together to resolve any potential issues. ORA agrees to support Liberty Utilities' request for the Commission's expeditious review of the application, subject to ORA's own review of the application and on the condition that ORA deems the project to be just and reasonable for ratepayers.

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Respectfully submitted,

LIBERTY UTILITIES (CALPECO ELECTRIC) LLC

By: _____
Gregory S. Sorensen

Its: President

OFFICE OF RATEPAYER ADVOCATES

By _____
Linda Serizawa

Its: Deputy Director for Energy

Dated: August 21, 2015

PUBLIC VERSION

Respectfully submitted,

LIBERTY UTILITIES (CALPECO ELECTRIC) LLC

By: _____
Gregory S. Sorensen

Its: President

OFFICE OF RATEPAYER ADVOCATES

By _____
Linda Serizawa

Its: Deputy Director for Energy

Dated: August 21, 2015

(END OF ATTACHMENT A)

ATTACHMENT B

Last two pages of Liberty Utilities'
Motion to admit documents.

(Filed December 7, 2015)

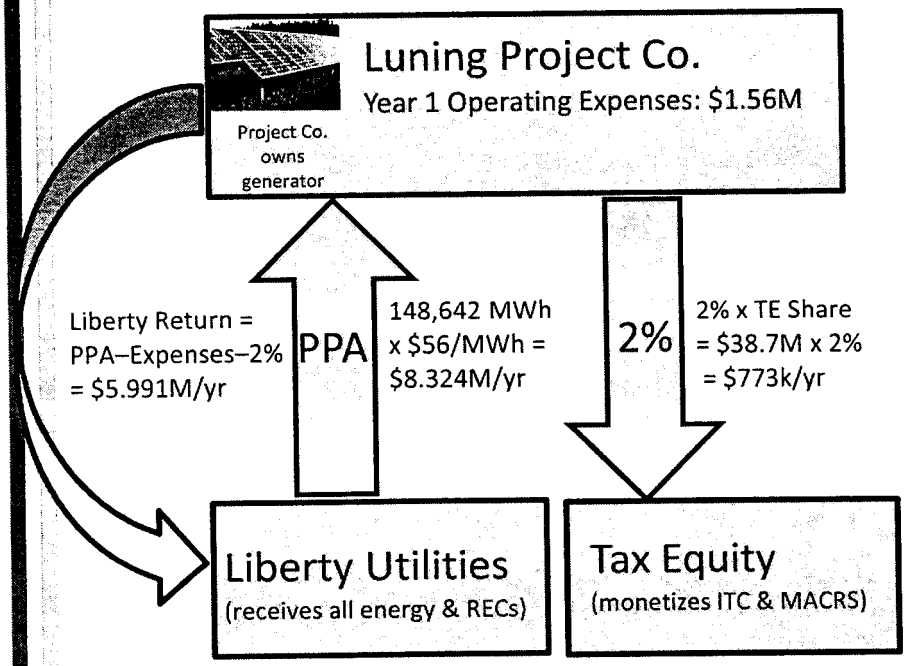
Liberty Utilities
WATER GAS ELECTRIC

Illustrative Example of Tax Equity Structure for the Luning Solar Project

50MW Plant, (148.6 GWh Annual Production Year 1)

Tax Equity Period

(~5 years)



Step 1: Liberty pays Solar Project Co. for energy deliveries under a PPA.

Step 2: Solar Project Co. pays Tax Equity 2% distribution from PPA revenue.

Step 3: Solar Project Co. pays all O&M / A&G expenses.

Step 4: Solar Project Co. returns to Liberty all the remaining project revenues.

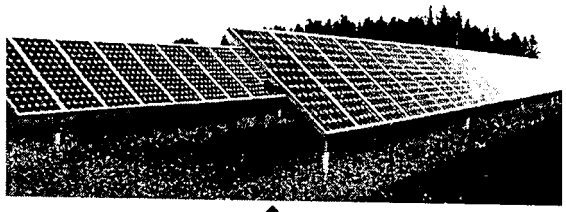
Note: $56/MWh PPA pricing to be finalized as part of final negotiations with Tax Equity partner

Illustrative Example of Tax Equity Structure for the Luning Project

Liberty Utilities
WATER GAS ELECTRIC

Post Tax Equity Period

(~ Year 6)



Liberty owns the plant outright

Liberty Utilities

- Liberty makes a one-time buy-out payment to Tax Equity of ~$4.0M.
- Liberty takes 100% ownership of the Solar Project.
- Liberty dissolves the Solar Project Co.
- Liberty receives all energy and RECs from the Solar Project.
- Liberty pays all O&M and A&G expenses.

