

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



FILED

01-10-11
04:59 PM

Application of Pacific Gas and Electric
Company for Approval of Three Power
Purchase Agreements With Existing
Qualifying Facilities and Associated Cost
Recovery.

U 39 E

Application No. 10-10-004

**OPENING BRIEF OF
PACIFIC GAS AND ELECTRIC COMPANY (U 39 E)
FOR APPROVAL OF THREE POWER PURCHASE AGREEMENTS
WITH EXISTING QUALIFYING FACILITIES**

CHARLES R. MIDDLEKAUFF
EVELYN C. LEE

Pacific Gas and Electric Company
77 Beale Street, B30A
San Francisco, CA 94105
Telephone: (415) 973-6971
Facsimile: (415) 973-5520
E-Mail: CRMd@pge.com

Attorneys for
PACIFIC GAS AND ELECTRIC COMPANY

January 10, 2011

TABLE OF CONTENTS

	Page
I. INTRODUCTION	1
II. BACKGROUND AND DESCRIPTION OF PPAS	4
A. Description of the Facilities and Existing QF Contracts	4
B. History Of The PPA Negotiations	4
C. Descriptions Of The Proposed PPAs	5
III. ISSUE #1 -- THE PPAS ARE JUST AND REASONABLE AND SHOULD BE APPROVED BY THE COMMISSION.....	7
A. The PPAs Will Reduce Customer Costs By Providing Better Market Value.....	7
B. The PPAs Provide Operational Benefits.....	7
C. The PPAs May Result In Reduced GHG Emissions	9
D. The PPAs Comply With The Commission’s EPS Requirements	10
E. The PPAs Are Consistent With The QF/CHP Settlement And Count Toward PG&E’s MW And GHG Emission Reduction Targets	10
F. Procurement Under The PPAs Maintains Current QF Capacity	11
IV. ISSUE #2 -- PG&E’S COST RECOVERY AND ALLOCATION PROPOSAL IS CONSISTENT WITH D.10-12-035	11
V. CONCLUSION AND REQUESTED RELIEF	12

TABLE OF AUTHORITIES

Page(s)

CALIFORNIA PUBLIC UTILITIES COMMISSION DECISIONS

D.06-07-029	11
D.07-01-039	10
D.07-09-040	1, 4, 8
D.07-12-052	passim
D.08-09-012	11
D.08-09-045	11

STATUTES

FEDERAL

16 U.S.C. § 824a-3, <i>et seq.</i> (“PURPA”)	3, 6, 11
--	----------

CALIFORNIA

Pub. Util. Code § 8341	5, 10
Pub. Util. Code § 8340	5
Assem. Bill No. 32 (2005-2006 Reg. Sess.)	2, 9
Sen. Bill No. 1368 (2005-2006 Reg. Sess.)	10

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

Application of Pacific Gas and Electric Company for Approval of Three Power Purchase Agreements With Existing Qualifying Facilities and Associated Cost Recovery.

Application No. 10-10-004

U 39 E

**OPENING BRIEF OF
PACIFIC GAS AND ELECTRIC COMPANY (U 39 E)
FOR APPROVAL OF THREE POWER PURCHASE AGREEMENTS
WITH EXISTING QUALIFYING FACILITIES**

I. INTRODUCTION

In this proceeding, Pacific Gas and Electric Company (“PG&E”) requests Commission approval of three nine-year Power Purchase Agreements (“PPAs”) between PG&E and three existing Qualifying Facilities (“QFs”) – Double C Limited (“Double C Cogen”), High Sierra Limited (“Sierra Cogen”), and Kern Front Limited (“Kern Cogen”) (collectively “QFs” or “Sellers”).¹ The Sellers operate cogeneration facilities located in Kern County under existing QF contracts with PG&E, some of which have been extended under D.07-09-040. The existing QF contracts are “must-take” obligations that require PG&E to accept energy from these facilities with no scheduling rights and limited curtailment provisions. The new PPAs proposed in this proceeding effectively allow PG&E to make scheduling decisions for the facilities so that they can be operated in a least-cost dispatch manner.

