

PUBLIC UTILITIES COMMISSION
505 Van Ness Avenue
San Francisco CA 94102-3298



Pacific Gas & Electric Company
ELC (Corp ID 39)
Status of Advice Letter 6799E
As of March 2, 2023

Subject: Update to Pacific Gas and Electric Company's Bundled Procurement Plan Electrical Capacity and Ratable Rate, Natural Gas Pipeline Capacity, Natural Gas Storage Procurement, and Greenhouse Gas

Division Assigned: Energy

Date Filed: 12-22-2022

Date to Calendar: 12-30-2022

Authorizing Documents: D0712052

Disposition:	Accepted
Effective Date:	12-22-2022

Resolution Required: No

Resolution Number: None

Commission Meeting Date: None

CPUC Contact Information:

edtariffunit@cpuc.ca.gov

AL Certificate Contact Information:

Kimberly Loo

(415)973-4587

PGETariffs@pge.com

PUBLIC UTILITIES COMMISSION
505 Van Ness Avenue
San Francisco CA 94102-3298



To: Energy Company Filing Advice Letter

From: Energy Division PAL Coordinator

Subject: Your Advice Letter Filing

The Energy Division of the California Public Utilities Commission has processed your recent Advice Letter (AL) filing and is returning an AL status certificate for your records.

The AL status certificate indicates:

- Advice Letter Number
- Name of Filer
- CPUC Corporate ID number of Filer
- Subject of Filing
- Date Filed
- Disposition of Filing (Accepted, Rejected, Withdrawn, etc.)
- Effective Date of Filing
- Other Miscellaneous Information (e.g., Resolution, if applicable, etc.)

The Energy Division has made no changes to your copy of the Advice Letter Filing; please review your Advice Letter Filing with the information contained in the AL status certificate, and update your Advice Letter and tariff records accordingly.

All inquiries to the California Public Utilities Commission on the status of your Advice Letter Filing will be answered by Energy Division staff based on the information contained in the Energy Division's PAL database from which the AL status certificate is generated. If you have any questions on this matter please contact the:

Energy Division's Tariff Unit by e-mail to
edtariffunit@cpuc.ca.gov

December 22, 2022

Advice 6799-E
(Pacific Gas and Electric Company ID U 39 E)

Public Utilities Commission of the State of California

Subject: Update to Pacific Gas and Electric Company's Bundled Procurement Plan – Electrical Capacity and Ratable Rate, Natural Gas Pipeline Capacity, Natural Gas Storage Procurement, and Greenhouse Gas Procurement Limits and Resource Adequacy Solicitation Schedule

Introduction

Pacific Gas and Electric Company (PG&E) hereby submits to the California Public Utilities Commission (Commission or CPUC) this advice letter to update electrical capacity and ratable rate, natural gas pipeline capacity, natural gas storage procurement, and greenhouse gas (GHG) procurement limits in PG&E's approved Bundled Procurement Plan (BPP). PG&E also proposes to update its BPP to revise PG&E's Resource Adequacy (RA) Solicitation Schedule within Appendix S (Sales Framework) to cover delivery periods for the current and upcoming calendar years.

Background

PG&E's BPP establishes the utility's procurement authority on behalf of bundled customers, consistent with Public Utilities Code Section 454.5, which obviates the need for an after-the-fact reasonableness review by the Commission as long as the resulting utility procurement decisions are consistent with the approved plan. In Decision (D.) 15-10-031, the Commission adopted the investor-owned utilities' proposed BPPs with modifications and required PG&E to submit a conformed copy of its BPP, which was submitted by PG&E on December 10, 2015.¹ Since then, PG&E has updated its BPP as needed, pursuant to certain advice letter filings that have appropriately been approved by the Commission, when market conditions or electric portfolio changes necessitate modifying PG&E's BPP. On March 18, 2021, the Commission approved PG&E's Advice Letter 5985-E via Resolution E-5129, which extended PG&E's procurement authority

¹ On June 15, 2016, Energy Division issued a disposition letter approving PG&E's Conformed BPP submitted in Advice Letter 4750-E, consistent with D.15-10-031 and D.16-01-015.

under its Conformed 2014 BPP on a rolling basis until an updated or new BPP is approved for PG&E in the Integrated Resource Plan Proceeding (R.20-05-003) or elsewhere.

PG&E's BPP establishes electrical capacity procurement limits and ratable rates that apply to electric capacity transactions with deliveries beyond the prompt calendar year.² PG&E's BPP indicates that PG&E will file an "annual (or more frequent, if necessary) update to its electrical capacity, electric energy, natural gas, and greenhouse gas procurement limit and ratable rates in Appendix C in a Tier 1 advice letter".³ During the years in which PG&E does not file an updated conformed bundled procurement plan, PG&E will submit changes to its BPP procurement limits and ratable rates via a Tier 1 advice letter.

Discussion

In this advice letter, PG&E adjusts the previously approved electric capacity and ratable rate, natural gas pipeline capacity, natural gas storage procurement, and GHG procurement limits, as well as removal of contextual information related to price curves rendered unnecessary by the adjustments. All the adjustments and related changes are illustrated by Confidential Attachments A and B. PG&E is not proposing any other updates to its approved procurement limits and ratable rates at this time. Confidential Attachments A and B of this advice letter include redlined and clean versions of the revised electrical capacity and ratable rate, natural gas pipeline capacity, natural gas storage procurement, and GHG procurement limits tables appearing in Section A ("Limits"), Section B ("Natural Gas Procurement Limits"), and Section C ("Greenhouse Gas Procurement Limits") of Appendix C of PG&E's BPP.

PG&E also seeks to modify Appendix S to its BPP to update PG&E's RA solicitation schedule. Appendix S includes a schedule of anticipated start dates for PG&E solicitations. PG&E is expected to update this schedule on an annual basis via Tier 1 Advice Letter and does so here.

In accordance with D.07-12-052, all proposed updates to the BPP are to be made via an advice letter and shall include red-lined pages of the BPP as well as clean replacement pages.⁴ Accordingly, PG&E attaches to this Advice Letter redlined, as well as clean replacement pages, for the proposed procurement limit changes and Appendix S changes proposed for PG&E's BPP.

Confidentiality

In support of this Advice Letter, PG&E submits Confidential Attachments A, B, C, and D in the manner directed by D.14-10-033, D. 06-06-066, and D.08-04-023 to demonstrate the confidentiality of the material and to invoke the protection of confidential utility

² BPP, Sheet Nos. 65-67.

³ BPP, Sheet No. 37.

⁴ D.07-12-052 at pp. 184-185.

information provided under D.14-10-033, D. 06-06-066, General Order 66-D and Public Utilities Code Section 454.5(g). A separate Declaration Seeking Confidential Treatment is being submitted concurrently with this Advice Letter.

In accordance with GO 96-B, a copy of PG&E's Proposed Protective Order is attached as Attachment J.

Attachments

Confidential Attachment A	Proposed Edits to Electrical Capacity Procurement and 1 X Ratable Rate, Natural Gas Pipeline Capacity, Natural Gas Storage Procurement, and GHG Procurement Limits, BPP Sheets 67, 68, 72, 76, 77, 80, 81, 83, 84 (Redline)
Confidential Attachment B	Proposed Edits to Electrical Capacity Procurement and 1 X Ratable Rate, Natural Gas Pipeline Capacity, Natural Gas Storage Procurement, and GHG Procurement Limits, BPP Sheets 67, 68, 72, 76, 77, 80, 81, 83, 84 (Clean)
Confidential Attachment C	Confidential Workpapers - GHG Procurement Limits
Confidential Attachment D	Confidential Workpapers - Natural Gas Pipeline Capacity Procurement Limits
Public Attachment E	Proposed Edits to Electrical Capacity Procurement and 1 X Ratable Rate, Natural Gas Pipeline Capacity, Natural Gas Storage Procurement, and GHG Procurement Limits, BPP Sheets 67, 68, 72, 76, 77, 80, 81, 83, 84 (Redline)
Public Attachment F	Proposed Edits to Electrical Capacity Procurement and 1 X Ratable Rate, Natural Gas Pipeline Capacity, Natural Gas Storage Procurement and GHG Procurement Limits, BPP Sheets 67, 68, 72, 76, 77, 80, 81, 83, 84 (Clean)
Public Attachment G	Proposed Edits to PG&E's RA Solicitation Schedule, Sheet 270 (Redline)
Public Attachment H	Proposed Edits to PG&E's RA Solicitation Schedule, Sheet 270 (Clean)

Public Attachment I	Declaration of Robert Gomez Seeking Confidential Treatment Pursuant to D.06-06-066 and Public Utilities Code §454.5(g).
Public Attachment J	Proposed Protective Order

Protests

Anyone wishing to protest this submittal may do so by letter sent electronically via E-mail, no later than January 11, 2023, which is 20 days after the date of this submittal. Protests must be submitted to:

CPUC Energy Division
ED Tariff Unit
E-mail: EDTariffUnit@cpuc.ca.gov

The protest shall also be electronically sent to PG&E via E-mail at the address shown below on the same date it is electronically delivered to the Commission:

Sidney Bob Dietz II
Director, Regulatory Relations
c/o Megan Lawson
E-mail: PGETariffs@pge.com

Any person (including individuals, groups, or organizations) may protest or respond to an advice letter (General Order 96-B, Section 7.4). The protest shall contain the following information: specification of the advice letter protested; grounds for the protest; supporting factual information or legal argument; name and e-mail address of the protestant; and statement that the protest was sent to the utility no later than the day on which the protest was submitted to the reviewing Industry Division (General Order 96-B, Section 3.11).