(END OF ATTACHMENT B)

ATTACHMENT C

Liberty Utilities' Motion to file Confidential Information Under Seal
(April 17, 2015);

All-Party Motion to File Confidential Information
(August 27, 2015)

BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF CALIFORNIA

In the Matter of the Application of Liberty Utilities (CalPeco Electric) LLC (U 933 E) for the Issuance of a Certificate of Public Convenience and Necessity to Acquire, Own, and Operate the Luning and Minden Solar Projects, Authorize Ratemaking Associated with the Solar Projects' Capital Investment and Operating Expenses, and Issuance of Expedited Decision Granting Such Relief.	Application 15-04 -__ (Filed April 17, 2015)

MOTION OF LIBERTY UTILITIES (CALPECO ELECTRIC) LLC (U 933 E) FOR LEAVE TO FILE THE CONFIDENTIAL VERSION OF THE APPLICATION AND EXHIBITS B AND C TO THE APPLICATION UNDER SEAL, AND TO SEAL THE EVIDENTIARY RECORD CONTAINING CONFIDENTIAL INFORMATION IN THE TESTIMONY OF TRAVIS JOHNSON, THE TESTIMONY OF JEFF NORMAN, THE TESTIMONY OF TODD MOONEY, AND THE TESTIMONY OF MICHAEL LONG, CONSISTENT WITH THE CONFIDENTIALITY PROTECTIONS OF DECISIONS 06-06-066 AND 08-04-023, PUBLIC UTILITIES CODE SECTIONS 454.5(G) AND 583, AND/OR GENERAL ORDER 66-C

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Attorneys for Liberty Utilities
(CalPeco Electric) LLC

Dated: April 17, 2015

LIBERTY UTILITIES (CALPECO ELECTRIC) LLC (U 933 E)
Application 15-04 -__ CPCN Application for Luning and Minden Solar Projects
April 17, 2015

IDENTIFICATION OF CONFIDENTIAL INFORMATION PER DECISION 06-06-066, DECISION 08-04-023 and General Order 66-C

Redaction Reference	Listed in Matrix (Y/N)	Matrix Category	Comply with matrix limitation (Y/N)	Not already public (Y/N)	Cannot be aggregated, redacted or summarized (Y/N)	Liberty Utilities' Justification for Confidential Treatment	Length of Time
Application: p.14, p.23, p.27, p.40 Chapter 2: p.2-14, Lines 10–11 p.2-15, Lines 5–6 Chapter 3: p.3-12, Lines 5, 17–18 Chapter 4: p. 4-8, Lines 8–13 p. 4-16, Lines 6–7 Chapter 7: p. 7-2, Lines 8–10 p. 7-7, Lines 16–17 p. 7-11, Line 15	Y	Item VIII.A General Order 66-C, Section 2.2	Y	Y	Y	The redacted information contains confidential and proprietary information project developers have submitted confidentially to Liberty Utilities as part of its competitive solicitation process. If revealed, the project developers could be disadvantaged in future solicitations.	For information covered under Item VIII.A, indefinite. For information covered under GO 66-C, indefinite.

LIBERTY UTILITIES (CALPECO ELECTRIC) LLC (U 933 E) Application 15-04 -__ CPCN Application for Luning and Minden Solar Projects April 17, 2015							
IDENTIFICATION OF CONFIDENTIAL INFORMATION PER DECISION 06-06-066, DECISION 08-04-023 and General Order 66-C							
						disclosed would place Liberty Utilities and its counter-parties at an unfair business disadvantage.	indefinite.
Application: p.5 (Bullet 2 and footnote 7), p.15, p.23, p.24, p.40, p.42 Chapter 2: p.2-14 Lines 15–16 Chapter 3: p.3-12, Lines 9–10 Chapter 5: p.5-4, Lines 11, 16–17 Chapter 6: p. 6-7, Line 2 p. 6-8, Lines 16–18, 20–22 p. 6-9, Lines 7–8 Chapter 7: p. 7-12, Line 22 p. 7-13, Line 1	Y	Item VII.G Item VII.H General Order 66-C, Section 2.2	Y	Y	Y	The redacted information contains confidential information regarding Liberty Utilities' contemplated tax equity arrangements with potential tax equity partners. If revealed this information could prejudice Liberty Utilities' bargaining positions with potential tax equity partners and could place Liberty Utilities at an unfair business advantage. Prospective tax equity investors negotiating with Liberty Utilities could use this information in negotiations as leverage to obtain certain terms and conditions.	For information covered under Item VII.H, remain confidential for 3 years. For information covered under Item VII.G, remain confidential for 3 years, or until one year following expiration, whichever comes first. For information under GO 66-C, indefinite.