The PPAs provide a number of benefits. First, the PPAs will result in reduced costs. Under the existing QF contracts, PG&E cannot decide when to schedule the facilities, but must

¹ In PG&E’s Application, it mistakenly identified the Sellers as Double C-2 Cogen, LLC, Sierra Cogen, LLC, and Kern County Cogen, LLC. These are the corporate names of the parties to the existing QF contracts. However, for the proposed PPAs, the Sellers have changed the corporate names and entities. The corporate names identified in the introduction to this opening brief are the names that appear as counter-parties on the respective PPAs.

instead pay for all energy delivered, in addition to paying firm fixed capacity payments. Under the PPAs, PG&E will still be required to make energy and capacity payments, but because it can schedule the facilities based on least-cost dispatch, it will be able to make economic decisions as to when the facilities operate. PG&E estimates that over the nine-year term of the PPAs, customers will benefit from a market valuation for the PPAs that is approximately \$12 million better than the market valuation of other available contractual alternatives that the Sellers could pursue.

Second, PG&E will be able to more effectively schedule the facilities to meet operational needs. Under the existing QF contracts, PG&E does not have scheduling rights and thus the facilities may be operating at times when the energy is not needed. The proposed PPAs include clear scheduling rights so that PG&E can more effectively operate the facilities to meet system needs. This may also help to integrate intermittent renewable resources by providing PG&E with the ability to schedule the facilities when needed.

Third, because PG&E will have scheduling rights over the facilities, when the California Air Resources Board (“CARB”) fully implements Assembly Bill (“AB”) 32 to reduce greenhouse gas (“GHG”) emissions, PG&E will be able to take GHG emissions into consideration when making scheduling decisions.

Fourth, the PPAs are consistent with the QF/CHP Settlement Agreement that was recently approved by the Commission in D.10-12-035. Under the QF/CHP Settlement, existing QFs can convert to “Utility Prescheduled Facilities,” that are essentially generation facilities that can be scheduled by the utility.² The megawatts (“MW”) associated with new Utility

² See QF/CHP Settlement, Term Sheet § 4.8. A Utility Prescheduled Facility is defined as an existing Combined Heat and Power (“CHP”) facility that has changed operations to convert to a utility scheduled dispatchable generation facility. *Id.*, § 17 (defining “Utility Prescheduled Facility”).

Prescheduled Facility PPAs count towards the MW and GHG Emissions Reduction Targets specified in the QF/CHP Settlement.³

Fifth, the PPAs are consistent with Commission policy regarding maintaining existing QF capacity.

Finally, the cost recovery and cost and benefit allocation proposed by PG&E in this Application is fully consistent with the Commission's recent decision approving the QF/CHP Settlement.

PG&E respectfully requests that the Commission approve the PPAs without modification. The PPAs will become effective when they are approved by the Commission and the QF/CHP Settlement becomes effective. PG&E further requests that the net capacity costs and Resource Adequacy ("RA") benefits associated with the PPA be allocated consistent with Section 13.1.2.2 of the recently approved QF/CHP Settlement, and that the bundled customer portion of the costs associated with the PPAs be recovered through its Energy Resource Revenue Account ("ERRA"). Finally, PG&E requests that the Commission determine that: (1) the MWs associated with the PPAs will count toward PG&E's MW Target in the QF/CHP Settlement; and (2) the GHG emissions reductions associated with the PPAs (as determined under the terms of the QF/CHP Settlement) count toward the GHG Emissions Reduction Targets in the QF/CHP Settlement.

The PPAs at issue in this Application allow for the continued operation of three existing QFs under commercially reasonable terms and conditions. The PPAs will lower costs and allow PG&E to efficiently and cost-effectively schedule these existing facilities. Given the benefits of these transactions, which are essentially undisputed by any party, the Commission should approve this Application expeditiously and without modification to the PPAs. In its opening

³ *Id.*, § 4.8.1.2 and § 7.3.1.3.

brief, PG&E will provide background and description concerning the PPAs, and then address each of the issues raised in the Assigned Commissioner's Scoping Memo and Ruling ("Scoping Memo") issued on December 3, 2010 in this proceeding.