Effective Date

PG&E requests that this Tier 1 advice letter become effective on December 22, 2022.

Notice

In accordance with GO 96-B, Section IV, a copy of this advice letter is being sent electronically to parties shown on the attached list and the parties on the service list for R.20-05-003. Address changes to the GO 96-B service list should be directed to PG&E at email address PGETariffs@pge.com. For changes to any other service list, please contact the Commission's Process Office at (415) 703-2021 or at Process_Office@cpuc.ca.gov. Send all electronic approvals to PGETariffs@pge.com.



ADVICE LETTER SUMMARY

ENERGY UTILITY



MUST BE COMPLETED BY UTILITY (Attach additional pages as needed)

Company name/CPUC Utility No.: Pacific Gas and Electric Company (ID U39 E)

Utility type:

- ELC GAS WATER
 PLC HEAT

Contact Person: Kimberly Loo

Phone #: (415)973-4587

E-mail: PGETariffs@pge.com

E-mail Disposition Notice to: KELM@pge.com

EXPLANATION OF UTILITY TYPE

ELC = Electric GAS = Gas WATER = Water
 PLC = Pipeline HEAT = Heat

(Date Submitted / Received Stamp by CPUC)

Advice Letter (AL) #: 6799-E

Tier Designation: 1

Subject of AL: Update to Pacific Gas and Electric Company's Bundled Procurement Plan – Electrical Capacity and Ratable Rate, Natural Gas Pipeline Capacity, Natural Gas Storage Procurement, and Greenhouse Gas Procurement Limits and Resource Adequacy Solicitation Schedule

Keywords (choose from CPUC listing): Compliance

AL Type: Monthly Quarterly Annual One-Time Other:

If AL submitted in compliance with a Commission order, indicate relevant Decision/Resolution #: D.07-12-052

Does AL replace a withdrawn or rejected AL? If so, identify the prior AL: No

Summarize differences between the AL and the prior withdrawn or rejected AL:

Confidential treatment requested? Yes No

If yes, specification of confidential information: See Attachment I
 Confidential information will be made available to appropriate parties who execute a nondisclosure agreement. Name and contact information to request nondisclosure agreement/ access to confidential information: Robert Gomez, Robert.Gomez@pge.com

Resolution required? Yes No

Requested effective date: 12/22/22

No. of tariff sheets: 0

Estimated system annual revenue effect (%): N/A

Estimated system average rate effect (%): N/A

When rates are affected by AL, include attachment in AL showing average rate effects on customer classes (residential, small commercial, large C/I, agricultural, lighting).

Tariff schedules affected: N/A

Service affected and changes proposed¹: N/A

Pending advice letters that revise the same tariff sheets: N/A

¹Discuss in AL if more space is needed.

Protests and correspondence regarding this AL are to be sent via email and are due no later than 20 days after the date of this submittal, unless otherwise authorized by the Commission, and shall be sent to:

California Public Utilities Commission
Energy Division Tariff Unit Email:
EDTariffUnit@cpuc.ca.gov

Contact Name: Sidnev Bob Dietz II. c/o Megan Lawson
Title: Director, Regulatory Relations
Utility/Entity Name: Pacific Gas and Electric Company

Telephone (xxx) xxx-xxxx:
Facsimile (xxx) xxx-xxxx:
Email: PGETariffs@pge.com

Contact Name:
Title:
Utility/Entity Name:

Telephone (xxx) xxx-xxxx:
Facsimile (xxx) xxx-xxxx:
Email:

CPUC
Energy Division Tariff Unit
505 Van Ness Avenue
San Francisco, CA 94102

Clear Form

PACIFIC GAS AND ELECTRIC COMPANY

Attachment A

**Proposed Edits to Electrical Capacity
Procurement and 1 X Ratable Rate, Natural
Gas Pipeline Capacity, Natural Gas Storage
Procurement, and GHG Procurement Limits,
BPP Sheets 67, 68, 72, 76, 77, 80, 81, 83, 84
(Redline)**

(Confidential)

PACIFIC GAS AND ELECTRIC COMPANY

Attachment B

**Proposed Edits to Electrical Capacity
Procurement and 1 X Ratable Rate, Natural
Gas Pipeline Capacity, Natural Gas Storage
Procurement, and GHG Procurement Limits,
BPP Sheets 67, 68, 72, 76, 77, 80, 81, 83, 84
(Clean)**

(Confidential)

PACIFIC GAS AND ELECTRIC COMPANY

Attachment C

Confidential Workpapers – GHG Procurement Limits

(Confidential)

PACIFIC GAS AND ELECTRIC COMPANY

Attachment D

**Confidential Workpapers - Natural Gas
Pipeline Capacity Procurement Limits**

(Confidential)

PACIFIC GAS AND ELECTRIC COMPANY

Attachment E

**Proposed Edits to Electrical Capacity
Procurement and 1 X Ratable Rate, Natural
Gas Pipeline Capacity, Natural Gas Storage
Procurement, and GHG Procurement Limits,
BPP Sheets 67, 68, 72, 76, 77, 80, 81, 83, 84
(Redline)**

(Public)



- f) On occasion, whether due to the lumpiness of procurement, Commission mandated procurement (such as non-renewable, non-CHP Qualifying Facilities, non-Energy Storage, or unique and fleeting opportunities), transactions in a given year may exceed the electrical capacity procurement limits and/or ratable rates for that year. For these transactions, PG&E will request from the Commission an exemption from the annual electrical capacity procurement limits and/or ratable rates as necessary when seeking approval for the transaction.

TABLE C-1
PACIFIC GAS AND ELECTRIC COMPANY
CPUC APPROVED SCENARIO
ELECTRICAL CAPACITY PROCUREMENT AND 1 X RATABLE RATE LIMITS (MW)
CONFIDENTIAL

Delivery Year	Procurement Limit (MW)	1 x RR in <u>2015</u> <u>2023</u>	1 x RR in <u>2016</u> <u>2024</u>	1 x RR in <u>2017</u> <u>2025</u>	1 x RR in <u>2018</u> <u>2026</u>
<u>2017</u> <u>2025</u>			n/a	n/a	n/a
<u>2018</u> <u>2026</u>				n/a	n/a
<u>2019</u> <u>2027</u>					n/a
<u>2020</u> <u>2028</u>					
<u>2021</u> <u>2029</u>					
<u>2022</u> <u>2030</u>					
<u>2023</u> <u>2031</u>					
<u>2024</u> <u>2032</u>					

TABLE C-2
PACIFIC GAS AND ELECTRIC COMPANY
ELECTRICAL CAPACITY IMPLIED MARKET HEAT RATE MARKET CONDITION MEASURE

Line No.	Measure	Value (MMBtu/MWh)
1	Two Standard Deviation High	

The forward power curves used to calculate the two-standard-deviation measure span ~~periods that predate the January 2013 start date of California's Cap and Trade Program~~ the period from December 1, 2015 through November 30th, 2021 ~~In contrast, the~~

6

[Redacted text]



~~forward curve used to calculate the Implied Market Heat Rate (“IMHR”) that is to be calculated at the time of procurement and compared to the measure extends beyond December 2012. Because implied greenhouse gas (“GHG”) cost is embedded in the post December 2012 monthly forward prices, an adjustment to the relevant monthly forward prices is necessary when calculating the IMHR at the time of procurement. In calculating IMHR, forward prices for delivery months January 2013 and after will be reduced.⁷ For the calculation of this reduction, market based forward GHG price curves will be used.~~

2. Electric Energy Procurement Limits and Ratable Rates

PG&E’s BPP includes the following requirements for procurement limits and ratable rates for electric energy:

- a) The procurement limits and ratable rates apply to electric energy transactions with deliveries beyond the prompt month (e.g., for electric energy transactions occurring in March 2015, procurement limits and ratable rates shall apply to contract deliveries in May 2015 and beyond).⁸ No procurement limits apply to current month and Prompt Month transactions in order to allow PG&E to meet its forecast requirements.
- b) Monthly electric energy procurement limits for purchase and sales transactions are determined by the sum of: (i) the gross net short position (i.e., the absolute value of the sum of all hourly net short positions) for each month based on economic dispatch of PG&E’s existing portfolio and delta adjusted hedge volumes assuming a two-standard deviation historical low implied market heat rate; (ii) the gross net long position (i.e., the absolute value of the sum of all hourly net long positions) for each month based on economic dispatch of PG&E’s existing and planned portfolio and delta

~~⁷ Reduction in on-peak power price for months January 2013 and after will be calculated as the product of: (1) the average of the historical 12-month forward on-peak IMHR for the historical period used for the calculation of the Market Condition Measure; (2) the GHG emissions from natural gas of 0.05307 metric tons/Millions of British Thermal Units (“MMBtu”); and (3) the GHG price for that year.~~

⁸ No formal limits or ratable rates are set beyond the term of the BPP. Approval for any electric energy procurement beyond the term of the BPP will be sought through an application.