FILED
8-27-15
04:59 PM

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

In the Matter of the Application of Liberty Utilities (CalPeco Electric) LLC (U 933 E) for the Issuance of a Certificate of Public Convenience and Necessity to Acquire, Own, and Operate the Luning and Minden Solar Projects, Authorize Ratemaking Associated with the Solar Projects' Capital Investment and Operating Expenses, and Issuance of Expedited Decision Granting Such Relief.	Application 15-04-016 (Filed April 17, 2015)

ALL-PARTY MOTION TO FILE UNDER SEAL THE ALL-PARTY MOTION FOR COMMISSION APPROVAL OF PROPOSED SETTLEMENT AGREEMENT AND EXHIBITS 1–3, 5–9 TO THE ALL-PARTY MOTION TO ADMIT CERTAIN MATERIALS INTO EVIDENTIARY RECORD

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Attorney for the OFFICE OF RATEPAYER ADVOCATES

Dated: August 27, 2015

Redaction Reference	Listed in Matrix (Y/N)	Matrix Category	Comply with matrix limitation (Y/N)	Not already public (Y/N)	Cannot be aggregated, redacted or summarized (Y/N)	Liberty Utilities' Justification for Confidential Treatment	Length of Time
Evidence Admission Motion, Exhibit 1 (Confidential Version of Stipulated Facts) Section I.B.3, p. 6 Section I.B.5, p. 7	Y	Item VII.G General Order 66-C, Section 2.2	Y	Y	N	The redacted information contains price information from the Luning Project Purchase and Sale Agreement and operating costs from the Luning Project Operations and Maintenance Agreement, both of which were competitively bid as part of Liberty Utilities' solicitation process to select a solar project. The information is confidential, proprietary and market sensitive information that if disclosed prior to Commission approval of the final agreements would place Liberty Utilities and its counter-party at an unfair business disadvantage.	For information covered under Item VII.G, remain confidential for 3 years, or until one year following expiration of the agreement, whichever comes first. For information under GO 66-C, indefinite.

Redaction Reference	Listed in Matrix (Y/N)	Matrix Category	Comply with matrix limi-tation (Y/N)	Not already public (Y/N)	Cannot be aggregated, redacted or summarized (Y/N)	Liberty Utilities' Justification for Confidential Treatment	Length of Time
Evidence Admission Motion, Exhibit 2 (Confidential Version of Settlement Agreement) Section 4.1, p. 9 Section 4.3, p. 10	Y	Item VII.G General Order 66-C, Section 2.2	Y	Y	N	The redacted information contains price information from the Luning Project Purchase and Sale Agreement and operating costs from the Luning Project Operations and Maintenance Agreement, both of which were competitively bid as part of Liberty Utilities' solicitation process to select the Luning Project. The information is confidential, proprietary, and market sensitive information that if disclosed prior to Commission approval of the final agreements would place Liberty Utilities and its counter-party at an unfair business disadvantage.	For information covered under Item VII.G, remain confidential for 3 years, or until one year following expiration of the agreement, whichever comes first. For information under GO 66-C, indefinite.