II. BACKGROUND AND DESCRIPTION OF PPAS.

A. Description of the Facilities and Existing QF Contracts

The Double C Cogen facility is a 48 MW cogeneration facility located in Kern County, near Bakersfield, California. The facility commenced operation on March 14, 1989. The Seller currently sells energy and 47 MW of firm capacity to PG&E under a Standard Offer No. 2 ("SO2") firm capacity contract that expired May 9, 2010, but was extended pursuant to D.07-09-040.⁴ The existing, extended PPA will expire on May 9, 2011.

The Sierra Cogen facility is a 48 MW cogeneration facility located in Kern County, near Bakersfield, California. The facility commenced operation on February 24, 1989. The Seller currently sells energy and 47 MW of firm capacity to PG&E under an SO2 firm capacity contract that expired March 26, 2010, but was extended pursuant to D.07-09-040. The existing, extended PPA will expire on March 26, 2011.

The Kern Cogen facility is a 48 MW cogeneration facility located in Kern County, near Bakersfield, California. The facility commenced operation on January 7, 1989. The Seller currently sells energy and 47 MW of firm capacity to PG&E under an SO2 firm capacity contract that expires May 27, 2014.

B. History Of The PPA Negotiations

The Kern Cogen project was initially offered in response to PG&E's 2008 Long Term Request for Offers ("LTRFO"). Kern Cogen offered to convert its existing must-take QF contract into a utility-scheduled PPA. PG&E evaluated this offer against the alternatives of

⁴ D.07-09-040 at p. 126.

maintaining the existing QF contract or entering into a new QF contract with the pricing adopted by the Commission for new QF contracts. PG&E deferred consideration of the Kern Cogen offer pending the outcome of the QF settlement negotiations. In the interim, in addition to Kern Cogen, the Sellers offered to convert the must-take obligations in the existing QF contracts for Double C Cogen and Sierra Cogen into utility-scheduled PPAs. The Double C and Sierra Cogen facilities are similar to the Kern Cogen facility in size, configuration and operations. PG&E reviewed the Kern Cogen offer and the subsequent Double C and Sierra Cogen offers with its Procurement Review Group (“PRG”) on August 1, 2008, September 19, 2008, October 8, 2008, October 17, 2008, March 13, 2009, and April 17, 2009.⁵

C. Descriptions Of The Proposed PPAs

The proposed PPAs for the three facilities are similar, except for facility specific information included in each of the PPAs. Thus, this portion of PG&E’s opening brief generally describes the PPAs.⁶

The PPAs are similar to PG&E’s tolling agreements with other generators for existing, conventional generation facilities and the form of the PPAs is similar to the standard tolling agreement used by PG&E in its 2008 LTRFO. Under the PPAs, PG&E provides the fuel for the facilities and decides when the facilities should be scheduled, based on availability schedules provided by the Sellers. The PPAs also limit scheduling so that the facilities are not operated as baseload facilities under Public Utilities Code sections 8340-8341. PG&E receives all of the energy from the facilities when they are scheduled, as well as the Resource Adequacy (“RA”)

⁵ Some of the PRG meetings only involved review of the Kern Cogen PPA while other PRG meetings involved review of all three PPAs.

⁶ A detailed description of the PPAs is included in Paragraphs 2-21 of the Declaration of Richard Miram (“Miram Declaration”) attached as Appendix A (confidential) to PG&E’s Application. The PPAs are attached to the Application as Appendix B (Double C Cogen), Appendix C (Sierra Cogen) and Appendix D (Kern Cogen).

value associated with the facilities. PG&E acts as the California Independent System Operator (“CAISO”) Scheduling Coordinator (“SC”) for the facilities.

The PPAs include a number of provisions that are not included in the existing QF contracts. For example, under the PPAs, the Sellers will be required to comply with NERC and WECC requirements, as well as CAISO metering requirements. The Sellers will also be required to comply with CAISO scheduled maintenance outage requirements, and are subject to certain scheduled maintenance restrictions. PG&E is permitted to conduct annual capacity tests to ensure that the facilities can operate and provide capacity as required under the PPAs. If a facility does not pass its test, its capacity and corresponding contract payments can be adjusted. The PPAs also include default and termination provisions, collateral requirements, limitations on liability, insurance provisions, record and audit requirements, and dispute resolution provisions – all of which are typical for current power purchase agreements.

