

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



Pacific Gas & Electric Company
ELC (Corp ID 39)
Status of Advice Letter 6922E
As of June 13, 2023

Subject: Update to Pacific Gas and Electric Company's Bundled Procurement Plan Electric Energy and Natural Gas Procurement Limits and Ratable Rates

Division Assigned: Energy

Date Filed: 05-04-2023

Date to Calendar: 05-12-2023

Authorizing Documents: None

Disposition:	Accepted
Effective Date:	05-04-2023

Resolution Required: No

Resolution Number: None

Commission Meeting Date: None

CPUC Contact Information:

edtariffunit@cpuc.ca.gov

AL Certificate Contact Information:

Stuart Rubio

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- Disposition of Filing (Accepted, Rejected, Withdrawn, etc.)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

May 4, 2023

Advice 6922-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 – Electric Energy and Natural Gas Procurement Limits and Ratable Rates

Introduction

Pacific Gas and Electric Company (PG&E) hereby submits to the California Public Utilities Commission (Commission or CPUC) this advice letter to update its electric energy and natural gas procurement limits and ratable rates in PG&E's approved Bundled Procurement Plan (BPP).

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 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

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.

² BPP, Sheet Nos. 65-67.

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 energy and natural gas procurement limits and ratable rates, 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 electric energy and natural gas procurement limits and ratable rates tables appearing in Section A (Limits) and Section B (Natural Gas Procurement Limits) of Appendix C of PG&E’s BPP.

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 for PG&E’s BPP.

Confidentiality

In support of this Advice Letter, PG&E submits Confidential Attachments A and B 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 information provided under D.14-10-033, D. 06-06-066, General Order (GO) 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 F.

Attachments

Confidential Attachment A	Proposed Edits to Electric Energy Procurement and 1 X Ratable Rate Limits and Natural Gas Procurement and 1 X Ratable Rate Limits, BPP Sheets 69–73 (Redline)
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³ BPP, Sheet No. 37.

⁴ D.07-12-052 at pp. 184-185.

Confidential Attachment B	Proposed Edits to Electric Energy Procurement and 1 X Ratable Rate Limits and Natural Gas Procurement and 1 X Ratable Rate Limits, BPP Sheets 69–73 (Clean)
Public Attachment C	Proposed Edits to Electric Energy Procurement and 1 X Ratable Rate Limits and Natural Gas Procurement and 1 X Ratable Rate Limits, BPP Sheets 69–73 (Redline)
Public Attachment D	Proposed Edits to Electric Energy Procurement and 1 X Ratable Rate Limits and Natural Gas Procurement and 1 X Ratable Rate Limits, BPP Sheets 69–73 (Clean)
Public Attachment E	Declaration of Robert Gomez Seeking Confidential Treatment Pursuant to D.06-06-066 and Public Utilities Code §454.5(g).
Public Attachment F	Proposed Protective Order

Protests

Anyone wishing to protest this submittal may do so by letter sent electronically via E-mail, no later than May 24, 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 (GO 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 (GO 96-B, Section 3.11).

Effective Date

PG&E requests that this Tier 1 advice letter become effective on May 4, 2023.

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 submittals can also be accessed electronically at: <http://www.pge.com/tariffs/>.

 /S/

Sidney Bob Dietz II
Director, Regulatory Relations
CPUC Communications

cc: Service List R.20-05-003



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 (U 39 E)

Utility type:

- ELC GAS WATER
 PLC HEAT

Contact Person: Stuart Rubio

Phone #: 415-973-4587

E-mail: PGETariffs@pge.com

E-mail Disposition Notice to: stuart.rubio@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) #: 6922-E

Tier Designation: 1

Subject of AL: Update to Pacific Gas and Electric Company's Bundled Procurement Plan – Electric Energy and Natural Gas Procurement Limits and Ratable Rates

Keywords (choose from CPUC listing): Compliance, Procurement

AL Type: Monthly Quarterly Annual One-Time Other:

If AL submitted in compliance with a Commission order, indicate relevant Decision/Resolution #:

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: N/A

Confidential treatment requested? Yes No

If yes, specification of confidential information: see confidential declaration and matrix
 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: 5/4/23

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: (415)973-2093
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

Confidential Attachment A

Proposed Edits to Electric Energy Procurement and 1 X
Ratable Rate Limits and Natural Gas Procurement and 1 X
Ratable Rate Limits, BPP Sheets 69, 70, 71, 72, 73
(Redline)

Confidential Attachment B

Proposed Edits to Electric Energy Procurement and 1 X
Ratable Rate Limits and Natural Gas Procurement and 1 X
Ratable Rate Limits, BPP Sheets 69, 70, 71, 72, 73
(Clean)

Public Attachment C

Proposed Edits to Electric Energy Procurement and 1 X
Ratable Rate Limits and Natural Gas Procurement and 1 X
Ratable Rate Limits, BPP Sheets 69, 70, 71, 72, 73
(Redline)



TABLE C-3
PACIFIC GAS AND ELECTRIC COMPANY
CPUC APPROVED SCENARIO
ELECTRIC ENERGY PROCUREMENT AND 1 X RATABLE RATE LIMITS (GWH)
CONFIDENTIAL

Line No.	Month	2023 ₅	2024 ₆	2025 ₇	2026 ₈	2027 ₉	2028 ₀	2029 ₁	2030 ₂	2031 ₃	2032 ₄
1	Jan										
2	Feb										
3	Mar										
4	Apr										
5	May										
6	Jun										
7	Jul										
8	Aug										
9	Sep										
10	Oct										
11	Nov										
12	Dec										

- c) Annual rolling year (i.e., rolling 12-month) ratable procurement limits shall apply to PG&E's purchase and sale of electric energy products. The annual ratable rate shall equal 100 percent of the sum of the monthly procurement limits for Year 1 (i.e., Months 1 to 12), 50 percent for Year 2 (i.e., Months 13 to 24), 33 percent for Year 3 (i.e., Months 25 to 36), and so on, as shown in Table C-4. The ratable rate methodology will allow for electric energy purchases of two times the ratable rate for delivery Year 2 through Year 5 when certain market conditions are present as set forth below, subject to the individual monthly procurement limits. The operative



transaction limit for purchases in delivery Year 2 through Year 5 are set as follows: (1) two times the ratable rate if the prompt 12-month forward on-peak power price⁸ is less than the two-standard deviation high value contained in Table C-5; and (2) one times the ratable rate if the 12-month forward on-peak power price is greater than or equal to the two-standard deviation high value contained in Table C-5. The ratable rate limit for delivery Year 6 through Year 10 is one times the ratable rate for purchase. The forward power curves used to calculate the two-standard-deviation measure span the period from February 1, 2017 through January 31, 2023.~~periods that predate the January 2013 start date of California's Cap and Trade Program. In contrast, the forward curve used to calculate the 12-month forward on-peak power price that is to be calculated at the time of procurement and compared to the measure extends beyond December 2012. Because implied GHG cost is embedded in the post-December 2012 monthly forward prices, an adjustment to the relevant monthly forward prices is necessary. Therefore, forward prices for delivery months January 2013 and after will be reduced.⁹ For the calculation of this reduction, market based forward GHG price curves will be used.~~

TABLE C-4
PACIFIC GAS AND ELECTRIC COMPANY
ELECTRIC ENERGY RATABLE RATE AUTHORITY

Line No.	Period	From Delivery Month	To Delivery Month	Ratable Rate (RR) As % of Monthly Procurement Limit	2 x RR
1	Year 1	Prompt + 1	Prompt + 12	100.0%	100.0%
2	Year 2	Prompt + 13	Prompt + 24	50.0%	100.0%
3	Year 3	Prompt + 25	Prompt + 36	33.3%	66.7%
4	Year 4	Prompt + 37	Prompt + 48	25.0%	50.0%
5	Year 5	Prompt + 49	Prompt + 60	20.0%	40.0%
6	Year 6	Prompt + 61	Prompt + 72	16.7%	n/a
7	Year 7	Prompt + 73	Prompt + 84	14.3%	n/a
8	Year 8	Prompt + 85	Prompt + 96	12.5%	n/a
9	Year 9	Prompt + 97	Prompt + 108	11.1%	n/a
10	Year 10	Prompt + 109	Prompt + 120	10.0%	n/a

⁸ Market quotes for NP-15 on-peak forwards.

