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

Application of Pacific Gas And Electric
Company (U 39-E) for Approval of 2010-2011
SmartAC™ Program and Budget

Application No. 09-08-018

**JOINT MOTION OF PACIFIC GAS AND ELECTRIC COMPANY (U 39 E),
THE DIVISION OF RATEPAYER ADVOCATES, AND THE UTILITY
REFORM NETWORK FOR APPROVAL OF SETTLEMENT AGREEMENT**

PACIFIC GAS AND ELECTRIC COMPANY

LISE H. JORDAN

MICHAEL R. KLOTZ

Law Department

77 Beale Street, B30A

San Francisco, CA 94105

Telephone: (415) 973-7565

Facsimile: (415) 973-0516

E-mail: m1ke@pge.com

THE DIVISION OF RATEPAYER ADVOCATES

CALIFORNIA PUBLIC UTILITIES COMMISSION

LISA MARIE SALVACION

505 Van Ness Ave.

San Francisco, CA 94102

Telephone: (415) 703-2069

Facsimile: (415) 703-2262

E-Mail: lms@cpuc.ca.gov

THE UTILITY REFORM NETWORK

NINA SUETAKE

115 Sansome Street, 9th Floor

San Francisco, CA 94104

Telephone: (415) 929-8876, Ext. 308

Facsimile: (415) 929-1132

E-Mail: nsuetake@turn.org

Dated: September 17, 2010

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SmartAC™ Program and Budget

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(U 39 E)

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THE DIVISION OF RATEPAYER ADVOCATES, AND THE UTILITY
REFORM NETWORK FOR APPROVAL OF SETTLEMENT AGREEMENT**

I. INTRODUCTION AND SUMMARY OF RELIEF SOUGHT

Pursuant to Rule 12.1 of the California Public Utilities Commission’s Rules of Practice and Procedure, Pacific Gas and Electric Company (PG&E), the Division of Ratepayer Advocates (DRA) and the Utility Reform Network (TURN) (collectively referred to as “the Parties” or individually as a “Party”), submit for the Commission’s review and approval the attached “Settlement Agreement Between and Among Pacific Gas and Electric Company, the Division of Ratepayer Advocates and the Utility Reform Network (“Settlement Agreement”), attached as “Exhibit A” to this Motion.¹

The Settlement Agreement provides for a budget reduction and other program design modifications to the Commission-approved SmartAC™ program, which increase the cost effectiveness of the program and maximizes benefits to ratepayers. The Parties believe that this Settlement Agreement is in the public interest and represents a fair and equitable resolution of the issues in the proceeding and request that the Commission approve it without modification.

II. PROCEDURAL BACKGROUND

A. On April 6, 2007, PG&E filed Application No. 07-04-009 requesting approval of the 2008 – 2020 Air Conditioning (AC) Program (also referred to as SmartAC).

¹ Concurrently with this Motion, the Parties file their *Joint Motion Of Pacific Gas And Electric Company, The Division Of Ratepayer Advocates And The Utility Reform Network to Offer Written Testimony Into Evidence* as well as their *Joint Motion Of Pacific Gas And Electric Company, The Division Of Ratepayer Advocates And The Utility Reform Network to Seal the Evidentiary Record*.

B On December 18, 2007, PG&E, TURN and DRA entered into a Settlement Agreement and simultaneously filed a joint motion for approval of the Settlement Agreement. On February 14, 2008, the Commission issued Decision (D.) 08-02-009, authorizing PG&E's Application to implement its SmartAC Program, as modified, and approving the Settlement Agreement among the Parties that included a program budget of \$178.8 million for 2007 through June 1, 2011.

C. The Settlement Agreement required PG&E to file an updated Application in 2009 to 1) "address and update or request a change to the Budget;" 2) "address any refinements to the SmartAC Program;" 3) "request funding for the SmartAC Program for the period of June 1, 2011 through December 31, 2011," if PG&E so chooses; and 4) to report on a load impact study for program year 2008.

D. On August 28, 2009, PG&E filed Application No. 09-08-018 seeking approval of the 2010-2011 SmartAC Program and budget (Update Application). The Update Application proposed modifications to the program design to increase its cost effectiveness, requested funding through December 31, 2011, and proposed reducing the total program budget for 2007 through December 31, 2011, to \$123.48 million. PG&E concurrently served written testimony (public and confidential versions) supporting the Update Application.