Redaction Reference	Listed in Matrix (Y/N)	Matrix Category	Comply with matrix limitation (Y/N)	Not already public (Y/N)	Cannot be aggregated, redacted or summarized (Y/N)	Liberty Utilities' Justification for Confidential Treatment	Length of Time
Evidence Admission Motion, Exhibit 3 (Amended and Restated Purchase and Sale Agreement by and between Invenergy Solar Development Co. and Liberty Utilities for the Luning Solar Project, dated August 19, 2015)	Y	Item VII.G General Order 66-C, Section 2.2	Y	Y	Y	The Amended and Restated Purchase and Sale Agreement for the Luning Solar Project includes confidential, proprietary, and market sensitive information that if disclosed would place Liberty Utilities and its counter-party at an unfair business disadvantage.	For information covered under Item VII.G, remain confidential for 3 years from date contract states deliveries to begin; or until one year following expiration of the agreement, whichever comes first. For information under GO 66-C, indefinite.
Evidence Admission Motion, Exhibit 5 (Form of Luning Project Operations and Maintenance Agreement by and between by and between Invenergy Solar Development Co. and Liberty Utilities)	Y	Item VII.E General Order 66-C, Section 2.2	Y	Y	Y	The Operations and Maintenance Agreement for the Luning Solar Project is a draft commercial document and thus its disclosure prior to final corporate approval and execution could likely prejudice Liberty Utilities and its counter-party.	For information covered under Item VII.B, remain confidential for 3 years, or until one year following expiration of the agreement, whichever comes first. For information under GO 66-C, indefinite.

Redaction Reference	Listed in Matrix (Y/N)	Matrix Category	Comply with matrix limitation (Y/N)	Not already public (Y/N)	Cannot be aggregated, redacted or summarized (Y/N)	Liberty Utilities' Justification for Confidential Treatment	Length of Time
Evidence Admission Motion, Exhibit 6 (Draft of Power Purchase Agreement for the Luning Project)	Y	Item VII.E General Order 66-C, Section 2.2	Y	Y	Y	The draft Power Purchase Agreement for the generation from the Luning Solar Project is a draft commercial document and thus its disclosure prior to final corporate approval and execution could likely prejudice Liberty Utilities and its counter-parties. Once executed, the draft Power Purchase Agreement will include confidential, proprietary and market sensitive information that if disclosed would place Liberty Utilities at an unfair business disadvantage.	For information covered under Item VII.B, remain confidential for 3 years, or until one year following expiration of the agreement, whichever comes first. For information under GO 66-C, indefinite.

Redaction Reference	Listed in Matrix (Y/N)	Matrix Category	Comply with matrix limitation (Y/N)	Not already public (Y/N)	Cannot be aggregated, redacted or summarized (Y/N)	Liberty Utilities' Justification for Confidential Treatment	Length of Time
Evidence Admission Motion, Exhibit 7 (Liberty Utilities' responses to ORA Data Requests No. 1.) Request 2, p. 3–5 Request 4, p. 6	Y	Item VII.G Item VII.B Item VII.H Item II.A.2 Item XI General Order 66-C, Section 2.2	Y	Y	N	Request 2 contains information regarding the First Amended 2016 NV Energy Service Agreement. The cost projections and analysis with respect to the First Amended 2016 NV Energy Service Agreement includes confidential, proprietary and market sensitive information that if disclosed would place Liberty Utilities and its counter-party at an unfair business disadvantage. Request 2 contains Liberty Utilities' analysis and evaluation of proposed RPS projects. If revealed, project developers could use this information in future solicitations to gain an unfair advantage. Requests 2 and 4 contain confidential information regarding Liberty Utilities' electric price forecasts that if disclosed would place Liberty Utilities at an unfair business	For information covered under Item VII.H, remain confidential for 3 years. For information covered under Item VII.G and VII.B, remain confidential for 3 years, or until one year following expiration, whichever comes first. For information covered under Item VIII.B, three years after winning bidders selected (i.e., March 2018). For information covered under Item II.A.2, remain confidential for 3 years. For information

Redaction Reference	Listed in Matrix (Y/N)	Matrix Category	Comply with matrix limi-tation (Y/N)	Not already public (Y/N)	Cannot be aggregated, redacted or summarized (Y/N)	Liberty Utilities' Justification for Confidential Treatment	Length of Time
						disadvantage. Requests 2 and 4 contain information regarding Liberty Utilities' monthly procurement costs for conventional and renewable energy that if disclosed would place Liberty Utilities and its counter-parties at an unfair business disadvantage.	covered under Item XI, remain confidential for three years. For information under GO 66-C, indefinite.
Evidence Admission Motion, Exhibit 8 (Liberty Utilities' responses to ORA Data Requests No. 2) Request 3, p. 5–6 Request 4, p. 6 Request 5, p. 7 Request 6, p. 8 Request 7, p. 9	Y	Item VII.G Item VII.B Item II.A.2 Item XI General Order 66-C, Section 2.2	Y	Y	N	Requests 3, 4, 5, 6 and 7 contain analyses of the First Amended 2016 NV Energy Services Agreement and the Amended and Restated Luning Project Purchase and Sale Agreement, including pricing terms. These a analysis relating to these agreements include confidential, proprietary and market sensitive information that if disclosed would place Liberty Utilities and its counter-parties at an unfair business disadvantage.	For information covered under Item VII.G and VII.B, remain confidential for 3 years from date contract states deliveries to begin (i.e., 01/2019); or until one year following expiration of the agreement, whichever comes first. For information covered under Item

