

PUBLIC UTILITIES COMMISSION

SAN FRANCISCO, CA 94102-3298



September 29, 2008

Advice Letter 2261-E

Akbar Jazayeri
Vice President, Regulatory Operations
Southern California Edison Company
P O Box 800
Rosemead, CA 91770

Subject: Submission of SCE Company's Twelfth Gas Supply
Plan for the State of California Department of Water
Resources Tolling Agreements Pursuant to D.03-04-029

Dear Mr. Jazayeri:

Advice Letter 2261-E is effective October 1, 2008.

Sincerely,

A handwritten signature in black ink, appearing to read "Ken Lewis".

Kenneth Lewis, Acting Director
Energy Division

PUBLIC VERSION

August 1, 2008

ADVICE 2261-E
(U 338-E)

PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA
ENERGY DIVISION

SUBJECT: Submission of Southern California Edison Company's Twelfth Gas Supply Plan for the State of California Department of Water Resources Tolling Agreements Pursuant to Decision 03-04-029

In compliance with Decision (D.) 03-04-029, Southern California Edison Company (SCE) hereby submits for filing its Twelfth Gas Supply Plan (GSP-XII¹) for the State of California Department of Water Resources (DWR) Tolling Agreements.

The California Public Utilities Commission (Commission or CPUC) adopted General Order 96-B (GO96-B), effective July 1, 2007, which implements requirements for establishing the confidentiality of advice letter filings. In accordance with GO96-B, the confidentiality of information included in this GSP-XII is described below. This filing includes a confidential version of GSP-XII (Appendix A), a public redacted version of GSP-XII (Appendix B), Designation of Confidential Information (Appendix C), Protective Order (Appendix D), and this cover letter. A compact disc accompanies the confidential version. The compact disc contains data regarding Forecast Hourly Energy Prices Used in Dispatch Analysis.

SCE is submitting the complete filing to the Energy Division (ED) of the Commission. SCE will provide a copy of Appendix B to any party upon request.

PURPOSE

This advice filing is made pursuant to D.03-04-029, which directed SCE and the two other major California electric utilities to file GSPs every six months after the initial filing

¹ Throughout this advice letter filing, all references to SCE's gas supply plans are designated as GSP-n, where n represents the sequential reference number of the particular GSP (i.e., GSP-I, GSP-II, etc.).

on April 17, 2003, for the term of the Operating Order,² and D.07-12-052, which directs that future GSPs be annual rather than semi-annual on a calendar-year basis.³ Appendix A of this filing presents the unredacted confidential version of GSP-XII, which covers the last three months of 2008. GSP-XIII will be filed concurrently and covers calendar year 2009.

BACKGROUND

In D.03-04-029, dated April 3, 2003, the Commission directed SCE to file its initial GSP on April 17, 2003, by compliance advice letter, and subsequent GSPs every six months for the term of the Operating Order. In Resolution E-3846, dated November 13, 2003, approving SCE's Advice Letter 1738-E and its attached GSP-II for the period from October 1, 2003, through March 31, 2004, the Commission authorized the ED to approve all subsequent GSPs.⁴

The ED approved SCE's GSP-XI, filed on February 1, 2008, in a letter dated May 29, 2008.⁵

SCE submitted drafts of GSP-XII and GSP-XIII to DWR on July 9, 2008, and to the Procurement Review Group (PRG) on July 18, 2008. Subsequently, SCE made the changes recommended from this review.

In accordance with D.07-12-052, as approved by DWR, SCE is now filing GSP-XII on August 1, 2008, and it will become effective on October 1, 2008. GSP-XII will govern the three-month period from October 1, 2008, through December 31, 2008. GSP-XIII, which is being filed under a separate advice letter, will govern the one-year period from January 1 to December 31, 2009. This new schedule will coordinate with the annual Energy Resource Recovery Account filings made each year.

No cost information is required for this advice filing.

This advice filing will not increase any rate or charge, cause the withdrawal of service, or conflict with any other schedule or rule.

