

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



**FILED**

06/05/26

03:15 PM

A2510007

Application of PacifiCorp (U 901 E) for Authority  
Under Public Utilities Code Section 851 to  
Encumber Certain Water Rights

Application 25-10-007  
(Filed October 15, 2025)

**MOTION OF PACIFICORP (U 901 E) FOR CONFIDENTIAL TREATMENT**

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Dated: June 5, 2026

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In accordance with Rule 11.5 of the Commission’s Rules of Practice and Procedure and the Administrative Law Judge’s May 27, 2026 ruling directing the applicant to file a response with a copy of the Power Purchase Agreement (PPA) between PacifiCorp and US SFR Owner, LLC (US SFR), PacifiCorp d/b/a Pacific Power (PacifiCorp) submits this motion for confidential treatment of the PPA. The entirety of the PPA is a commercially sensitive and unique commercial document that, if made public, would place PacifiCorp at a competitive disadvantage in future PPA negotiations, which would likely increase costs for customers.

**I. REQUEST FOR CONFIDENTIAL TREATMENT**

**A. D.06-06-066 IOU Matrix**

Decision 06-06-066 adopted an extensive framework for identifying confidential utility procurement data, which is colloquially referred to as the “IOU Matrix.”<sup>1</sup> Section VII of the IOU Matrix addresses confidentiality of bilateral contract terms and conditions for electric procurement. Item VII.B provides that contracts and PPAs between utilities and non-affiliated third parties are to be treated as confidential for the earlier of three years from the date deliveries are set to begin or one year after the PPA expiration. Summary information regarding the PPA, including the counterparty, resource type, location, capacity, and certain delivery information

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<sup>1</sup> D.06-06-066, Appendix I, IOU Matrix.

may be provided publicly. A.25-10-007 provides public summary information for the PPA, including the counterparty, resource type, project capacity, and location.<sup>2</sup> The remainder of the PPA information is confidential under Item VII.B of the IOU Matrix, as the PPA is a bilateral contract with a non-affiliate entity.<sup>3</sup> It is therefore appropriate for the Commission to designate the entirety of the PPA as confidential under the IOU Matrix for a three-year period following the specified date for commencement of deliveries. Specifically, PacifiCorp requests that the PPA be designated as confidential through December 31, 2036, which is three years after the outside commercial operation date for the generating facility.<sup>4</sup>

**B. Government Code Section 7922.000**

In addition to the IOU Matrix, the entirety of the PPA is protected from public disclosure under Government Code section 7922.000, because the public interest in maintaining confidential treatment outweighs the public interest in disclosure. This is the case for several reasons.

First, the PPA contains detailed, transaction-specific commercial terms that, if disclosed publicly, would compromise PacifiCorp's ability to negotiate effectively in future PPA transactions. PPA negotiation is a complex process that relies heavily on the parties' financial positions, procurement needs, and other internal business-related considerations. Disclosure of negotiated PPA terms would provide counterparties in future negotiations with strategic insight into PacifiCorp's and US SFR's bargaining positions, price tolerances, and contractual

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<sup>2</sup> A.25-10-007, pp. 1–3.

<sup>3</sup> The IOU Matrix excludes RPS-eligible contracts from the confidentiality protections, but nuclear power is not an eligible renewable generation resource. (D.06-06-066, Appendix I, IOU Matrix, Item VII.B; Pub. Util. Code § 399.12 [defining “eligible renewable energy resource” as provided in Public Resources Code § 25741(a) ( listing biomass, solar thermal, photovoltaic, wind, geothermal, fuel cells or linear generators using identified fuels, digester gas, municipal solid waste conversion, landfill gas, ocean wave, ocean thermal, or tidal current)].)

<sup>4</sup> PPA, Exhibit N, Project Milestones.

expectations. Such knowledge obtained by another party would place PacifiCorp at a material, competitive disadvantage. PacifiCorp's diminished bargaining power would likely produce less favorable PPA terms, which in turn would likely raise costs for customers.

Second, the PPA itself provides that its terms must be protected from public disclosure.<sup>5</sup> Public disclosure of the PPA would not only violate US SFR's expectations, but it would place PacifiCorp in breach of contract. Beyond the immediate contractual violation, publicly disclosing the PPA would undermine PacifiCorp's credibility as a counterparty. Commercial counterparties, including US SFR and others with whom PacifiCorp negotiates large and long-term agreements, must be able to rely on PacifiCorp's ability to maintain agreed-upon confidentiality protections. Erosion of this trust could materially hinder PacifiCorp's ability to enter into future agreements on favorable terms or to attract counterparties willing to negotiate openly and constructively.

Third, the PPA would provide minimal benefit to the public. The terms of the PPA do not concern safety, environmental impacts, service quality, or another category of information whose public disclosure would benefit the public. The Commission has received the full PPA and is therefore able to review it in its entirety. Moreover, the PPA's terms are not relevant to the relief requested in A.25-10-007; the PPA simply exists as a condition precedent to the Water Use Agreement under which PacifiCorp has asked for authority to encumber certain water rights. No element of the public interest is impaired by maintaining the confidentiality of the PPA.

For these reasons, the balance of interests under Government Code section 7922.000 weighs decisively in favor of nondisclosure. The potential harm to PacifiCorp and its customers from releasing the PPA substantially outweighs any potential benefit of public access. The

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<sup>5</sup> PPA, Section 23, Confidentiality.