Procurement limits and ratable rates apply to natural gas transactions with delivery months beyond the prompt month. PG&E will net purchases and sales of natural gas for purposes of assessing compliance with its procurement limits. PG&E will establish monthly gas procurement limits as the sum of forecast portfolio gas requirements minus delta adjusted hedges for each month assuming a two-standard deviation high **Implied Market Heat Rate (“IMHR”)** based on: (1) economic dispatch the portfolio; and (2) an equivalent volume of natural gas that would be required to serve the forecast net-short electrical energy position. Table C-6 below contains PG&E gas purchase procurement limits, displaying the maximum allowable net forward procurement for natural gas for the CPUC Approved Scenario.

TABLE C-6
PACIFIC GAS AND ELECTRIC COMPANY
NATURAL GAS PROCUREMENT AND 1 X RATABLE
RATE LIMITS – CPUC APPROVED SCENARIO
(MILLION MMBTU) CONFIDENTIAL

Line No.	Month	2022	2023	2024	2025	2026	2027	2028	2029	2030
1	Jan									
2	Feb									
3	Mar									
4	Apr									
5	May									
6	Jun									
7	Jul									
8	Aug									
9	Sep									
10	Oct									
11	Nov									
12	Dec									



TABLE C-10
PACIFIC GAS AND ELECTRIC COMPANY
NATURAL GAS PIPELINE CAPACITY PROCUREMENT LIMITS
CONFIDENTIAL

Line No.	Year	MMBtu/d
1	2022	
12	2023	
23	2024	
34	2025	
45	2026	
56	2027	
67	2028	
78	2029	
89	2030	
109	2031	
10	2032	

3. Natural Gas Storage Procurement Limits

To reliably meet PG&E’s Electric Portfolio demand, PG&E may procure natural gas storage services. PG&E is authorized to procure storage up to the following limits:

- a) Withdrawal Limit – Withdrawal equal to the largest difference between the maximum daily portfolio demand forecast and the expected demand forecast for each month throughout the year.
- b) Injection Limit – Injection equal to the largest difference between minimum daily forecast demand and expected daily demand for each month throughout the year.
- c) Limit calculations are based on PG&E’s monthly gas burn forecast, assuming economic dispatch under an implied market heat rate that is two standard deviations higher than the base case.
- d) Storage Inventory Capacity Limit – Calculated to secure enough inventory for █ days of withdrawal as calculated above (i.e., █ times the Storage Withdrawal Limit).



**TABLE C-11
PACIFIC GAS AND ELECTRIC COMPANY
NATURAL GAS STORAGE PROCUREMENT LIMITS
CONFIDENTIAL**

Line No.	Limit	Description
1	Storage Volume Limits	<p>Withdrawal Limit – Withdrawal equal to the largest difference between the maximum daily portfolio demand forecast and the expected demand forecast for each month throughout the year.</p> <p>Injection Limit – injection equal to the largest difference between minimum daily forecast demand and expected daily demand for each month throughout the year.</p> <p>Inventory Limit – ■ times the Withdrawal Limit</p>
2	Term	Up to 10 years, subject to BPP-approval requirements.

**TABLE C-12
PACIFIC GAS AND ELECTRIC COMPANY
NATURAL GAS STORAGE PROCUREMENT LIMITS
CONFIDENTIAL**

Year	Withdrawal Capacity MMBtu/d	Injection Capacity MMBtu/d	Inventory Million MMBtu
2022			
2023			
2024			
2025			
2026			
2027			
2028			
2029			
2030			
2031			
2032			

C. Greenhouse GasHG Procurement Limits

1. Maximum Volume Limits

Consistent with D.12-04-046, specific overall volume limits for PG&E’s

greenhouse gas (“GHG”) product procurement will correspond to the actual and



“FD” is PG&E’s “forecasted compliance obligation”, the projected amount of emissions for which PG&E is responsible for retiring GHG Products, or obligated to purchase for a third party, calculated using an IMHR that is two-standard deviations above the expected IMHR.¹¹

If this equation results in a negative number in a given year, PG&E’s Direct Compliance Obligation Purchase Limit for that year should be set at zero.

In addition to its Direct Compliance Obligation Purchase Limit, in the current year PG&E will not purchase GHG Products for future years greater than the percentage allowed in the Direct Compliance Obligation Purchase Limit formula. Therefore, for the prompt year (current year plus one) PG&E will not purchase in aggregate during the current year more than 60 percent of the prompt year’s forecasted compliance obligation (as calculated above). Similarly, the percentages for current year plus two and current year plus three are 40 percent and 20 percent, respectively.

Consistent with Ordering Paragraph 9 of D.12-04-046, Table C-16 details estimated forecast of the amount of GHG compliance instruments (in metric tons carbon dioxide equivalents) that correspond to the maximum procurement levels applicable to the 202~~2~~³ periods detailed in Table C-14.

¹¹ The IMHR two-standard deviations above the expected IMHR is calculated as follows: (1) the monthly historic IMHR is calculated by dividing monthly forward electricity prices by monthly forward gas prices for the period 200~~3~~¹⁵ through 20~~14~~²¹, yielding the forward monthly IMHR for this period; (2) monthly standard deviations of the forward monthly IMHR are then calculated separately for January through December; (3) the IMHR two-standard deviations above the expected IMHR is equal to the forward IMHR plus the standard deviation calculated in (2) multiplied by 2.0. The forward electricity prices to be used in calculating forecasted compliance obligations for the Direct Compliance Obligation Purchase Limits are then calculated by multiplying the IMHR at two-standard deviations above the expected IMHR by the forward gas price.



TABLE C-13
PACIFIC GAS AND ELECTRIC COMPANY
COMPLIANCE INSTRUMENT FORECAST FOR 202~~2~~³ THROUGH 202~~5~~⁶
MILLION MTCO₂E
CONFIDENTIAL

Line No.	Year	Base Case	Two Standard Deviation High IMHR Case
1	202 2 ³		
2	202 3 ⁴		
3	202 4 ⁵		
4	202 5 ⁶		

TABLE C-14
PACIFIC GAS AND ELECTRIC COMPANY
DIRECT COMPLIANCE OBLIGATION PURCHASE LIMIT FOR 202~~2~~³
MILLION MTCO₂E
CONFIDENTIAL

Line No.	Limit ¹²	Limit for 202 2 ³
A		
1		
2		
3		
4		
A+1+2+3+4		

12

[Redacted text block]



as a result of its direct compliance obligation as “direct compliance obligation” is defined above.

“B” is PG&E’s net purchases of GHG Products to date for hedging purposes, calculated as the total purchases of GHG Products for purposes of hedging PG&E’s financial exposure up to the current year, minus those GHG Products sold up to the current year. This term helps ensure that if PG&E hedged considerably in prior years and those hedges did not pay out (i.e., the price PG&E saw in the market for GHG Products stayed below what PG&E paid for a GHG Product and so PG&E did not sell the instrument), that gets factored into the amount of additional hedging PG&E is allowed to undertake.

If this equation results in a negative number in a given year, PG&E’s Financial Exposure Purchase Limit for that year will be set at zero.

Consistent with Ordering Paragraph 9 of D.12-04-046, Table C-15 details estimated forecast of PG&E’s financial exposure to GHG costs that will, or are anticipated to be, embedded in the price of energy (in metric tons carbon dioxide equivalents) that correspond to the maximum procurement levels applicable to both the 2021² and 2022³ periods detailed in Table C-16 for the CPUC Approved Scenario.