² D.03-04-029, dated April 3, 2003, Ordering Paragraph 6, *mimeo*, p. 41. The Operating Order consists of D.02-12-069, its Attachments, and its Exhibits. The Operating Order directs SCE to perform certain activities as DWR's limited agent. Under certain DWR Contracts, DWR may exercise the option to provide gas to the underlying generating units rather than have the supplier perform this function ("tolling"). SCE, as DWR's limited agent, performs certain operational, dispatch, and administrative functions for DWR Contracts allocated to SCE's customers, including gas supply management, pursuant to Appendix B of D.02-12-069.

³ D.07-12-052, dated December 21, 2007, Section 3.5.5.

⁴ Resolution E-3846, Ordering Paragraph 2.

⁵ The letter stated that the effective date was May 27, 2008.

CONFIDENTIALITY

SCE is requesting confidentiality of certain information contained in this GSP-XII. The information for which SCE seeks confidential treatment is identified in Appendix C. Appendix C contains: (i) the information in GSP-XII for which SCE seeks confidential treatment, (ii) the type of information subject to confidential protection under D.06-06-066 (as provided in the IOU Matrix), and (iii) the length of time for which the information should remain confidential. In accordance with GO96-B, Appendix D is a Protective Order that SCE proposes to govern this filing. SCE will provide the confidential version of GSP-XII (Appendix A) to appropriate parties in accordance with the proposed Protective Order, upon execution of the required Non-Disclosure Certificate. Parties wishing to obtain access to Appendix A may contact Annette Gilliam in SCE's Law Department at Annette.Gilliam@sce.com or (626) 302-4880 to obtain a non-disclosure agreement.

To the best of my knowledge, SCE maintains as confidential the information contained in GSP-XII for which confidentiality is sought in this advice filing. I am informed and believe that this information is maintained by SCE's Energy Supply & Management Department and is provided internally only to those SCE employees and externally only to DWR employees who need to know the information to carry out their job duties. I am also informed and believe that the information has not been disclosed to any person other than employees of SCE, DWR, or non-market participants (such as staff of the CPUC, California Energy Commission, or California Independent System Operator).

TIER DESIGNATION

Pursuant to D.07-01-024, Energy Industry Rule 5.2, SCE believes this Advice Letter is subject to ED disposition and should be classified as Tier 2 (effective after Staff approval).

EFFECTIVE DATE

This advice filing will become effective on October 1, 2008, or the date that SCE receives the ED's letter approving GSP-XII, whichever is later.⁶

NOTICE

Anyone wishing to protest this advice filing may do so by letter via U.S. Mail, facsimile, or electronically, any of which must be received no later than 20 days after the date of this advice filing. Protests should be mailed to:

⁶ It is important to make the effective date on or after SCE's receipt of the approval letter, so that SCE conducts its procurement activities in accordance with an approved GSP.

CPUC, Energy Division
Attention: Tariff Unit
505 Van Ness Avenue
San Francisco, California 94102
E-mail: inj@cpuc.ca.gov and mas@cpuc.ca.gov

Copies should also be mailed to the attention of the Director, Energy Division, Room 4004 (same address above).

In addition, protests and all other correspondence regarding this advice letter should also be sent by letter and transmitted via facsimile or electronically to the attention of:

Akbar Jazayeri
Vice President of Regulatory Operations
Southern California Edison Company
2244 Walnut Grove Avenue
Rosemead, California 91770
Facsimile: (626) 302-4829
E-mail: AdviceTariffManager@sce.com

Bruce Foster
Senior Vice President, Regulatory Affairs
c/o Karyn Gansecki
Southern California Edison Company
601 Van Ness Avenue, Suite 2040
San Francisco, California 94102
Facsimile: (415) 673-1116
E-mail: Karyn.Gansecki@sce.com

There are no restrictions on who may file a protest, but the protest shall set forth specifically the grounds upon which it is based and shall be submitted expeditiously.

In accordance with Section 4 of GO96-B, SCE is serving copies of the Public Version of this advice filing to the interested parties shown on the attached GO96-B and R.01-10-024 service lists. SCE is also serving the Confidential Version of this filing to the PRG members and those entitled to receive confidential information in R.01-10-024. Address change requests to the GO96-B service list should be directed by electronic mail to AdviceTariffManager@sce.com or at (626) 302-2930. For changes to all other service lists, please contact the Commission's Process Office at (415) 703-2021 or by electronic mail at Process_Office@cpuc.ca.gov.