⁹ ~~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 MMBtu; and (3) the GHG price for that year.~~



- d) Energy-only products transacted during the term of this BPP shall count against the electric energy purchase and sales monthly procurement limits and ratable rate limits. Energy-only products include energy-only tolling contracts, heat rate options, and fixed-price forward non-renewable energy transactions. The quantities counted against the limit will be the forecasted expected energy output of the contract or resource at the time of evaluation. Paired transactions (e.g., spreads, collars, energy exchanges) shall count as a single transaction (e.g., one buy and one sell equals one transaction) in the closest delivery period to measure against the limit and ratable rate. Locational basis contracts will not count against the limits, to avoid double counting with the position with which the basis would be paired to complete a single transaction. Similarly, Congestion Revenue Rights shall not count against electric energy procurement or ratable rate limits as their use is already governed by Appendix I (Congestion Revenue Rights). RA-tolling contracts and firm energy imports that can be used to meet RA requirements shall not count against the electric energy procurement or ratable rate limits as these products may be required to meet PG&E’s RA requirement. Additionally, products that do not financially hedge costs or otherwise alter PG&E’s procurement cost To-expiration Value-at-Risk (“TeVaR”) (e.g., Indexed-priced electric energy transactions) shall not count against electrical energy procurement or ratable rate limits. Absolute notional volumes for all transactions will be used when counting against the procurement limits.

TABLE C-5
PACIFIC GAS AND ELECTRIC COMPANY
ELECTRIC ENERGY NP-15 ON-PEAK POWER PRICE MARKET CONDITION MEASURE

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

B. Natural Gas Procurement Limits

1. Natural Gas Procurement Limits and Ratable Rates

PG&E is authorized to execute natural gas transactions for delivery periods up to ten (10) years using the approved products (Appendix A) and procurement methods and processes (Appendix B) and according to the Hedging Plan (Appendix E) of this BPP.



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 3	2023 4	2024 5	2025 6	2026 7	2028 7	2028 9	2029 3 0	2030 1	2032 2
1	Jan										
2	Feb										
3	Mar										
4	Apr										
5	May										
6	Jun										
7	Jul										
8	Aug										
9	Sep										
10	Oct										
11	Nov										
12	Dec										

The annual ratable rate equals 100 percent of the sum of the monthly procurement limits for Year 1, 50 percent for Year 2, 33 percent for Year 3, and so on, as shown in Table C-7. The ratable rate methodology will allow for net natural gas purchases and sales of two times the ratable rate for delivery Year 2 through Year 5 when certain market conditions are present, subject to individual monthly procurement limits. The operative transaction limit for net purchases and sales in delivery Year 2 through Year 5 are as follows:

1. Two times the ratable rate if the prompt 12-month forward PG&E Citygate gas price is less than the two-standard deviation high value contained in Table C-8.



2. One times the ratable rate if the prompt 12-month forward natural gas price is greater than or equal to the two-standard deviation high value contained in Table C-8.