The Sellers have agreed to certain guaranteed capacity availability for the summer months, as well as a lower guaranteed capacity availability for non-summer months. Availability is determined based on a formula in the PPAs and impacts the payments received by the Sellers. The Sellers are paid monthly fixed payments, as well as variable energy and operations and maintenance payments when the facilities are scheduled by PG&E. The PPAs also address governmental charges and GHG compliance costs.

The term of the PPAs is nine years and commences after the following conditions precedent have been satisfied: (1) Commission approval of the PPAs; (2) Commission approval of the QF/CHP Settlement, filed concurrently with this Application; and (3) approval by the Federal Energy Regulatory Commission (“FERC”) of the joint utilities’ application for a waiver of the utilities’ Public Utility Regulatory Policies Act of 1978 (“PURPA”) obligations, as

specified in the QF/CHP Settlement.⁷ To the extent the PPAs become effective before the existing QF contracts (as extended) expire, the PPAs will replace the existing QF contracts.

III. ISSUE #1 -- THE PPAS ARE JUST AND REASONABLE AND SHOULD BE APPROVED BY THE COMMISSION.

This section of PG&E's opening brief addresses the issues identified in Issue #1 in the Scoping Memo.⁸

A. The PPAs Will Reduce Customer Costs By Providing Better Market Value.

To determine the customer benefits of the PPAs, PG&E compared the market value of the PPAs to the market value of what the Sellers could receive under the QF/CHP Settlement Agreement. Based on this analysis, which is described in more detail in the Miram Declaration, the market valuation of the three PPAs is approximately \$12 million better than the market value of what the Sellers would likely have received under the QF/CHP Settlement Agreement.⁹ The added flexibility associated with the PPAs produces a better market value because PG&E has the ability to schedule the facilities.

B. The PPAs Provide Operational Benefits.

The existing QF contracts present a number of operational challenges. First, as explained above, PG&E is required to take energy from the existing QF facilities even during periods when the energy is not needed. In fact, PG&E may need to curtail or back down other more economic or environmentally-beneficial resources during minimum load periods because it is required to accept energy under the existing QF contracts. The PPAs allow PG&E to decide when to schedule the facilities so that PG&E can schedule the energy for periods when it is needed.

⁷ See e.g., Application, Appendix B, § 11.1 (conditions precedent included in Double C Cogen PPA)

⁸ See Scoping Memo at pp. 2-3.

⁹ See Miram Declaration, ¶¶ 22-23.

Second, the facilities may not operate when needed. To meet system needs, PG&E may need the facilities to operate during certain periods, but it cannot require the facilities to do so. The proposed PPAs give PG&E full scheduling rights so that PG&E can schedule the facilities when needed to meet demand.

Third, the existing QF contracts do not include Seller availability or forecasting requirements that are consistent with current CAISO scheduling and forecasting requirements. PG&E is left to schedule these facilities based on historic output and other information, which can lead to inaccurate schedules that could detrimentally impact reliability.

Under the proposed PPAs, PG&E will be able to schedule the Double C, Sierra and Kern Cogen facilities as needed and when it is economic to do so. In addition, the PPAs include provisions that require the Sellers to notify PG&E of available capacity, and changes in available capacity, so that PG&E is able to more accurately forecast and schedule the output of these facilities. Accurate scheduling and forecasting are important for the reliable operation of the CAISO-controlled transmission system. The PPAs also require the Sellers to comply with all applicable CAISO Tariff requirements, including interconnection, scheduling outages, and metering. The CAISO has stated a strong desire to have QF contracts updated to comply with CAISO Tariff and interconnection requirements.¹⁰

In Commission's recent decision approving the QF/CHP Settlement (*i.e.*, D.10-12-035), the Commission noted the benefits of converting an existing QF project to a utility-dispatchable facility. The Commission explained:

If an existing CHP facility converts to a dispatchable facility, it gives the IOU the ability to dispatch the resource when it is needed, rather than the facility providing baseload generation or operating based on a thermal host's needs. This is similar to the contracts the IOUs have with peaking

¹⁰ See D.07-09-040 at pp. 133-135 (describing CAISO regarding QF compliance with CAISO Tariff requirements).

and other existing conventional generation facilities. It should prevent any incentive to maintain a facility as a CHP resource, when a thermal need no longer exists, simply because of an overall CHP program target. Also, conversion to a dispatchable facility may ultimately result in GHG emission reductions. If an existing CHP facility operates as a baseload facility and is not efficient, its GHG emissions may be higher than a new conventional facility or other resource options. By giving the IOU the flexibility to dispatch a facility, the utility can optimize its GHG emissions reductions by choosing to operate facilities with the lowest total GHG emissions.¹¹

The PPAs at issue in this proceeding provide exactly the kind of benefits described by the Commission.