Further, in accordance with Public Utilities Code Section 491, notice to the public is hereby given by filing and keeping the advice filing at SCE's corporate headquarters. To view other SCE advice letters filed with the Commission, log on to SCE's web site at <http://www.sce.com/AboutSCE/Regulatory/adviceletters>.

For questions, please contact Myn Kim at (626) 302-3511 or by electronic mail at Myn.Kim@sce.com.

Southern California Edison Company

Akbar Jazayeri

AJ:mk:sq
Enclosures

CALIFORNIA PUBLIC UTILITIES COMMISSION

ADVICE LETTER FILING SUMMARY ENERGY UTILITY

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

Company name/CPUC Utility No.: Southern California Edison Company (U 338-E)

Utility type:

ELC GAS
 PLC HEAT WATER

Contact Person: James Yee

Phone #: (626) 302-2509

E-mail: James.Yee@sce.com

E-mail Disposition Notice to: AdviceTariffManager@sce.com

EXPLANATION OF UTILITY TYPE

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

(Date Filed/ Received Stamp by CPUC)

Advice Letter (AL) #: 2261-E

Tier Designation: 2

Subject of AL: Submission of Southern California Edison Company's Twelfth Gas Supply Plan for the State of California Department of Water Resources Tolling Agreements Pursuant to Decision 03-04-029

Keywords (choose from CPUC listing): Compliance, Agreements, Procurement

AL filing type: Monthly Quarterly Annual One-Time Other Semi-annual

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

D.03-04-029 and D.07-12-052

Does AL replace a withdrawn or rejected AL? If so, identify the prior AL: _____

Summarize differences between the AL and the prior withdrawn or rejected AL¹: _____

Confidential treatment requested? Yes No

If yes, specification of confidential information: See Attachment C.

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:

Annette Gilliam, Law Department, at (626) 302-4880 or Annette.Gilliam@sce.com

Resolution Required? Yes No

Requested effective date: 10/1/08 No. of tariff sheets: -0-

Estimated system annual revenue effect: (%): _____

Estimated system average rate effect (%): _____

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: None

Service affected and changes proposed¹: _____

Pending advice letters that revise the same tariff sheets: _____

¹ Discuss in AL if more space is needed.

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

CPUC, Energy Division
Attention: Tariff Unit
505 Van Ness Ave.,
San Francisco, CA 94102
inj@cpuc.ca.gov and mas@cpuc.ca.gov

Akbar Jazayeri
Vice President of Regulatory Operations
Southern California Edison Company
2244 Walnut Grove Avenue
Rosemead, California 91770
Facsimile: (626) 302-4829
E-mail: AdviceTariffManager@sce.com

Bruce Foster
Senior Vice President, Regulatory Affairs
c/o Karyn Gansecki
Southern California Edison Company
601 Van Ness Avenue, Suite 2040
San Francisco, California 94102
Facsimile: (415) 673-1116
E-mail: Karyn.Gansecki@sce.com

Advice 2261-E

**Attachment A
Twelfth Gas Supply Plan**

Confidential

Advice 2261-E

**Attachment B
Twelfth Gas Supply Plan**

Public - Redacted

Advice 2261-E

Attachment C

**Designation of Confidential
Information**

APPENDIX C
DESIGNATION OF CONFIDENTIAL INFORMATION

Identified below are the data in SCE’s Gas Supply Plan XII for the State of California Department of Water Resources Tolling Agreements seeking confidential protection and the categories on the Matrix of Allowed Confidential Treatment to which these data correspond. Also set forth is the period of time for which confidential protection is authorized by the IOU Matrix.