TABLE C-7
PACIFIC GAS AND ELECTRIC COMPANY
NATURAL GAS RATABLE RATE AUTHORITY

Line No.	Period	From Delivery Month	To Delivery Month	Ratable Rate (RR) As % of Monthly Procurement Limit	2 x RR
1	Year 1	Prompt + 1	Prompt + 12	100.00%	100.0%
2	Year 2	Prompt + 13	Prompt + 24	50.00%	100.0%
3	Year 3	Prompt + 25	Prompt + 36	33.30%	66.7%
4	Year 4	Prompt + 37	Prompt + 48	25.00%	50.0%
5	Year 5	Prompt + 49	Prompt + 60	20.00%	40.0%
6	Year 6	Prompt + 61	Prompt + 72	16.70%	n/a
7	Year 7	Prompt + 73	Prompt + 84	14.30%	n/a
8	Year 8	Prompt + 85	Prompt + 96	12.50%	n/a
9	Year 9	Prompt + 97	Prompt + 108	11.10%	n/a
10	Year 10	Prompt + 109	Prompt + 120	10.00%	n/a

TABLE C-8
PACIFIC GAS AND ELECTRIC COMPANY
NATURAL GAS PRICE MARKET CONDITION MEASURE CONFIDENTIAL

Line No.	Measure	Value\$/MMBtu
1	Two-standard-deviation high	

A one-times ratable rate shall apply for net purchases and sales in delivery Year 6 through Year 10. Paired transactions (e.g., spreads, collars) shall count as a single hedge quantity (one buy and one sell equals one hedge) to measure against the limit and ratable rate. Similarly, basis contract will not count against the limits, to avoid double counting with the New York Mercantile Exchange position with which the basis would be paired to complete a single hedge. Products that do not financially hedge costs or otherwise alter procurement cost or TeVaR (e.g., Index-priced natural gas) do not count against natural gas monthly procurement or annual ratable rate limits. Transactions will be measured at

Public Attachment D

Proposed Edits to Electric Energy Procurement and 1 X
Ratable Rate Limits and Natural Gas Procurement and 1 X
Ratable Rate Limits, BPP Sheets 69, 70, 71, 72, 73
(Clean)



**TABLE C-3
PACIFIC GAS AND ELECTRIC COMPANY
CPUC APPROVED SCENARIO
ELECTRIC ENERGY PROCUREMENT AND 1 X RATABLE RATE LIMITS (GWH)
CONFIDENTIAL**

Line No.	Month	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032
1	Jan										
2	Feb										
3	Mar										
4	Apr										
5	May										
6	Jun										
7	Jul										
8	Aug										
9	Sep										
10	Oct										
11	Nov										
12	Dec										

- c) Annual rolling year (i.e., rolling 12-month) ratable procurement limits shall apply to PG&E’s purchase and sale of electric energy products. The annual ratable rate shall equal 100 percent of the sum of the monthly procurement limits for Year 1 (i.e., Months 1 to 12), 50 percent for Year 2 (i.e., Months 13 to 24), 33 percent for Year 3 (i.e., Months 25 to 36), and so on, as shown in Table C-4. The ratable rate methodology will allow for electric energy purchases of two times the ratable rate for delivery Year 2 through Year 5 when certain market conditions are present as set forth below, subject to the individual monthly procurement limits. The operative transaction limit for purchases in delivery Year 2 through Year 5 are set as follows: (1) two times the ratable rate if the prompt 12-month forward on-peak power price⁸ is less than the two-standard deviation high value contained in Table C-5; and (2) one times the ratable rate if the 12-month forward on-peak power price is greater than or equal to the two-standard deviation high value contained in Table C-5. The ratable rate limit for delivery Year 6 through Year 10 is one times the ratable rate for purchase.

⁸ Market quotes for NP-15 on-peak forwards.



The forward power curves used to calculate the two-standard-deviation measure span the period from February 1, 2017 through January 31, 2023.

TABLE C-4
PACIFIC GAS AND ELECTRIC COMPANY
ELECTRIC ENERGY RATABLE RATE AUTHORITY

Line No.	Period	From Delivery Month	To Delivery Month	Ratable Rate (RR) As % of Monthly Procurement Limit	2 x RR
1	Year 1	Prompt + 1	Prompt + 12	100.0%	100.0%
2	Year 2	Prompt + 13	Prompt + 24	50.0%	100.0%
3	Year 3	Prompt + 25	Prompt + 36	33.3%	66.7%
4	Year 4	Prompt + 37	Prompt + 48	25.0%	50.0%
5	Year 5	Prompt + 49	Prompt + 60	20.0%	40.0%
6	Year 6	Prompt + 61	Prompt + 72	16.7%	n/a
7	Year 7	Prompt + 73	Prompt + 84	14.3%	n/a
8	Year 8	Prompt + 85	Prompt + 96	12.5%	n/a
9	Year 9	Prompt + 97	Prompt + 108	11.1%	n/a
10	Year 10	Prompt + 109	Prompt + 120	10.0%	n/a