C. The PPAs May Result In Reduced GHG Emissions.

Currently, because Assembly Bill (“AB”) 32 has not yet been implemented, GHG emissions and compliance costs are not included in scheduling decisions. However, when AB 32 is implemented, or other federal GHG regulations are enacted, GHG emissions and related compliance costs will be one of the factors considered in least-cost dispatch. Under the existing QF contracts, PG&E does not have the ability to schedule the facilities to reduce GHG emissions. The PPAs allow PG&E to schedule the facilities in a way that may reduce GHG emissions by electing to schedule a resource that is more efficient than the QF facilities. PG&E can then make scheduling decisions that take into consideration GHG emissions. PG&E expects that these facilities will be scheduled only when the system heat rate is greater than the PPAs’ guaranteed heat rate, resulting in fewer hours of operation. This will reduce both the facility GHG emissions and overall system emissions, as the replacement electricity will be less GHG-intensive.¹² This is consistent with Commission policy encouraging the utilities to consider

¹¹ D.10-12-035 at pp. 45-46.

¹² See D.10-12-035, Finding of Fact 19 (converting an existing QF to a dispatchable unit may reduce GHG emissions).

GHG emissions and costs when making procurement and scheduling decisions, and the recent Commission decision approving the QF/CHP Settlement.¹³

D. The PPAs Comply With The Commission’s EPS Requirements

In 2006, the California legislature passed Senate Bill (“SB”) 1368, precluding utilities from signing long-term contracts for high GHG-emission generation.¹⁴ In January 2007, the Commission adopted the criteria to be used to establish conformance with SB 1368 for long-term commitments.¹⁵ The adopted Emissions Performance Standard (“EPS”) applies to: (1) contracts that are five years or greater in duration; and (2) generating facilities designed and intended to provide electricity at an annualized capacity factor of 60% or greater. If both of these criteria are satisfied, the carbon dioxide emissions rate must be 1,100 pounds per megawatt-hour.¹⁶ In this case, the PPAs are greater than five years in duration. However, the PPAs also provide that PG&E will not schedule the facilities such that the annualized capacity factor of the facilities would be equal to or greater than 60%. Thus, the EPS requirements do not apply.

E. The PPAs Are Consistent With The QF/CHP Settlement And Count Toward PG&E’s MW And GHG Emission Reduction Targets.

Under the QF/CHP Settlement, existing QFs with expiring contracts can be converted to Utility Prescheduled Facilities.¹⁷ That is exactly what is occurring here. The Sellers’ existing QF contracts are terminating and being replaced by PPAs that allow PG&E to schedule the

///

///

¹³ See e.g., D.07-12-052 at pp. 243-245 (describing consideration of GHG reduction in procurement decisions); D.10-12-035 at p. 46 (describing benefits of utility operation of facility to reduce GHG emissions).

¹⁴ See Pub. Util. Code § 8341.

¹⁵ See D.07-01-039.

¹⁶ *Id.* at p. 8.

¹⁷ QF/CHP Settlement, Term Sheet, § 4.8.

facilities as needed. The new PPAs with Utility Prescheduled Facilities count toward both the MW and GHG Emissions Reduction Targets specified in the QF/CHP Settlement.¹⁸

F. Procurement Under The PPAs Maintains Current QF Capacity.

In D.07-12-052, as modified by D.08-09-045, the Commission indicated a policy preference for the utilities, including PG&E, to maintain their current level of QF capacity, subject to the limitations of PURPA.¹⁹ The PPAs allow for the continued operation of three existing QF facilities that have provided reliable energy and capacity to PG&E since the 1980s. Thus, procurement under the PPAs satisfies the Commission’s policy preference for the utilities to maintain their current level of QF capacity.