TABLE C-15
PACIFIC GAS AND ELECTRIC COMPANY
INDIRECT COMPLIANCE INSTRUMENT FORECAST FOR 2022³ THROUGH 2025⁶
CPUC APPROVED SCENARIO
MILLION MT CO₂E

Line No.	Year	Financial Exposure ¹³
1	2022 ³	[REDACTED]
2	2023 ⁴	[REDACTED]
3	2024 ⁵	[REDACTED]
4	2025 ⁶	[REDACTED]

TABLE C-16
PACIFIC GAS AND ELECTRIC COMPANY
FINANCIAL EXPOSURE PURCHASE LIMITS FOR 2021² AND 2022³
CPUC APPROVED SCENARIO
MILLION MT CO₂E

Line No.	Limit ¹⁴	Limit for 2021 ²	Limit for 2022 ³
1	[REDACTED]	[REDACTED]	[REDACTED]
2	[REDACTED]	[REDACTED]	[REDACTED]
3	[REDACTED]	[REDACTED]	[REDACTED]
4	[REDACTED]	[REDACTED]	[REDACTED]
B	[REDACTED]	[REDACTED]	[REDACTED]
1+2+3+4-B	[REDACTED]	[REDACTED]	[REDACTED]

¹³ [REDACTED]

¹⁴ [REDACTED]

PACIFIC GAS AND ELECTRIC COMPANY

Attachment F

**Proposed Edits to Electrical Capacity
Procurement and 1 X Ratable Rate, Natural
Gas Pipeline Capacity, Natural Gas Storage
Procurement and GHG Procurement Limits,
BPP Sheets 67, 68, 72, 76, 77, 80, 81, 83, 84
(Clean)**

(Public)



- f) On occasion, whether due to the lumpiness of procurement, Commission mandated procurement (such as non-renewable, non-CHP Qualifying Facilities, non-Energy Storage, or unique and fleeting opportunities), transactions in a given year may exceed the electrical capacity procurement limits and/or ratable rates for that year. For these transactions, PG&E will request from the Commission an exemption from the annual electrical capacity procurement limits and/or ratable rates as necessary when seeking approval for the transaction.

TABLE C-1
PACIFIC GAS AND ELECTRIC COMPANY
CPUC APPROVED SCENARIO
ELECTRICAL CAPACITY PROCUREMENT AND 1 X RATABLE RATE LIMITS (MW)
CONFIDENTIAL

Delivery Year	Procurement Limit (MW)	1 x RR in 2023	1 x RR in 2024	1 x RR in 2025	1 x RR in 2026
2025			n/a	n/a	n/a
2026				n/a	n/a
2027					n/a
2028					
2029					
2030					
2031					
2032					

TABLE C-2
PACIFIC GAS AND ELECTRIC COMPANY
ELECTRICAL CAPACITY IMPLIED MARKET HEAT RATE MARKET CONDITION MEASURE

Line No.	Measure	Value (MMBtu/MWh)
1	Two Standard Deviation High	

The forward power curves used to calculate the two-standard-deviation measure span the period from December 1, 2015 through November 30th, 2021

6 [REDACTED]



2. Electric Energy Procurement Limits and Ratable Rates

PG&E's BPP includes the following requirements for procurement limits and ratable rates for electric energy:

- a) The procurement limits and ratable rates apply to electric energy transactions with deliveries beyond the prompt month (e.g., for electric energy transactions occurring in March 2015, procurement limits and ratable rates shall apply to contract deliveries in May 2015 and beyond).⁷ No procurement limits apply to current month and Prompt Month transactions in order to allow PG&E to meet its forecast requirements.
- b) Monthly electric energy procurement limits for purchase and sales transactions are determined by the sum of: (i) the gross net short position (i.e., the absolute value of the sum of all hourly net short positions) for each month based on economic dispatch of PG&E's existing portfolio and delta adjusted hedge volumes assuming a two-standard deviation historical low implied market heat rate; (ii) the gross net long position (i.e., the absolute value of the sum of all hourly net long positions) for each month based on economic dispatch of PG&E's existing and planned portfolio and delta adjusted hedge volumes assuming a two-standard deviation historical high

⁷ No formal limits or ratable rates are set beyond the term of the BPP. Approval for any electric energy procurement beyond the term of the BPP will be sought through an application.



Procurement limits and ratable rates apply to natural gas transactions with delivery months beyond the prompt month. PG&E will net purchases and sales of natural gas for purposes of assessing compliance with its procurement limits. PG&E will establish monthly gas procurement limits as the sum of forecast portfolio gas requirements minus delta adjusted hedges for each month assuming a two-standard deviation high IMHR based on: (1) economic dispatch the portfolio; and (2) an equivalent volume of natural gas that would be required to serve the forecast net-short electrical energy position. Table C-6 below contains PG&E gas purchase procurement limits, displaying the maximum allowable net forward procurement for natural gas for the CPUC Approved Scenario.

**TABLE C-6
PACIFIC GAS AND ELECTRIC COMPANY
NATURAL GAS PROCUREMENT AND 1 X RATABLE
RATE LIMITS – CPUC APPROVED SCENARIO
(MILLION MMBTU) CONFIDENTIAL**

Line No.	Month	2022	2023	2024	2025	2026	2027	2028	2029	2030
1	Jan									
2	Feb									
3	Mar									
4	Apr									
5	May									
6	Jun									
7	Jul									
8	Aug									
9	Sep									
10	Oct									
11	Nov									
12	Dec									



**TABLE C-10
PACIFIC GAS AND ELECTRIC COMPANY
NATURAL GAS PIPELINE CAPACITY PROCUREMENT LIMITS
CONFIDENTIAL**

Line No.	Year	MMBtu/d
1	2023	
2	2024	
3	2025	
4	2026	
5	2027	
6	2028	
7	2029	
8	2030	
9	2031	
10	2032	

3. Natural Gas Storage Procurement Limits

To reliably meet PG&E’s Electric Portfolio demand, PG&E may procure natural gas storage services. PG&E is authorized to procure storage up to the following limits:

- a) **Withdrawal Limit** – Withdrawal equal to the largest difference between the maximum daily portfolio demand forecast and the expected demand forecast for each month throughout the year.
- b) **Injection Limit** – Injection equal to the largest difference between minimum daily forecast demand and expected daily demand for each month throughout the year.
- c) Limit calculations are based on PG&E’s monthly gas burn forecast, assuming economic dispatch under an implied market heat rate that is two standard deviations higher than the base case.
- d) **Storage Inventory Capacity Limit** – Calculated to secure enough inventory for █ days of withdrawal as calculated above (i.e., █ times the Storage Withdrawal Limit).



TABLE C-11
PACIFIC GAS AND ELECTRIC COMPANY
NATURAL GAS STORAGE PROCUREMENT LIMITS
CONFIDENTIAL

Line No.	Limit	Description
1	Storage Volume Limits	<p>Withdrawal Limit – Withdrawal equal to the largest difference between the maximum daily portfolio demand forecast and the expected demand forecast for each month throughout the year.</p> <p>Injection Limit – injection equal to the largest difference between minimum daily forecast demand and expected daily demand for each month throughout the year.</p> <p>Inventory Limit – ■ times the Withdrawal Limit</p>
2	Term	Up to 10 years, subject to BPP-approval requirements.

TABLE C-12
PACIFIC GAS AND ELECTRIC COMPANY
NATURAL GAS STORAGE PROCUREMENT LIMITS
CONFIDENTIAL

Year	Withdrawal Capacity MMBtu/d	Injection Capacity MMBtu/d	Inventory Million MMBtu
2023			
2024			
2025			
2026			
2027			
2028			
2029			
2030			
2031			
2032			

C. GHG Procurement Limits

1. Maximum Volume Limits

Consistent with D.12-04-046, specific overall volume limits for PG&E’s GHG product procurement will correspond to the actual and forecasted GHG emissions for PG&E’s facilities, certain tolling agreements, and electric imports.



obligated to purchase for a third party, calculated using an IMHR that is two-standard deviations above the expected IMHR.¹⁰

If this equation results in a negative number in a given year, PG&E's Direct Compliance Obligation Purchase Limit for that year should be set at zero.

In addition to its Direct Compliance Obligation Purchase Limit, in the current year PG&E will not purchase GHG Products for future years greater than the percentage allowed in the Direct Compliance Obligation Purchase Limit formula. Therefore, for the prompt year (current year plus one) PG&E will not purchase in aggregate during the current year more than 60 percent of the prompt year's forecasted compliance obligation (as calculated above). Similarly, the percentages for current year plus two and current year plus three are 40 percent and 20 percent, respectively.

Consistent with Ordering Paragraph 9 of D.12-04-046, Table C-16 details estimated forecast of the amount of GHG compliance instruments (in metric tons carbon dioxide equivalents) that correspond to the maximum procurement levels applicable to the 2023 periods detailed in Table C-14.