- d) Energy-only products transacted during the term of this BPP shall count against the electric energy purchase and sales monthly procurement limits and ratable rate limits. Energy-only products include energy-only tolling contracts, heat rate options, and fixed-price forward non-renewable energy transactions. The quantities counted against the limit will be the forecasted expected energy output of the contract or resource at the time of evaluation. Paired transactions (e.g., spreads, collars, energy exchanges) shall count as a single transaction (e.g., one buy and one sell equals one transaction) in the closest delivery period to measure against the limit and ratable rate. Locational basis contracts will not count against the limits, to avoid double counting with the position with which the basis would be paired to complete a single transaction. Similarly, Congestion Revenue Rights shall not count against electric energy procurement or ratable rate limits as their use is already governed by Appendix I (Congestion Revenue Rights). RA-tolling contracts and firm energy imports that can be used to meet RA requirements shall not count against the electric energy procurement or ratable rate limits as these products may be required to meet PG&E’s RA requirement. Additionally, products that do not financially hedge costs or otherwise alter PG&E’s procurement cost To-expiration Value-at-Risk (“TeVaR”) (e.g., Indexed-priced electric energy transactions) shall not count against electrical energy procurement or ratable rate limits. Absolute notional



volumes for all transactions will be used when counting against the procurement limits.

**TABLE C-5
PACIFIC GAS AND ELECTRIC COMPANY
ELECTRIC ENERGY NP-15 ON-PEAK POWER PRICE MARKET CONDITION MEASURE**

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

B. Natural Gas Procurement Limits

1. Natural Gas Procurement Limits and Ratable Rates

PG&E is authorized to execute natural gas transactions for delivery periods up to ten (10) years using the approved products (Appendix A) and procurement methods and processes (Appendix B) and according to the Hedging Plan (Appendix E) of this BPP. The procurement limits and ratable rates in this Appendix C define limits for PG&E’s natural gas procurement authority.

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	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032
1	Jan										
2	Feb										
3	Mar										
4	Apr										
5	May										
6	Jun										
7	Jul										
8	Aug										
9	Sep										
10	Oct										
11	Nov										
12	Dec										

The annual ratable rate equals 100 percent of the sum of the monthly procurement limits for Year 1, 50 percent for Year 2, 33 percent for Year 3, and so on, as shown in Table C-7. The ratable rate methodology will allow for net natural gas purchases and sales of two times the ratable rate for delivery Year 2 through Year 5 when certain market conditions are present, subject to individual monthly procurement limits. The operative transaction limit for net purchases and sales in delivery Year 2 through Year 5 are as follows:

1. Two times the ratable rate if the prompt 12-month forward PG&E Citygate gas price is less than the two-standard deviation high value contained in Table C-8.



2. One times the ratable rate if the prompt 12-month forward natural gas price is greater than or equal to the two-standard deviation high value contained in Table C-8.

TABLE C-7
PACIFIC GAS AND ELECTRIC COMPANY
NATURAL GAS RATABLE RATE AUTHORITY

Line No.	Period	From Delivery Month	To Delivery Month	Ratable Rate (RR) As % of Monthly Procurement Limit	2 x RR
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2	Year 2	Prompt + 13	Prompt + 24	50.00%	100.0%
3	Year 3	Prompt + 25	Prompt + 36	33.30%	66.7%
4	Year 4	Prompt + 37	Prompt + 48	25.00%	50.0%
5	Year 5	Prompt + 49	Prompt + 60	20.00%	40.0%
6	Year 6	Prompt + 61	Prompt + 72	16.70%	n/a
7	Year 7	Prompt + 73	Prompt + 84	14.30%	n/a
8	Year 8	Prompt + 85	Prompt + 96	12.50%	n/a
9	Year 9	Prompt + 97	Prompt + 108	11.10%	n/a
10	Year 10	Prompt + 109	Prompt + 120	10.00%	n/a