Redacted Data	Matrix Category	Period of Confidentiality
Areas highlighted in grey constitute a Long-term fuel (gas) buying and hedging plan.	I , V.A, B, D, E, F, G, H, I, N, O.3, P.1, P.2, Q.1, Q.3, Q.4	Confidential for three years
Areas highlighted in yellow constitute a utility gas price forecast.	I & V.P.1	Front three years of forecast data confidential
Areas highlighted in blue constitute recorded gas procurement and cost information.	III, III.E, Attachment I & Attachment J	Confidential for one year
Areas highlighted in green constitute SCE’s utility electric price forecasts.	III.D.	Confidential for three years
Areas highlighted in red constitute SCE’s utility gas demand forecasts – consumption.	III.D	Front three years of demand forecast data confidential
Areas highlighted in fuchsia is the Monthly Portfolio Risk Assessment	IV-E	Confidential for three years

Advice 2261-E

Attachment D

Proposed Protective Order

APPENDIX D

BEFORE THE PUBLIC UTILITIES COMMISSION

OF THE STATE OF CALIFORNIA

Submission of Southern California Edison Company's Twelfth)		Advice 2261-E
Gas Supply Plan for the State of California Department of Water)		
<u>Resources Tolling Agreements Pursuant to Decision 03-04-029</u>)		

PROTECTIVE ORDER

1. Scope. This Protective Order will govern access to Protected Material contained in the confidential version of Advice Letter 2261-E. This Protective Order does not address the right of employees of the California Public Utilities Commission (Commission) acting in their official capacities (Commission Staff) to view protected materials, because Commission Staff are entitled to view Protected Materials in accordance with the requirements of Public Utilities Code Section 583 and the Commission's General Order 66-C.

2. Modification. This Protective Order will remain in effect until the Commission modifies or terminates it, which may occur only after the Commission notifies all affected parties and gives those parties a reasonable opportunity to be heard on such proposed modification and termination.

3. Definitions

A. The term "Protected Material(s)" means (i) trade secret, market sensitive, or other confidential and/or proprietary information as determined in good faith by the Disclosing Party in accordance with the provisions of D.06-06-066 and subsequent decisions, General Order 66-C, Public Utilities Code Sections 583 and 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 order or ruling of any Administrative Law Judge, Assigned Commissioner, the Commission, the Energy Division, if authorized to do so, 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. Protected Materials do not include: (i) any information or document contained in the public files of the Commission or any other state or federal agency, or in any state or federal court, unless such information or document has been determined to be protected by such agency or 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 information in the Protected Materials in GSP-XII or any other document produced herein, whether the document is in paper or electronic form, which has been covered, blocked out, or removed, in the case of the Public Version, or which has been shaded with an identifying color to indicate the category of such Confidential Information in the Protected Materials or other such document, in the case of the Confidential Version provided to Energy Division. The term “unredacted” refers to all information in GSP-XII or other document produced herein, which is not “redacted.”

C. The term “Disclosing Party” means a party who initially discloses any specified Protected Materials in this proceeding.

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 Paragraph 3.D.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 Paragraph 3.D.1) above is nonetheless not an MP 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 paragraph, 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. An MP's Reviewing Representatives are limited to persons designated by the MP 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) Is not an employee of an MP.

F. Persons or entities that do not meet the definition of MP are non-market participants (NMPs), and may have access to market sensitive information through their designated Reviewing Representatives. Any NMP Reviewing Representative who is simultaneously representing a MP in other proceedings before the Commission must disclose such representation to the Disclosing Party. If the Disclosing Party objects to reviewing representative status for such person, the Disclosing Party will bring the matter before the Presiding Administration Law Judge for resolution within ten (10) days.

G. Each Reviewing Representative must execute a Non-Disclosure Certificate, a form of which is attached as Attachment A to this Protective Order, and will be bound by its terms.

4. Designation of Materials. SCE hereby designates all redacted information indicated by colored shading in Appendix A as Protected Materials subject to protection under this Protective Order. All materials so designated will be treated as Protected Materials unless and until (a) the designation is withdrawn pursuant to Paragraph 18 of this Protective Order, or (b) a determination is made changing the designation pursuant to Paragraph 4, and a period of 14 calendar days elapses without an appeal or other challenge to the pending determination.

5. Redaction of Documents. Whenever a party files 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 must also prepare a redacted version of such document. The redacted version must enable persons familiar with this proceeding to determine with reasonable certainty the nature (but not magnitude) of the data that is redacted and where the redactions occur. The redacted version of a document to be filed must be served on all persons on the service list, and the redacted version of a discovery document must be served on all persons entitled to such document.