IV. ISSUE #2 -- PG&E’S COST RECOVERY AND ALLOCATION PROPOSAL IS CONSISTENT WITH D.10-12-035.

In its decision approving the QF/CHP Settlement, the Commission determined that it had the statutory authority to require Electric Service Provider (“ESPs”), Community Choice Aggregator (“CCAs”) and departing load customers to bear a portion of the CHP resource costs incurred by the IOUs under the QF/CHP Settlement.²⁰ The Commission also determined that the utilities should procure “CHP resources on behalf of non-IOU LSEs [*i.e.*, load serving entities] and [allocated the] net capacity costs and associated benefits as described in Section 13.1.2.2 of the Term Sheet.”²¹ Section 13.1.2.2 of the QF/CHP Settlement Term Sheet provides:

If the CPUC determines that the IOUs should purchase CHP generation on behalf of DA and CCA customers, then the D.06-07-029 (and D.08-09-012 if necessary) shall be superseded to the extent necessary to authorize the IOUs to recover the net capacity costs associated with the CHP Program from all bundled service, DA and CCA customers and all Departing Load Customers except for CHP Departing Load Customers, on a non-bypassable

¹⁸ *Id.*, § 4.8.1.2 and § 7.3.1.3.

¹⁹ *See* D.07-12-052, Conclusion of Law 20, as modified by D.08-09-045.

²⁰ *Id.* at pp. 46-50.

²¹ D.10-12-035 at p. 56.

basis. The net capacity costs of the CHP Program shall be defined as the total costs paid by the IOU under the CHP Program less the value of the energy and any ancillary services supplied to the IOU under the CHP Program. No energy auction shall be required to value such energy and ancillary services. In exchange for paying a share of the net costs of the CHP Program, the LSEs serving DA and CCA customers will receive a pro-rata share of the RA credits procured via the CHP Program.

Because the PPAs at issue in this Application are being entered into pursuant to the terms of the QF/CHP Settlement, and satisfy the QF/CHP Settlement requirements for MW and GHG Emissions Reduction Targets, it is appropriate that the costs be allocated consistent with the QF/CHP Settlement and D.10-12-035. In particular, PG&E requests that the net capacity costs associated with the PPAs be proportionately allocated annually to all bundled, ESP, CCA and specified Departing Load Customers²² on a non-bypassable basis. In addition to the allocation of costs, PG&E will also allocate all RA benefits associated with the PPAs to ESPs, CCAs and departing load customers. Finally, for its bundled customers, PG&E requests that the costs associated with the PPAs be recovered through ERRA.

V. CONCLUSION AND REQUESTED RELIEF

PG&E respectfully requests that the Commission:

- (1) Approve the PPAs without modification as just and reasonable;
- (2) Determine the net capacity costs and resource adequacy benefits associated with the PPAs be allocated to all bundled, ESP, CCCA and Departing Load Customers under Section 13.1.2.2 of the QF/CHP Settlement, and that the bundled customer costs associated with the PPAs be recovered through ERRA;
- (3) Determine that the MWs associated with the PPAs will count toward PG&E's MW Target in the QF/CHP Settlement; and,

²² Departing Load Customers are defined in Section 17 of the QF/CHP Settlement Term Sheet as "CGDL, TMDL, and NMDL [customers] in PG&E's existing E-DCG, E-NMDL and E-TMDL tariff schedules".

(4) Determine that the GHG reductions associated with the PPAs (as determined under the terms of the QF/CHP Settlement) will count toward the GHG Emissions Reduction Targets in the QF/CHP Settlement.