TABLE C-8
PACIFIC GAS AND ELECTRIC COMPANY
NATURAL GAS PRICE MARKET CONDITION MEASURE CONFIDENTIAL

Line No.	Measure	Value\$/MMBtu
1	Two-standard-deviation high	[REDACTED]

Public Attachment E

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 6922-E**

I, Robert Gomez, declare:

1. I am a Manager in the Portfolio Management group in the Energy Policy and Procurement organization at Pacific Gas and Electric Company (PG&E). In this position, my responsibilities include overseeing commercial planning activities. 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 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 data and information contained in Advice Letter 6922-E, which provides an update to PG&E's Electric Energy and Natural Gas Procurement Limits and Ratable Rates

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 May 4, 2023 at San Francisco, California.

/s/

Robert Gomez

PACIFIC GAS AND ELECTRIC COMPANY (U 39 E)
ADVICE LETTER 6922-E
MAY 4, 2023

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 6922-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
Advice 6922-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 6922-E, Attachment A	D.06-06-066, <i>Appendix 1</i> (Item VI.B Utility Bundled Net Open (Long or Short) Position for Energy (MWh)) Pub. Util. Code §454.5(g)	This information discloses PG&E's electric energy 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 6922-E, Attachment B	D.06-06-066, <i>Appendix 1</i> (Item VI.B Utility Bundled Net Open (Long or Short) Position for Energy (MWh)) Pub. Util. Code §454.5(g)	This information discloses PG&E's electric energy 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

Public Attachment F

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 6922-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 6922-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

Alta Power Group, LLC
Anderson & Poole

Atlas ReFuel
BART

Barkovich & Yap, Inc.
Braun Blaising Smith Wynne, P.C.
California Cotton Ginners & Growers Assn
California Energy Commission

California Hub for Energy Efficiency
Financing

California Alternative Energy and
Advanced Transportation Financing
Authority
California Public Utilities Commission
Calpine

Cameron-Daniel, P.C.
Casner, Steve
Center for Biological Diversity

Chevron Pipeline and Power
City of Palo Alto

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
Downey Brand LLP
Dish Wireless L.L.C.

East Bay Community Energy Ellison
Schneider & Harris LLP
Engineers and Scientists of California

GenOn Energy, Inc.
Green Power Institute
Hanna & Morton
ICF

iCommLaw
International Power Technology
Intertie

Intestate Gas Services, Inc.

Johnston, Kevin
Kelly Group
Ken Bohn Consulting
Keyes & Fox LLP
Leviton Manufacturing Co., Inc.

Los Angeles County Integrated
Waste Management Task Force
MRW & Associates
Manatt Phelps Phillips
Marin Energy Authority
McClintock IP
McKenzie & Associates

Modesto Irrigation District
NLine Energy, Inc.
NRG Solar

OnGrid Solar
Pacific Gas and Electric Company
Peninsula Clean Energy

Pioneer Community Energy

Public Advocates Office

Redwood Coast Energy Authority
Regulatory & Cogeneration Service, Inc.

Resource Innovations

SCD Energy Solutions
San Diego Gas & Electric Company

SPURR
San Francisco Water Power and Sewer
Sempra Utilities

Sierra Telephone Company, Inc.
Southern California Edison Company
Southern California Gas Company
Spark Energy
Sun Light & Power
Sunshine Design
Stoel Rives LLP

Tecogen, Inc.
TerraVerde Renewable Partners
Tiger Natural Gas, Inc.

TransCanada
Utility Cost Management
Utility Power Solutions
Water and Energy Consulting Wellhead
Electric Company
Western Manufactured Housing
Communities Association (WMA)
Yep Energy