6. Selection of Reviewing Representatives. Each MP and NMP selecting a Reviewing Representative must first identify its proposed Reviewing Representative to SCE,

DWR, and Energy Division. In addition, the MP or NMP, as the case may be, must provide current curriculum vitae of each candidate Reviewing Representative, including a brief description of the candidate's professional experience and past and present professional affiliations for the last ten years. Any party who objects to a proposed Reviewing Representative must advise the proposing party in writing within five (5) business days from receipt of such notice, setting forth in detail the reasons for the objection. If an objection arises, the proposing party, the objecting party or parties, and the Energy Division representative must promptly meet and confer to try to resolve the issue, and if necessary seek a ruling from the Law and Motion ALJ. In ruling on the motion, the Law and Motion ALJ must consider all relevant facts, including whether the proposed Reviewing Representative has a need to know the information in the Protected Materials to prove or defend against a material element of one or more issues presented in this proceeding, and whether it is reasonable to conclude that the information sought by the Reviewing Representative is essential to a fair resolution of an issue in this proceeding. If a party desires to designate a Reviewing Representative who has previously been approved for that status in a prior Commission proceeding and that person's professional responsibilities have not changed since the prior designation, the party need not repeat the process described in this paragraph, unless the Disclosing Party objects to the person's selection as a Reviewing Representative, in which case the proposing party, the objecting party, and the Energy Division representative must promptly meet and confer to attempt to resolve the issue, and, if necessary, follow the remaining steps set forth in this paragraph.

7. Access to Protected Materials and Use of Protected Materials. Subject to the terms of this Protective Order, Reviewing Representatives will be entitled to access to Protected Materials. No other parties will be granted access to Protected Materials, but will be limited to reviewing redacted versions of GSP-XII. Reviewing Representatives may make copies of Protected Materials, but such copies become Protected Materials. Reviewing Representatives may make notes of Protected Materials, which will be treated as Notes of Protected Materials if they disclose the contents of Protected Materials. Protected Materials obtained by a party in this

proceeding 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 must treat Protected Materials as confidential in accordance with this Protective Order and the Non-Disclosure Certificate, which the Reviewing Representative must execute prior to receipt of such Protected Material. Protected Materials must not be used, except as necessary for the resolution of this advice letter filing, and must not be disclosed in any manner to any person except (i) Reviewing Representatives who have executed a Non-Disclosure Certificate; (ii) Reviewing Representatives' paralegals, employees, and administrative personnel, such as clerks, secretaries, and word processors, to the extent necessary to assist the Reviewing Representatives, provided that they must first ensure that such personnel are familiar with the terms of this Protective Order and sign a Non-Disclosure Certificate; or (iii) persons employed by or working on behalf of any state governmental agencies covered by Paragraph 12. Reviewing Representatives must adopt suitable measures to maintain the confidentiality of Protected Materials that they obtain pursuant to this Protective Order, and must treat such Protected Materials in the same manner as they treat their own most highly confidential information. Reviewing Representatives will be liable for any unauthorized disclosure or use by their paralegals, employees, or administrative staff. If 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 the Protected Materials, the Reviewing Representative must oppose disclosure on the grounds that the requested information has already been designated as Protected Materials subject to this Protective Order and therefore may not be disclosed. The Reviewing Representative must also immediately inform the Disclosing Party of the request, and Disclosing Party may, at its sole discretion and cost, direct any challenge or defense against the disclosure requirement, and the

Reviewing Representative must cooperate in good faith either to oppose the disclosure of the Protected Materials consistent with applicable law, or to obtain confidential treatment of such materials by the person or entity who wishes to receive them prior to any such disclosure. If multiple requests for substantially similar Protected Materials arise in the same case or proceeding, in which 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, will not be deemed to be a violation of this Protective Order.