¹⁰ The IMHR two-standard deviations above the expected IMHR is calculated as follows: (1) the monthly historic IMHR is calculated by dividing monthly forward electricity prices by monthly forward gas prices for the period 2015 through 2021, yielding the forward monthly IMHR for this period; (2) monthly standard deviations of the forward monthly IMHR are then calculated separately for January through December; (3) the IMHR two-standard deviations above the expected IMHR is equal to the forward IMHR plus the standard deviation calculated in (2) multiplied by 2.0. The forward electricity prices to be used in calculating forecasted compliance obligations for the Direct Compliance Obligation Purchase Limits are then calculated by multiplying the IMHR at two-standard deviations above the expected IMHR by the forward gas price.



TABLE C-13
PACIFIC GAS AND ELECTRIC COMPANY
COMPLIANCE INSTRUMENT FORECAST FOR 2023 THROUGH 2026
MILLION MTCO₂E
CONFIDENTIAL

Line No.	Year	Base Case	Two Standard Deviation High IMHR Case
1	2023		
2	2024		
3	2025		
4	2026		

TABLE C-14
PACIFIC GAS AND ELECTRIC COMPANY
DIRECT COMPLIANCE OBLIGATION PURCHASE LIMIT FOR 2023
MILLION MTCO₂E
CONFIDENTIAL

Line No.	Limit ¹¹	Limit for 2023
A		
1		
2		
3		
4		
A+1+2+3+4		

¹¹ _____



as a result of its direct compliance obligation as “direct compliance obligation” is defined above.

“B” is PG&E’s net purchases of GHG Products to date for hedging purposes, calculated as the total purchases of GHG Products for purposes of hedging PG&E’s financial exposure up to the current year, minus those GHG Products sold up to the current year. This term helps ensure that if PG&E hedged considerably in prior years and those hedges did not pay out (i.e., the price PG&E saw in the market for GHG Products stayed below what PG&E paid for a GHG Product and so PG&E did not sell the instrument), that gets factored into the amount of additional hedging PG&E is allowed to undertake.

If this equation results in a negative number in a given year, PG&E’s Financial Exposure Purchase Limit for that year will be set at zero.

Consistent with Ordering Paragraph 9 of D.12-04-046, Table C-15 details estimated forecast of PG&E’s financial exposure to GHG costs that will, or are anticipated to be, embedded in the price of energy (in metric tons carbon dioxide equivalents) that correspond to the maximum procurement levels applicable to both the 2022 and 2023 periods detailed in Table C-16 for the CPUC Approved Scenario.



TABLE C-15
PACIFIC GAS AND ELECTRIC COMPANY
INDIRECT COMPLIANCE INSTRUMENT FORECAST FOR 2023 THROUGH 2026
CPUC APPROVED SCENARIO
MILLION MT CO₂E

Line No.	Year	Financial Exposure ¹²
1	2023	
2	2024	
3	2025	
4	2026	

TABLE C-16
PACIFIC GAS AND ELECTRIC COMPANY
FINANCIAL EXPOSURE PURCHASE LIMITS FOR 2022 AND 2023
CPUC APPROVED SCENARIO
MILLION MT CO₂E

Line No.	Limit ¹³	Limit for 2022	Limit for 2023
1			
2			
3			
4			
B			
1+2+3+4-B			

¹² _____

¹³ _____

PACIFIC GAS AND ELECTRIC COMPANY

Attachment G

**Proposed Edits to PG&E's RA Solicitation
Schedule, Sheet 270 (Redline)**

(Public)



PG&E's RA SOLICITATION SCHEDULE

Solicitation ⁵	Delivery Term ⁶	Products	Anticipated Date
Q2 through Balance of Year 2023 ²	Monthly, through December 2023 ²	System RA with/without Flexible RA Local RA with/without Flexible RA Import Capacity Counting Rights	January 2023 ²
Q3 through Balance of Year 2023 ²	Monthly, through December 2023 ²	System RA with/without Flexible RA Local RA with/without Flexible RA Import Capacity Counting Rights	April 2023 ²
Q4 through Balance of Year 2023 ²	Monthly, through December 2023 ²	System RA with/without Flexible RA Local RA with/without Flexible RA Import Capacity Counting Right	July/August 2023 ²
Annual (2024 ³)	Monthly, January through December 2024 ³	System RA with/without Flexible RA Local RA with/without Flexible RA Import Capacity Counting Rights	Q3 2023 ²
February through Balance of Year 2024 ³	Monthly, February through December 2024 ³	System RA with/without Flexible RA Local RA with/without Flexible RA Import Capacity Counting Rights	November 2023 ²
Q2 through Balance of Year 2024 ³	Monthly, through December 2024 ³	System RA with/without Flexible RA Local RA with/without Flexible RA Import Capacity Counting Rights	January 2024 ³
Q3 through Balance of Year 2024 ³	Monthly, through December 2024 ³	System RA with/without Flexible RA Local RA with/without Flexible RA Import Capacity Counting Rights	April 2024 ³
Q4 through Balance of Year 2024 ³	Monthly, through December 2024 ³	System RA with/without Flexible RA Local RA with/without Flexible RA Import Capacity Counting Right	July/August 2024 ³

⁵ If PG&E does not have available products to sell, PG&E will not issue a solicitation.

⁶ This table does not guarantee availability of product for the delivery period offered. Quantity is subject to meeting the requirements as described in this Appendix.

PACIFIC GAS AND ELECTRIC COMPANY

Attachment H

**Proposed Edits to PG&E's RA Solicitation
Schedule, Sheet 270 (Clean)**

(Public)



PG&E's RA SOLICITATION SCHEDULE

Solicitation ⁵	Delivery Term ⁶	Products	Anticipated Date
Q2 through Balance of Year 2023	Monthly, through December 2023	System RA with/without Flexible RA Local RA with/without Flexible RA Import Capacity Counting Rights	January 2023
Q3 through Balance of Year 2023	Monthly, through December 2023	System RA with/without Flexible RA Local RA with/without Flexible RA Import Capacity Counting Rights	April 2023
Q4 through Balance of Year 2023	Monthly, through December 2023	System RA with/without Flexible RA Local RA with/without Flexible RA Import Capacity Counting Right	July/August 2023
Annual (2024)	Monthly, January through December 2024	System RA with/without Flexible RA Local RA with/without Flexible RA Import Capacity Counting Rights	Q3 2023
February through Balance of Year 2024	Monthly, February through December 2024	System RA with/without Flexible RA Local RA with/without Flexible RA Import Capacity Counting Rights	November 2023
Q2 through Balance of Year 2024	Monthly, through December 2024	System RA with/without Flexible RA Local RA with/without Flexible RA Import Capacity Counting Rights	January 2024
Q3 through Balance of Year 2024	Monthly, through December 2024	System RA with/without Flexible RA Local RA with/without Flexible RA Import Capacity Counting Rights	April 2024
Q4 through Balance of Year 2024	Monthly, through December 2024	System RA with/without Flexible RA Local RA with/without Flexible RA Import Capacity Counting Right	July/August 2024

⁵ If PG&E does not have available products to sell, PG&E will not issue a solicitation.

⁶ This table does not guarantee availability of product for the delivery period offered. Quantity is subject to meeting the requirements as described in this Appendix.

PACIFIC GAS AND ELECTRIC COMPANY

Attachment I

**Declaration of Robert Gomez Seeking
Confidential Treatment Pursuant to D.06-06-
066 and Public Utilities Code §454.5(g).**

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

**DECLARATION OF ROBERT GOMEZ
SEEKING CONFIDENTIAL TREATMENT
FOR CERTAIN DATA AND INFORMATION
CONTAINED IN PG&E'S ADVICE LETTER 6799-E**

I, Robert Gomez, declare:

1. I am a Manager in the Portfolio Management group within Energy Policy and Procurement at Pacific Gas and Electric Company (PG&E) and am responsible for leading commercial greenhouse gas policy and strategy. In carrying out these responsibilities, I have acquired knowledge of the California Air Resources Board's Cap-and-Trade Regulation and other programmatic measures to establish a market-based price for GHG emissions in order to manage PG&E's compliance with Cap-and-Trade, which became effective on January 1, 2012. This declaration is based on my personal knowledge of PG&E's practices and my understanding of the Commission's decisions protecting the confidentiality of market-sensitive procurement information.

2. Based on my knowledge and experience, and in accordance with the Decisions 06-06-066, 08-04-023, 14-10-033, and relevant Commission rules, I make this declaration seeking confidential treatment for certain procurement data and information contained in Advice Letter 6799-E, which provides an update to PG&E's Electrical Capacity and Ratable Rate, Natural Gas Pipeline Capacity, Natural Gas Storage Procurement, and Greenhouse Gas ("GHG") Procurement Limits and Resource Adequacy Solicitation Schedule.