E. On October 1, 2009, DRA protested PG&E's Update Application. PG&E replied to the protest on October 12, 2009.

F. On November 19, 2009, Administrative Law Judge Seaneen M. Wilson held a prehearing conference in this matter. At the prehearing conference, TURN appeared as a party in this proceeding.

G. No other parties have appeared in the proceeding.

H. On December 22, 2009, the Assigned Commissioner issued an Assigned Commissioner's Ruling and Scoping Memorandum which established a schedule for the proceeding and listed material disputed issues.

I. On February 8, 2010, TURN and DRA served written testimony (public and

confidential versions) proposing revisions to PG&E's proposed program design modifications and budget.

J. PG&E served written rebuttal testimony (public and confidential versions) on March 1, 2010.

K. A second prehearing conference was held in this proceeding on March 8, 2009, in which the Parties waived their right to request evidentiary hearings in the proceeding.

L. On March 12, 2010, the Assigned Commissioner issued an Amended Assigned Commissioner's Ruling and Scoping Memo, making a determination that there were no disputed issues of fact for which evidentiary hearings were necessary and revising the procedural schedule accordingly.

M. On March 30, 2010, pursuant to Rule 11.6 of the Commission's Rules of Practice and Procedure, ALJ Wilson sent an e-mail to the service list granting the Parties' joint request for temporary suspension of the briefing schedule in this matter to allow for continued settlement discussions.

N. A properly-noticed Settlement Conference was held in this proceeding on September 9, 2010, pursuant to Section 12.1 of this Commission's Rules.

O. On September 10, 2010, the Parties reached a settlement agreement of the Update Application.

P. On September 17, 2010 PG&E served written supplemental testimony of William H. Gavelis, which is updated to reflect terms of the settlement agreement.

III. ELEMENTS OF THE SETTLEMENT AGREEMENT

The purpose of the current Update Application is to provide an updated program budget, report on load impacts, and address recommended program modifications. The Parties agree in the Settlement Agreement that PG&E's Update Application and proposed modifications to the SmartAC budget and program design are reasonable, with certain modifications, the most significant of which are discussed below.

The Settlement Agreement includes a slightly reduced budget from that proposed in PG&E's

Update Application. In its Update Application, PG&E proposed an adjusted budget of \$123.4 million through December 31, 2011. The Parties have agreed that an adjusted budget of \$112.2 million through December 31, 2011 is reasonable. (Settlement Agreement, Section III A (1).)

The Parties have agreed that PG&E will be authorized to install up to 259,000 total load control devices through December 31, 2011. This represents a reduction of approximately 10,000 load control devices through December 31, 2011 from that proposed in the Update Application, in order to correspond with the agreed-upon, reduced adjusted budget. (Settlement Agreement, Section III B (1).)

In the Update Application, PG&E proposed certain activities for the purpose of integrating the SmartAC program with Home Area Network (HAN) devices. The Parties have agreed that PG&E will not replace the current mix of functioning pager-enabled devices with HAN-enabled devices until the end of their useful life unless there is demonstrated need to replace the devices and PG&E obtains prior Commission authorization to do so. (Settlement Agreement, Section III B (3).) The Parties have also agreed that PG&E will not undertake Information technology activities related to HAN integration as part of its 2007-2011 SmartAC program. (Settlement Agreement, Section III B (4).) However, as an exception to this limitation, the Parties have agreed that PG&E is authorized to conduct limited lab and scaled field placement tests of HAN-enabled AC load control devices. (Settlement Agreement, Section III B (5).)

The Parties agreed that PG&E will add a price responsive trigger at the bid cap (currently expected to be \$1,000/MWh) to dispatch this program, beginning in 2012. (Settlement Agreement, Section III C.)

Finally, to address certain errors that occurred with respect to Measurement and Evaluation (M&E) of the 2009 program year, the Parties agreed that PG&E will implement additional quality control procedures with respect to its M&E procedures and will report and pass through to customers the financial benefits of a resolution of this issue. (Settlement Agreement, Section III E.)

IV. THE SETTLEMENT MEETS THE RULE 12 CRITERIA FOR APPROVAL.

The Commission approves settlements it finds “reasonable in light of the whole record, consistent with law, and in the public interest.”^{2/} The Settlement Agreement the Parties propose meets these criteria.