10. Non-Disclosure Certificates. A Reviewing Representative cannot inspect, participate in discussions regarding, or otherwise gain access to Protected Materials, unless and until he or she first completes and executes a Non-Disclosure Certificate, a form of which is attached hereto as Attachment A, and delivers the original, signed Non-Disclosure Certificate to the Disclosing Party. The Disclosing Party must retain the executed Non-Disclosure Certificates pertaining to the Protected Materials it has disclosed and must promptly provide copies of the Non-Disclosure Certificates to Commission Staff upon request.

11. Return or Destruction of Protected Materials. Protected Materials will remain available to Reviewing Representatives until the later of the date that a letter or resolution resolving this advice letter becomes no longer subject to judicial 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 must, within fifteen days of such request, return the Protected Materials

(including Notes of Protected Materials) to the Participant that produced them, or must destroy the materials, except that copies of filings, official transcripts and exhibits in this proceeding that contain Protected Materials, and Notes of Protected Material may be retained, if they are maintained in accordance with Paragraph 7. Within such time period each Reviewing Representative, if requested to do so, must 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 7. To the extent Protected Materials are not returned or destroyed, they will remain subject to the Protective Order, Section 583 of the California Public Utilities Code and CPUC General Order No. 66-C. If a Reviewing Representative who gains access to Protected Material ceases to be engaged to provide services in this proceeding or ceases to be eligible for Reviewing Representative status pursuant to Paragraph 3.E., then access to such Protected Materials immediately terminates. Nevertheless, each such person will continue to be bound by the provisions of this Protective Order and the Non-Disclosure Certificate.

12. Access and Use by Governmental Entities.

A. If the CPUC receives a request from the California Energy Resources Conservation and Development Commission (CEC) for a copy of or access to any party's Protected Materials, the procedure for handling such requests will be the following: Not less than five days after delivering written notice to the Disclosing Party of the request, the CPUC must release such Protected Materials to the CEC upon receipt from the CEC of an Interagency Information Request and Confidentiality Agreement (Interagency Confidentiality Agreement), a form of which is included as Attachment B to this Protective Order. Such Interagency Confidentiality Agreement must (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 must 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. If 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 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. That agency may use the form of agreement included as Attachment B.

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 LSE to be "reverse engineered."

13. CPRA Requests. If a request is made pursuant to the California Public Records Act (CPRA), Government Code sections 6250, *et seq.*, that a party's Protected Materials filed with or otherwise in the possession of the CPUC be produced, the CPUC will notify such party of the CPRA request. The CPUC must also notify the requester that the Protected Materials are public records that have been filed with or submitted to the CPUC, accompanied by a claim that they are confidential and that the public interest is served by withholding the records. The CPUC must then determine, pursuant to applicable law, whether the requested Protected

Materials are excluded from public inspection. If the CPUC receives a request from a federal government agency or a judicial subpoena for the production of a party's Protected Materials in the CPUC's possession, the CPUC will also notify the Disclosing Party of such request. If a CPRA requester brings suit to compel disclosure of a party's Protected Materials, the CPUC will promptly notify the Disclosing Party of such suit, and Commission Staff and the Disclosing Party must cooperate in opposing the suit.

14. Derivative Materials. A rebuttable presumption will arise that (a) any study that incorporates, describes or otherwise employs Protected Materials in a manner that could reveal all of a part of such materials, or (b) any model that relies upon Protected Materials for algorithms or other computation(s) critical to the functioning of the model, are Protected Materials that are subject to Section 583 of the Public Utilities Code, the Commission's General Order 66-C, and this Protective Order. However, models that merely use Protected Materials as inputs will not themselves be considered Protected Materials. A rebuttable presumption will also arise, when inputs to studies or models include Protected Materials or when outputs of such studies or models reveal such inputs or can be processed to reveal such Protected Materials, that such inputs and/or outputs will be considered Protected Materials subject to this Protective Order, unless such inputs or outputs have been redacted or aggregated to the satisfaction of the Disclosing Party. Unless a party, by noticed motion, obtains a ruling from the Law and Motion ALJ that the applicable presumption(s) from among the foregoing has been rebutted with respect to the model or study at issue, then any party who devises or propounds a model or study that incorporates, uses or is based upon such materials must label the model or study "Protected Materials," which will then be subject to the terms of this Protective Order.