Redaction Reference	Listed in Matrix (Y/N)	Matrix Category	Comply with matrix limitation (Y/N)	Not already public (Y/N)	Cannot be aggregated, redacted or summarized (Y/N)	Liberty Utilities' Justification for Confidential Treatment	Length of Time
						Requests 4 and 5 contain confidential information regarding Liberty Utilities' electric price forecasts that if disclosed would place Liberty Utilities at an unfair business disadvantage.	II.A.2, remain confidential for 3 years. For information covered under Item XI, remain confidential for three years. For information under GO 66-C, indefinite.
Evidence Admission Motion, Exhibit 9 (Liberty Utilities' responses to ORA Data Requests No. 3.) Request 1-E, p. 5–6 Request 2, p. 7–8 Request 4, p. 9–10	Y	Item XI Item VII.G Item VII.B General Order 66-C, Section 2.2	Y	Y	N	Requests 1-E, 2, and 4 contain information regarding Liberty Utilities' monthly procurement costs that if disclosed would place Liberty Utilities at an unfair business disadvantage. Requests 2 and 4 contain analyses of the First Amended 2016 NV Energy Services Agreement, including pricing terms. The analyses include confidential, proprietary and market sensitive information	For information covered under Item VII.G and VII.B, remain confidential for 3 years from date contract states deliveries to begin (i.e., 01/2019); or until one year following expiration of the agreement, whichever comes first.

Redaction Reference	Listed in Matrix (Y/N)	Matrix Category	Comply with matrix limi-tation (Y/N)	Not already public (Y/N)	Cannot be aggregated, redacted or summarized (Y/N)	Liberty Utilities' Justification for Confidential Treatment	Length of Time
						that if disclosed would place Liberty Utilities and its counter-parties at an unfair business disadvantage.	For information under GO 66-C, indefinite.

(END OF ATTACHMENT C)

ATTACHMENT D

Exhibit List

Exhibit List

A.15-04-016

EXHIBITS MARKED AND ADMITTED PURSUANT TO RULING IN DECISION
List includes public versions of exhibits and 'confidential" versions of the same exhibits with some redactions, marked as "Exhibit__ C"

EXH #	DESCRIPTION	Confidential "CCR"
LU-1	All Party Stipulated Facts	LU-1C
LU-2	Settlement Agreement dated August 21, 2015	LU-2C
	Amended and Restated Purchase and Sale agreement by and between Invenergy Solar Development Company and Liberty Utilities for the Luning Solar Project (April 19, 2015)	LU-3C
LU-4	First Amended Service agreement between Liberty Utilities and Sierra pacific Power Company,, dba NV Energy	
	Form of Operations and Maintenance Agreement by and between Invenergy Solar Development Company and Liberty Utilities	LU-5C
	Form of Luning Solar Power Project Power Purchase Agreement	LU -6C
LU-7	Liberty Utilities' responses to ORA data Request #1	LU-7C
LU-8	Liberty Utilities' responses to ORA data Request #2	LU-8C
LU-9	Liberty Utilities' responses to ORA data Request #3	LU-9C
LU-10	Seven chapters of prepared Direct Testimony by Liberty Utilities about the solar projects and appendix with statements of qualifications; chapter 1 has no confidential version	LU-10C
LU-11	Liberty Utilities Motion to Admit Additional Materials Into the record (i.e., the text & charts contained in the motion, and two exhibits, i.e., work papers describing the basis for assumed cost savings from a reduced Demand Charge, and Motion, and graphic illustration of the tax equity financing structure.	
LU-12	Declaration of Gregory S. Sorensen with attachments	

(End of Attachment D)