3. Attached to this declaration is a matrix identifying the data and information for which PG&E is seeking confidential treatment. The matrix specifies that the material PG&E is seeking to protect constitutes confidential market sensitive procurement data and information covered by Public Utilities Code Section 454.5(g), D. 06-06-066, D.14-10-033, and General Order (GO) 66-D, Section 2.2b. The matrix also specifies why confidential protection is justified. Further, the data and information: (1) is not already public; and (2) cannot be

aggregated, redacted, summarized or otherwise protected in a way that allows partial disclosure. By this reference, I am incorporating into this declaration all of the explanatory text that is pertinent to my testimony in the attached matrix.

I declare under penalty of perjury, under the laws of the State of California, that the foregoing is true and correct. Executed on December 22, 2022 at San Francisco, California.

/s/

Robert Gomez

PACIFIC GAS AND ELECTRIC COMPANY (U 39 E)
ADVICE LETTER 6799-E
DECEMBER 22, 2022

IDENTIFICATION OF CONFIDENTIAL INFORMATION

Redaction Reference	Category from D.06-06-066, Appendix 1, or Separate Confidentiality Statute or Order That Data Corresponds To	Justification for Confidential Treatment	Length of Time Data To Be Kept Confidential
Document:			
Advice 6799-E, Attachment A	<i>D.14-10-033, Attachment A</i> <i>Public Utilities Code</i> <i>§454.5(g)</i> <i>General Order 66-D</i>	Information concerning GHG compliance instrument procurement strategy and/or activities. The release of this commercially sensitive information could cause harm to PG&E's customers and put PG&E at an unfair business disadvantage by the disclosure of a GHG procurement strategy. This information could be used by other market participants to gain a commercial advantage. In addition, this information may reveal whether or not PG&E participated in California Air Resources Board ("CARB") auctions and PG&E's net open position for GHG compliance.	Indefinite
Advice 6799-E, Attachment B	<i>D.14-10-033, Attachment A</i> <i>Public Utilities Code</i> <i>§454.5(g)</i> <i>General Order 66-D</i>	Information concerning GHG compliance instrument procurement strategy and/or activities. The release of this commercially sensitive information could cause harm to PG&E's customers and put PG&E at an unfair business disadvantage by the disclosure of a GHG procurement strategy. This information could be used by other market participants to gain a commercial advantage. In addition, this information may reveal whether or not PG&E participated in California Air Resources Board ("CARB") auctions and PG&E's net open position for GHG compliance.	Indefinite
Advice 6799-E, Attachment C	<i>D.14-10-033, Attachment A</i> <i>Public Utilities Code</i> <i>§454.5(g)</i> <i>General Order 66-D</i>	Information concerning GHG compliance instrument procurement strategy and/or activities. The release of this commercially sensitive information could cause harm to PG&E's customers and put PG&E at an unfair business disadvantage by the disclosure of a GHG procurement strategy. This information could be used by other market participants to gain a commercial advantage. In addition, this information may reveal whether or not PG&E participated in California Air Resources Board ("CARB") auctions and PG&E's net open position for GHG compliance.	Indefinite
Advice 6799-E, Attachment A	D.06-06-066, <i>Appendix 1</i> (Item I.A.4 Long-term fuel (gas) buying and hedging plans) Pub. Util., Code § 454.5(g)	Information concerning a description of PG&E's long term fuel (gas) buying and hedging strategies, which constitutes market sensitive information that could cause harm to PG&E's customers and put PG&E at an unfair business disadvantage if publicly disclosed.	Indefinite

PACIFIC GAS AND ELECTRIC COMPANY (U 39 E)
ADVICE LETTER 6799-E
DECEMBER 22, 2022

IDENTIFICATION OF CONFIDENTIAL INFORMATION

Redaction Reference	Category from D.06-06-066, Appendix 1, or Separate Confidentiality Statute or Order That Data Corresponds To	Justification for Confidential Treatment	Length of Time Data To Be Kept Confidential
Advice 6799-E, Attachment B	D.06-06-066, <i>Appendix 1</i> (Item I.A.4 Long-term fuel (gas) buying and hedging plans) Pub. Util., Code § 454.5(g)	Information concerning a description of PG&E's long term fuel (gas) buying and hedging strategies, which constitutes market sensitive information that could cause harm to PG&E's customers and put PG&E at an unfair business disadvantage if publicly disclosed.	Indefinite
Advice 6799-E, Attachment D	D.06-06-066, <i>Appendix 1</i> (Item I.A.4 Long-term fuel (gas) buying and hedging plans) Pub. Util., Code § 454.5(g)	Information concerning a description of PG&E's long term fuel (gas) buying and hedging strategies, which constitutes market sensitive information that could cause harm to PG&E's customers and put PG&E at an unfair business disadvantage if publicly disclosed.	Indefinite
Advice 6799-E, Attachment A	Item VI.A and B Public Utilities Code §454.5(g)	This information discloses PG&E's electric capacity procurement limits, including its open position. The information also identifies how PG&E's procurement limits are calculated. The release of this commercially sensitive information could cause harm to PG&E's customers and put PG&E at an unfair business disadvantage. If this information was disclosed, market participants could gain insight into PG&E's procurement needs and thus gain a commercial advantage.	Indefinite
Advice 6799-E, Attachment B	Item VI.A and B Public Utilities Code §454.5(g)	This information discloses PG&E's electric capacity procurement limits, including its open position. The information also identifies how PG&E's procurement limits are calculated. The release of this commercially sensitive information could cause harm to PG&E's customers and put PG&E at an unfair business disadvantage. If this information was disclosed, market participants could gain insight into PG&E's procurement needs and thus gain a commercial advantage.	Indefinite

PACIFIC GAS AND ELECTRIC COMPANY

Attachment J

Proposed Protective Order

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

Order Instituting Rulemaking to Continue)
Electric Integrated Resource Planning and)
Related Procurement Processes)
_____)

Advice 6799-E

[PROPOSED] PROTECTIVE ORDER

1. Scope. This Protective Order shall govern access to and the use in connection with the above-referenced Advice Letter (the “Advice Letter”) of Protected Materials, produced by, or on behalf of, any Disclosing Party.

2. Modification. This Protective Order shall remain in effect until it is modified or terminated by the Commission or the Administrative Law Judge Division (“ALJ Division”). The parties acknowledge that the identity of the parties submitting Protected Materials may differ from time to time. In light of this situation, the parties agree that modifications to this Protective Order may become necessary, and they further agree to work cooperatively to devise and implement such modifications in as timely a manner as possible. Each party governed by this Protective Order has the right to seek changes in it as appropriate from the ALJ Division or the Commission.

3. Definitions

A. The term “Protected Material(s)” means (i) trade secret, market sensitive, or other confidential and/or proprietary information as determined by the Disclosing Party in accordance with the provisions of D.06-06-066 and subsequent decisions, General Order 66-Cand 454.5(g), or any other right of confidentiality provided by law, or (ii) any other materials that are made subject to this Protective Order by the ALJ Division, Law and Motion Administrative Law Judge

(“Law and Motion ALJ”), Assigned Commissioner, the Commission, or any court or other body having appropriate authority. Protected Materials also includes memoranda, handwritten notes, spreadsheets, computer files and reports, and any other form of information (including information in electronic form) that copies, discloses, or compiles other Protected Materials or from which such materials may be derived (except that any derivative materials must be separately shown to be confidential). Protected Materials do not include: (i) any information or document contained in the public files of the CPUC or any other state or federal agency, or in any state or federal court; or (ii) any information that is public knowledge, or which becomes public knowledge, other than through disclosure in violation of this Protective Order or any other protective order.

B. The term “redacted” refers to situations in which Protected Materials in a document, whether the document is in paper or electronic form, have been covered, blocked out, or removed. The term “unredacted” refers to situations in which the Protected Materials in a document, whether in paper or electronic form, have not been covered, blocked out, or removed.

C. The term “Disclosing Party” means a party who initially discloses any specified Protected Materials in connection with the Advice Letter.