15. 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, must be presented for resolution to the Law and Motion ALJ. Prior to presenting any such dispute, the parties to the dispute must use their best efforts to resolve the dispute. The parties and Commission Staff reserve the right

to seek additional administrative or judicial remedies after the Law and Motion ALJ rules on the dispute.

16. Other Objections to Use or Disclosure. Nothing in this Protective Order may be construed as limiting the right of a party, the Commission Staff, or a state governmental agency covered by Paragraphs 10.A through 10.C from objecting to the use or disclosure of Protected Material on any legal ground, such as relevance or privilege.

17. Remedies. Any violation of this Protective Order will 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 if an actual or anticipated disclosure of Protected Materials occurs.

18. 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.

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

ATTACHMENT A TO PROTECTIVE ORDER

BEFORE THE PUBLIC UTILITIES COMMISSION

OF THE STATE OF CALIFORNIA

Submission of Southern California Edison Company's Twelfth)
Gas Supply Plan for the State of California Department of Water)
Resources Tolling Agreements Pursuant to Decision 03-04-029)

Advice 2261-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 this proceeding, of which I have been given a copy, and I have read the Protective Order and agree to be bound by it. I understand that I cannot disclose the contents of the Protected Materials, any notes or other memoranda, or any other form of information that copies or discloses Protected Materials to anyone other than in accordance with the 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: _____

ATTACHMENT B TO PROTECTIVE ORDER

INTERAGENCY INFORMATION REQUEST AND CONFIDENTIALITY AGREEMENT BETWEEN THE CALIFORNIA PUBLIC UTILITIES COMMISSION AND THE CALIFORNIA ENERGY RESOURCES CONSERVATION AND DEVELOPMENT COMMISSION

A. INTERAGENCY INFORMATION REQUEST

The California Energy Resources Conservation and Development Commission (CEC) hereby requests the following information from the California Public Utilities Commission (CPUC) provided to the Commission by Advice 2261-E:

[List of Information Requested]

[IOU] has provided the above-described data to the Commission and the Commission is treating the data as confidential pursuant to the Public Utilities Code §583.

The CEC declares that it has a need for the above-described data for the following purposes:

1. [to be added]
2. [to be added]
3. [to be added]

The CEC agrees to keep this information confidential in its entirety, disclosing it only to its employees and representatives whose work requires them to review and analyze such data and who sign an acknowledgement and acceptance of the requirements of this confidentiality agreement, the form of which is shown in Exhibit A to this Interagency Information Request and Confidentiality Agreement.

B. CONFIDENTIALITY AGREEMENT

1. This agreement is limited to records that are not open to public inspection, that are in the possession and control of the CPUC, and that are identified above.
2. The CPUC will permit the CEC to review and copy the records identified above that are not open to public inspection ("confidential records"), upon the representation of an authorized representative of the CEC that the confidentiality of such records will be maintained and that they will not be made available for inspection by any other governmental agency, or by the public, except as provided for herein.
3. The CEC agrees that the confidential records identified above will be released only to persons authorized in writing by the person(s) in charge of the CEC to obtain the confidential records, and that the CEC will inform each of its employees, and any consultants or contractors who have access to the confidential records, that they are subject to the requirements of this confidentiality agreement. The CEC must have each such consultant or

contractor sign the attached “acknowledgment” form obligating the consultant or contractor to comply with this agreement. The CEC further agrees that it will require each such consultant or contractor to inform the consultant's or contractor's employees that they are subject to this Confidentiality Agreement, and to have each such employee with access to the confidential records sign the attached acknowledgment form. Copies of the signed acknowledgment forms will be provided to the Commission upon request.