Respectfully submitted,

CHARLES R. MIDDLEKAUFF
EVELYN C. LEE

By: _____/s/
CHARLES R. MIDDLEKAUFF

Pacific Gas and Electric Company
77 Beale Street, B30A
San Francisco, CA 94105
Telephone: (415) 973-6971
Facsimile: (415) 973-5520
E-Mail: CRMd@pge.com

Dated: January 10, 2011

THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA SERVICE LIST

Last Updated: January 5, 2011

CPUC DOCKET NO. A1010004

Total number of addressees: 16

CASE COORDINATION
PACIFIC GAS AND ELECTRIC COMPANY
77 BEALE ST., PO BOX 770000 MC B9A
SAN FRANCISCO CA 94105
Email: RegRelCPUCCases@pge.com
Status: INFORMATION

ANDREW L. HARRIS ENERGY
PACIFIC GAS & ELECTRIC COMPANY
PO BOX 770000 MAIL CODE B9A
SAN FRANCISCO CA 94177-0001
Email: ALHo@pge.com
Status: INFORMATION

CHARLES R. MIDDLEKAUFF ATTORNEY
PACIFIC GAS AND ELECTRIC COMPANY
77 BEALE ST, B30A
SAN FRANCISCO CA 94120
FOR: Pacific Gas and Electric Company
Email: CRMd@pge.com
Status: PARTY

Claire Eustace
CALIF PUBLIC UTILITIES COMMISSION
ELECTRICITY PLANNING & POLICY BRANCH
505 VAN NESS AVE RM 4104
SAN FRANCISCO CA 94102-3214
Email: cce@cpuc.ca.gov
Status: STATE-SERVICE

Hallie Yacknin
CALIF PUBLIC UTILITIES COMMISSION
DIVISION OF ADMINISTRATIVE LAW JUDGES
505 VAN NESS AVE RM 5005
SAN FRANCISCO CA 94102-3214
Email: hsy@cpuc.ca.gov
Status: STATE-SERVICE

MICHAEL DOZIER
CAL. INDEPENDENT SYSTEM OPERATOR CORP.
151 BLUE RAVINE ROAD
FOLSOM CA 95630
FOR: CAISO
Email: mdozier@caiso.com
Status: PARTY

CALIFORNIA ENERGY MARKETS
425 DIVISADERO ST. STE 303
SAN FRANCISCO CA 94117-2242
Email: cem@newsdata.com
Status: INFORMATION

REGULATORY FILE ROOM
PACIFIC GAS AND ELECTRIC COMPANY
PO BOX 7442
SAN FRANCISCO CA 94120
Email: CPUCCases@pge.com
Status: INFORMATION

TOM JARMAN
PACIFIC GAS AND ELECTRIC COMPANY
77 BEALE SATREET, RM. 909, MC B9A
SAN FRANCISCO CA 94105-1814
Email: taj8@pge.com
Status: INFORMATION

Michael Colvin
CALIF PUBLIC UTILITIES COMMISSION
POLICY & PLANNING DIVISION
505 VAN NESS AVE RM 5119
SAN FRANCISCO CA 94102-3214
Email: mc3@cpuc.ca.gov
Status: STATE-SERVICE

Lisa-Marie Salvacion
CALIF PUBLIC UTILITIES COMMISSION
LEGAL DIVISION
505 VAN NESS AVE RM 4107
SAN FRANCISCO CA 94102-3214
Email: lms@cpuc.ca.gov
Status: STATE-SERVICE

DANIEL W. DOUGLASS
DOUGLASS & LIDDELL
21700 OXNARD ST., STE. 1030
WOODLAND HILLS CA 91367
FOR: Alliance for Retail Energy Markets
Email: douglass@energyattorney.com
Status: PARTY

BETH VAUGHAN
CALIFORNIA COGENERATION COUNCIL
EMAIL ONLY
EMAIL ONLY CA 0
Email: beth@beth411.com
Status: INFORMATION

LEGAL & REGULATORY DEPARTMENT
CALIFORNIA INDEPENDENT SYSTEM OPERATOR
151 BLUE RAVINE ROAD
FOLSOM CA 95630
Email: e-recipient@caiso.com
Status: INFORMATION

THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA SERVICE LIST

Last Updated: January 5, 2011

CPUC DOCKET NO. A1010004

Total number of addressees: 16

MRW & ASSOCIATES, LLC
EMAIL ONLY
EMAIL ONLY CA 0
Email: mrw@mrwassoc.com
Status: INFORMATION

SUE MARA
RTO ADVISORS, LLC
164 SPRINGDALE WAY
REDWOOD CITY CA 94062
Email: sue.mara@rtoadvisors.com
Status: INFORMATION