D. The term “Market Participant” (“MP”) refers to a party that is:

- 1) A person or entity, or an employee of an entity, that engages in the wholesale purchase, sale or marketing of energy or capacity, or the bidding on or purchasing of power plants, or bidding on utility procurement solicitations, or consulting on such matters, subject to the limitations in 3) below.
- 2) A trade association or similar organization, or an employee of such organization,
 - a) whose primary focus in proceedings at the Commission is to advocate for persons/entities that purchase, sell or market energy or capacity at wholesale; bid on, own, or purchase power plants; or bid on utility procurement solicitations; or
 - b) a majority of whose members purchase, sell or market energy or capacity at wholesale; bid on, own, or purchase power plants; or bid on utility procurement solicitations; or

- c) formed for the purpose of obtaining market sensitive information; or
 - d) controlled or primarily funded by a person or entity whose primary purpose is to purchase, sell or market energy or capacity at wholesale; bid on, own, or purchase power plants; or bid on utility procurement solicitations.
- 3) A person or entity that meets the criteria of 1) above is nonetheless not a market participant for purpose of access to market sensitive data unless the person/entity seeking access to market sensitive information has the potential to materially affect the price paid or received for electricity if in possession of such information. An entity will be considered not to have such potential if:
- a) the person or entity's participation in the California electricity market is *de minimis* in nature. In the resource adequacy proceeding (R.05-12-013) it was determined in D.06-06-064 § 3.3.2 that the resource adequacy requirement should be rounded to the nearest megawatt (MW), and load serving entities (LSEs) with local resource adequacy requirements less than 1 MW are not required to make a showing. Therefore, a *de minimis* amount of energy would be less than 1 MW of capacity per year, and/or an equivalent of energy; and/or
 - b) the person or entity has no ability to dictate the price of electricity it purchases or sells because such price is set by a process over which the person or entity has no control, *i.e.*, where the prices for power put to the grid are completely overseen by the Commission, such as subject to a standard offer contract or tariff price. A person or entity that currently has no ability to dictate the price of electricity it purchases or sells under this section, but that will have such ability within one year because its contract is expiring or other circumstances are changing, does not meet this exception; and/or
 - c) the person or entity is a cogenerator that consumes all the power it generates in its own industrial and commercial processes, if it can establish a legitimate need for market sensitive information.

E. A Market Participant's Reviewing Representatives are limited to persons designated by the Market Participant who meet the following criteria:

1. Are outside experts, consultants or attorneys;
2. Are not currently engaged, directly or indirectly, in (a) the purchase, sale, or marketing of electrical energy or capacity or natural gas (or the direct supervision of any employee(s) whose duties include such activities), (b) the bidding on or purchasing of

power plants (or the direct supervision of any employee(s) whose duties include such activities), or (c) consulting with or advising others in connection with any activity set forth in subdivisions (a) or (b) above (or the direct supervision of any employee(s) whose duties include such activities or consulting); and

3. Are not an employee of a market participant.

F. Persons or entities that do not meet the definition of market participant are non-market participants (“NMPs”), and may have access to market sensitive information through their designated Reviewing Representatives. An attorney or consultant that simultaneously represents market participant(s) and non-market participant(s) may not have access to market sensitive data. If, on the other hand, simultaneous representation is of market participant and non-market participant clients involved in completely different types of matters, there should be no bar (although there may be ethical implications of such representation that we do not address here). If, for example, an attorney represents a market participant in matters unrelated to procurement, resource adequacy, RPS, or the wholesale purchase, sale or marketing of energy or capacity, or the bidding on or purchasing of power plants, or bidding on utility procurement solicitations, in a forum other than this Commission, and simultaneously represents a non-market participant in cases related to these topics before the Commission, there should be no bar to the attorney's receipt of market sensitive data (pursuant to a non-disclosure agreement and protective order) in the latter matter. In close cases, the balance should militate to bar simultaneous representation because of the risks it poses.

H. All Reviewing Representatives are required to execute a non-disclosure agreement and are bound by the terms of this Protective Order.

4. Designation of Materials. When submitting materials in connection with the Advice Letter containing Protected Materials, a party shall physically mark such documents on each page (or in the case of non-documentary materials such as computer diskettes, on each item) as “PROTECTED MATERIALS SUBJECT TO PROTECTIVE ORDER,” or with words of similar import as long as one or more of the terms, “Protected Materials,” “Protective Order,” or

“General Order No. 66-C” is included in the designation to indicate that the materials in question are protected.

All materials so designated shall be treated as Protected Materials unless and until (a) the designation is withdrawn pursuant to Paragraph 17 hereof, or (b) an ALJ, Commissioner or other Commission representative makes a determination pursuant to Paragraph 4 hereof changing the designation.

All documents containing Protected Materials that are submitted to Commission Staff in connection with the Advice Letter, or filed with the Commission or served, shall be placed in sealed envelopes or otherwise appropriately protected and shall be endorsed to the effect that they are submitted, filed or served under seal pursuant to this Protective Order. Such documents shall be served upon Reviewing Representatives and persons employed by or working on behalf of the state governmental agencies referred to in Paragraph 12 hereof who are eligible and have requested to review such materials. Service upon the persons specified in the foregoing sentence may either be (a) by electronic mail in accordance with the procedures adopted in connection with advice letters, (b) by facsimile, or (c) by overnight mail or messenger service. Whenever service of a document containing Protected Materials is made by overnight mail or messenger service, Commission Staff and/or the ALJ Division, as may be appropriate for purposes of review and disposition of the Advice Letter, shall be served with such document by hand on the date that service is due.

5. Redaction of Documents. Whenever a party submits to Commission Staff, or files, serves or provides in discovery, a document that includes Protected Materials (including but not limited to briefs, testimony, exhibits, and responses to data requests), such party shall also prepare a redacted version of such document. The redacted version shall enable persons familiar with the Advice Letter to determine with reasonable certainty the nature of the data that has been redacted and where the redactions occurred. The redacted version of a document to be submitted or filed shall be served on all persons on the utility’s advice letter service list and on any third

parties as specified by statute or other Commission order, and the redacted version of a discovery document shall be served on all persons entitled thereto.

6. Selection of Reviewing Representatives. Each MP and NMP selecting a Reviewing Representative shall first identify its proposed Reviewing Representative to the Disclosing Party. An attorney or consultant that simultaneously represents market participant(s) and non-market participant(s) may not have access to market sensitive data, subject to the exception in paragraph 3.F. Any designated Reviewing Representative has a duty to disclose to the Disclosing Party any potential conflict that puts him/her in violation of Decision 06-12-030. A resume or curriculum vitae is reasonable disclosure of such potential conflicts, and should be the default evidence provided in most cases.

7. Access to Protected Materials and Use of Protected Materials. Subject to the terms of this Protective Order, Reviewing Representatives shall be entitled to access to Protected Materials. All other parties in this proceeding shall not be granted access to Protected Materials, but shall instead be limited to reviewing redacted versions of documents. Reviewing Representatives may make copies of Protected Materials, but such copies become Protected Materials. Reviewing Representatives may make notes of Protected Materials, which shall be treated as Notes of Protected Materials if they disclose the contents of Protected Materials. Protected Materials obtained by a party in connection with the Advice Letter may also be requested by that party in a subsequent Commission proceeding, subject to the terms of any protective order governing that subsequent proceeding, without constituting a violation of this order.

8. Maintaining Confidentiality of Protected Materials. Each Reviewing Representative shall treat Protected Materials as confidential in accordance with this Protective Order and the Non-Disclosure Certificate executed pursuant to Paragraph 7 and 8 hereof. Protected Materials shall not be used except as necessary in connection with review and disposition of the Advice Letter, and shall not be disclosed in any manner to any person except (i) Reviewing

Representatives who have executed Non-Disclosure Certificates; (ii) Reviewing Representatives' paralegal employees and administrative personnel, such as clerks, secretaries, and word processors, to the extent necessary to assist the Reviewing Representatives, provided that they shall first ensure that such personnel are familiar with the terms of this Protective Order, and have signed a Non-Disclosure Certificate, (iii) persons employed by or working on behalf of the CEC or other state governmental agencies covered by Paragraph 12. Reviewing Representatives shall adopt suitable measures to maintain the confidentiality of Protected Materials they have obtained pursuant to this Protective Order, and shall treat such Protected Materials in the same manner as they treat their own most highly confidential information. Reviewing Representatives shall be liable for any unauthorized disclosure or use by their paralegal employees or administrative staff. In the event any Reviewing Representative is requested or required by applicable laws or regulations, or in the course of administrative or judicial proceedings (in response to oral questions, interrogatories, requests for information or documents, subpoena, civil investigative demand or similar process) to disclose any of Protected Materials, they shall immediately inform the Disclosing Party of the request, and the Disclosing Party may, at its sole discretion and cost, direct any challenge or defense against the disclosure requirement, and the Reviewing Representative shall cooperate in good faith with such party either to oppose the disclosure of the Protected Materials consistent with applicable law, or to obtain confidential treatment of them by the person or entity who wishes to receive them prior to any such disclosure. If there are multiple requests for substantially similar Protected Materials in the same case or proceeding where a Reviewing Representative has been ordered to produce certain specific Protected Materials, the Reviewing Representative may, upon request for substantially similar materials by another person or entity, respond in a manner consistent with that order to those substantially similar requests.