4. The CEC must take reasonable security precautions to keep confidential the records provided to the CEC pursuant to this agreement. The CEC must notify the CPUC immediately upon the discovery of any unauthorized use or disclosure of the confidential records or of any other breach of this agreement, and will cooperate in every reasonable way to help the CPUC prevent further unauthorized disclosure or use of the confidential records covered by this agreement.
5. The CPUC reserves its authority under Section 583 of the California Public Utilities Code and General Order 66-C to consider and determine whether the records identified above should be made available for public inspection. The CEC agrees that its Executive Director will not exercise his authority under California Code of Regulations, title 20, section 2507(e), and will not release any confidential records or other documents designated as confidential in Advice 2261-E unless explicitly authorized by the CPUC.
6. If the CEC determines for any reason that it is required, or that it would be desirable, to disclose or make available the contents of the confidential records identified above to other governmental agencies or to the public, the CEC agrees not to do so without first notifying the CPUC of its intent and the reason for the requested disclosure. The CEC further agrees that such notice will be given no less than 20 days prior to the planned disclosure in order that the CPUC or the Law and Motion ALJ, as the case may be, can give adequate consideration, in accordance with Section 583 of the Public Utilities Code and the CPUC's General Order 66-C, to the issue of whether it is in the public interest to make such records available to other governmental agencies or to the public. The CEC agrees to abide by the determination of the CPUC or the applicable ALJ on this issue, but may appeal such determination pursuant to the CPUC's Rules of Practice and Procedure.
7. With respect to the use of data by the CEC contained in the confidential records subject to this agreement (Confidential Data), it will be a rebuttable presumption that (i) any study that incorporates, describes or otherwise employs such Confidential Data in a manner that could reveal all or part of the confidential data, or (ii) any model that relies upon such Confidential Data for algorithms or other computation(s) critical to the functioning of the model, will also be considered a confidential record subject to Section 583 of the Public Utilities Code, the Commission's General Order 66-C, and this agreement. However, models that merely use Confidential Data as inputs will not themselves be considered Confidential Data. It will also be a rebuttable presumption that where the inputs to studies or models include Confidential Data, or where the outputs of such studies or models reveal the inputs or can be processed to reveal the Confidential Data, such inputs and/or outputs will be considered Confidential Data subject to this agreement, unless such inputs and/or outputs have been redacted or aggregated to the satisfaction of the party producing the Confidential Data. Any disputes concerning the appropriate scope of redaction or aggregation that the CEC and the party producing the Confidential Data cannot resolve will be presented for resolution to the Law and Motion ALJ.

8. This agreement will continue in effect unless or until either of the undersigned parties determines that the agreement should be terminated. Unless otherwise provided for by the written agreement of both the CEC and the CPUC, unilateral termination of this agreement will be effected no sooner than 30 days from the date that either party provides notice, in writing, of its intent to terminate this agreement. All obligations created by this agreement during its term will survive termination of the agreement.
9. This agreement cannot be modified except by a written agreement dated subsequent to the date of this agreement and signed by authorized representatives of both parties. None of the provisions of this agreement will be deemed to have been waived by any act or acquiescence on the part of any party, its agents, or employees, but only by an instrument in writing signed by an authorized representative of the party. No waiver of any provisions of this agreement will constitute a waiver of any other provisions(s) or of the same provision on another occasion.
10. If any provision of this agreement is held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions will remain in full force and effect.

Name _____

Position _____ General Counsel

Date _____ Date _____

**EXHIBIT A TO INTERAGENCY INFORMATION REQUEST AND
CONFIDENTIALITY AGREEMENT**

**ACKNOWLEDGEMENT AND ACCEPTANCE OF THE REQUIREMENTS OF
THE CONFIDENTIALITY AGREEMENT BETWEEN THE CALIFORNIA STATE ENERGY
RESOURCES CONSERVATION AND DEVELOPMENT
COMMISSION (CEC) AND THE CALIFORNIA PUBLIC UTILITIES
COMMISSION FOR CEC CONSULTANTS AND CONTRACTORS**

The Undersigned acknowledges that he/she/it has received copies of the Interagency Information Request and Confidentiality Agreement Between the California Public Utilities Commission (CPUC) and the California Energy Resources Conservation and Development Commission (CEC) dated _____ (Interagency Confidentiality Agreement), Public Utilities Code Section 583 and CPUC General Order 66-C. The undersigned acknowledges that he/she/it will be subject to the requirements of the Interagency Confidentiality Agreement, and agrees to be bound by the requirements set forth therein.

Signed: _____

Name _____

Title: _____

Organization: _____

Dated: _____