9. Exception for California Independent System Operator (ISO). Notwithstanding any other provision of this Protective Order, with respect to an ISO Reviewing Representative only, participation in the ISO's operation of the ISO-controlled grid and in its administration of the

ISO-administered markets, including, but not limited to, markets for ancillary services, supplemental energy, congestion management, and local area reliability services, shall not be deemed to be a violation of this Protective Order.

10. Non-Disclosure Certificates. A Reviewing Representative shall not inspect, participate in discussions regarding, or otherwise be granted access to, Protected Materials unless and until he or she has first completed and executed a Non-Disclosure Certificate, attached hereto as Appendix A, and delivered the original, signed Non-Disclosure Certificate to the Disclosing Party. The Disclosing Party shall retain the executed Non-Disclosure Certificates pertaining to the Protected Materials it has disclosed and shall promptly provide copies of the Non-Disclosure Certificates to Commission Staff upon request.

11. Return or Destruction of Protected Materials. Protected Materials shall remain available to Reviewing Representatives until the later of the date that disposition of the Advice Letter becomes no longer subject to review, or the date that any other Commission proceeding relating to the Protected Material is concluded and no longer subject to judicial review. If requested to do so in writing after that date, the Reviewing Representatives shall, within fifteen days of such request, return the Protected Materials (including Notes of Protected Materials) to the Participant that produced them, or shall destroy the materials, except that copies of materials submitted to the Commission in connection with the Advice Letter that contain Protected Materials, and Notes of Protected Material may be retained, if they are maintained in accordance with Paragraph 8. Within such time period each Reviewing Representative, if requested to do so, shall also submit to the Disclosing Party an affidavit stating that, to the best of its knowledge, all Protected Materials and all Notes of Protected Materials have been returned or have been destroyed or will be maintained in accordance with Paragraph 8. To the extent Protected Materials are not returned or destroyed, they shall remain subject to the Protective Order and CPUC General Order No. 66-C. In the event that a Reviewing Representative to whom Protected Material are disclosed ceases to be engaged to provide services in connection with the

Advice Letter, then access to such materials by that person shall be terminated. Even if no longer engaged in connection with the Advice Letter, every such person shall continue to be bound by the provisions of this Protective Order and the Non-Disclosure Certificate.

12. Access and Use by Governmental Entities.

(a) In the event the CPUC receives a request from the CEC for a copy of or access to any party's Protected Materials, the procedure for handling such requests shall be as follows. Not less than five (5) days after delivering written notice to the Disclosing Party of the request, the CPUC shall release such Protected Materials to the CEC upon receipt from the CEC of an Interagency Information Request and Confidentiality Agreement ("Interagency Confidentiality Agreement"). Such Interagency Confidentiality Agreement shall (i) provide that the CEC will treat the requested Protected Materials as confidential in accordance with this Protective Order, (ii) include an explanation of the purpose for the CEC's request, as well as an explanation of how the request relates to furtherance of the CEC's functions, (iii) be signed by a person authorized to bind the CEC contractually, and (iv) expressly state that furnishing of the requested Protected Materials to employees or representatives of the CEC does not, by itself, make such Protected Materials public. In addition, the Interagency Confidentiality Agreement shall include an express acknowledgment of the CPUC's sole authority (subject to judicial review) to make the determination whether the Protected Materials should remain confidential or be disclosed to the public, notwithstanding any provision to the contrary in the statutes or regulations applicable to the CEC.

(b) In the event the CPUC receives a request for a copy of or access to a party's Protected Materials from a state governmental agency other than the CEC that is authorized to enter into a written agreement sufficient to satisfy the requirements for maintaining confidentiality set forth in Government Code Section 6254.5(e), the CPUC may, not less than five (5) days after giving written notice to the Disclosing Party of the request, release such protected material to the requesting governmental agency, upon receiving from the requesting

agency an executed Interagency Confidentiality Agreement that contains the same provisions described in Paragraph 10(a) above.

(c) The CEC may use Protected Materials when needed to fulfill its statutory responsibilities or cooperative agreements with the CPUC. Commission confidentiality designations will be maintained by the CEC in making such assessments, and the CEC will not publish any assessment that directly reveals the data or allows the data submitted by an individual load serving entity (“LSE”) to be “reverse engineered.”

13. Dispute Resolution. All disputes that arise under this Protective Order, including but not limited to alleged violations of this Protective Order and disputes concerning whether materials were properly designated as Protected Materials, shall first attempted to be resolved through meet and confer. If the meet and confer process is unsuccessful, the involved parties may present the dispute for resolution to the ALJ Division.

14. Other Objections to Use or Disclosure. Nothing in this Protective Order shall be construed as limiting the right of a party, the Commission Staff, or a state governmental agency covered by Paragraph 12 from objecting to the use or disclosure of Protected Material on any legal ground, such as relevance or privilege.

15. Remedies. Any violation of this Protective Order shall constitute a violation of an order of the CPUC. Notwithstanding the foregoing, the parties and Commission Staff reserve their rights to pursue any legal or equitable remedies that may be available in the event of an actual or anticipated disclosure of Protected Materials.

16. Withdrawal of Designation. A Disclosing Party may agree at any time to remove the “Protected Materials” designation from any materials of such party if, in its opinion, confidentiality protection is no longer required. In such a case, the Disclosing Party will notify all other parties that the Disclosing Party believes are in possession of such materials of the change of designation.

17. Interpretation. Titles are for convenience only and may not be used to restrict the scope of this Protective Order.

Entered: _____
Administrative Law Judge

Date: _____

APPENDIX A TO PROTECTIVE ORDER

BEFORE THE PUBLIC UTILITIES COMMISSION

OF THE STATE OF CALIFORNIA

Order Instituting Rulemaking to Continue)
Electric Integrated Resource Planning and)
Related Procurement Processes)
_____)

Advice 6799-E

NON-DISCLOSURE CERTIFICATE

I hereby certify my understanding that access to Protected Materials is provided to me pursuant to the terms and restrictions of the Protective Order in connection with the above referenced Advice Letter, that I have been given a copy of and have read the Protective Order, and that I agree to be bound by it. I understand that the contents of the Protected Materials, any notes or other memoranda, or any other form of information that copies or discloses Protected Materials shall not be disclosed to anyone other than in accordance with that Protective Order. I acknowledge that a violation of this certificate constitutes a violation of an order of California Public Utilities Commission.

By: _____
Title: _____
Representing: _____
Date: _____

**PG&E Gas and Electric
Advice Submittal List
General Order 96-B, Section IV**

AT&T Albion Power Company	East Bay Community Energy Ellison Schneider & Harris LLP Engineers and Scientists of California	Pioneer Community Energy
Alta Power Group, LLC Anderson & Poole	GenOn Energy, Inc. Goodin, MacBride, Squeri, Schlotz & Ritchie Green Power Institute Hanna & Morton ICF	Public Advocates Office Redwood Coast Energy Authority Regulatory & Cogeneration Service, Inc.
Atlas ReFuel BART	iCommLaw International Power Technology Intertie	Resource Innovations SCD Energy Solutions San Diego Gas & Electric Company
Barkovich & Yap, Inc. Braun Blaising Smith Wynne, P.C. California Cotton Ginners & Growers Assn California Energy Commission	Intestate Gas Services, Inc.	SPURR San Francisco Water Power and Sewer Sempra Utilities
California Hub for Energy Efficiency Financing	Johnston, Kevin Kelly Group Ken Bohn Consulting Keyes & Fox LLP Leviton Manufacturing Co., Inc.	Sierra Telephone Company, Inc. Southern California Edison Company Southern California Gas Company Spark Energy Sun Light & Power Sunshine Design Stoel Rives LLP
California Alternative Energy and Advanced Transportation Financing Authority California Public Utilities Commission Calpine	Los Angeles County Integrated Waste Management Task Force MRW & Associates Manatt Phelps Phillips Marin Energy Authority McClintock IP McKenzie & Associates	Tecogen, Inc. TerraVerde Renewable Partners Tiger Natural Gas, Inc.
Cameron-Daniel, P.C. Casner, Steve Center for Biological Diversity	Modesto Irrigation District NLine Energy, Inc. NRG Solar	TransCanada Utility Cost Management Utility Power Solutions Water and Energy Consulting Wellhead Electric Company Western Manufactured Housing Communities Association (WMA) Yep Energy
Chevron Pipeline and Power City of Palo Alto	OnGrid Solar Pacific Gas and Electric Company Peninsula Clean Energy	
City of San Jose Clean Power Research Coast Economic Consulting Commercial Energy Crossborder Energy Crown Road Energy, LLC Davis Wright Tremaine LLP Day Carter Murphy		
Dept of General Services Don Pickett & Associates, Inc. Douglass & Liddell Dish Wireless L.L.C.		