First, the Settlement Agreement is reasonable in light of the whole record. The Commission has thoroughly reviewed the budget and program design of the SmartAC program in the original program application filing A.07-04-009. In D.08-02-009 the Commission approved the Parties’ settlement agreement, and authorized PG&E to implement the SmartAC program as modified. The purpose of the current Update Application is to provide an updated program budget, report on load impacts, and address recommended program modifications.

The proposed budget reductions and program modifications the Settlement Agreement resolves are based on thorough and extensive measurement and evaluation of the performance of the SmartAC program since its inception, which have been thoroughly discussed both in PG&E’s Update Application itself and in extensive written testimony by PG&E, DRA, and TURN. The Parties’ offer their written testimony into the record in this proceeding by joint motion of the Parties submitted concurrently herewith. PG&E also submits supplemental testimony on cost effectiveness to reflect the Settlement Agreement modifications. Thus the Commission can proceed now to adopt the PG&E’s proposed budget and program design modifications, as revised by the Settlement Agreement. It is a strong measure of the reasonableness of the settlement that after thorough review of PG&E’s Update Application, these Parties have now agreed to the proposed compromise, which reduced the total program budget from that authorized in D.08-02-009 and increases the cost effectiveness of the program, thereby maximizing program benefits to ratepayers.

Second, the Settlement Agreement is consistent with the Commission’s policies to encourage demand response programs to avoid the construction of additional gas-fired generation in California. The Settlement also furthers the priority of demand response resources in the California Energy

^{2/} Rule 12.1(d).

Action Plan II. The SmartAC Program will provide additional reliability to the California Independent System Operator to avoid or ameliorate a stage or local emergency.

Third, the Settlement Agreement provides for implementation of a price trigger for the SmartAC program and is consistent with the Commission's policy supporting integration of demand response programs with the CAISO's markets. The Settlement Agreement is also consistent with Commission Decision 10-06-034 in Phase III of Rulemaking 07-01-041, "*Decision Adopting Settlement Agreement On Phase 3 Issues Pertaining To Emergency Triggered Demand Response Programs*," which limits the amount of emergency or reliability-triggered demand response that counts toward resource adequacy and promotes transitioning customers onto price-based DR products that can bid into the MRTU. In support of this goal, the adopted settlement specifically exempts from the resource adequacy cap, programs such as SmartAC, which have a price trigger proposal pending before the Commission.

Fourth, approval of the Settlement Agreement is in the public interest. As the Commission has stated, to determine whether a settlement is in the public interest

...we consider individual elements of the settlement in order to determine whether the settlement generally balances the various interests at stake as well as to assure that each element is consistent with our policy objectives and the law.^{3/}

The Settlement Agreement reduces the program budget and proposes modifications to the program design of PG&E's SmartAC program, which the Commission has already reviewed and approved. The proposed budget reduction and program design modifications increase the cost effectiveness of the program and maximize the benefits to ratepayers of the Commission-approved SmartAC program.

V. CONCLUSION

For all the foregoing reasons, PG&E, DRA and TURN request expeditious issuance of an order that:

^{3/} D.96-01-011; 64 CPUC2d 241, 267, citing D.94-04-088.

EXHIBIT A

**BEFORE THE PUBLIC UTILITIES COMMISSION
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Application of Pacific Gas And Electric
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2011 SmartAC™ Program and Budget

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**SETTLEMENT AGREEMENT BETWEEN
AND AMONG PACIFIC GAS AND ELECTRIC
COMPANY, THE DIVISION OF RATEPAYER
ADVOCATES AND THE UTILITY REFORM
NETWORK**

PACIFIC GAS AND ELECTRIC COMPANY

LISE H. JORDAN
MICHAEL R. KLOTZ
Law Department
77 Beale Street, B30A
San Francisco, CA 94105
Telephone: (415) 973-7565
Facsimile: (415) 973-0516
E-mail: mlke@pge.com

**THE DIVISION OF RATEPAYER ADVOCATES
CALIFORNIA PUBLIC UTILITIES COMMISSION**
LISA MARIE SALVACION
505 Van Ness Ave.
San Francisco, CA 94102
Telephone: (415) 703-2069
Facsimile: (415) 703-2262
E-Mail: lms@cpuc.ca.gov

THE UTILITY REFORM NETWORK

NINA SUETAKE
115 Sansome Street, 9th Floor
San Francisco, CA 94104
Telephone: (415) 929-8876, Ext. 308
Facsimile: (415) 929-1132
E-Mail: nsuetake@turn.org

Dated: September 10, 2010

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AND AMONG PACIFIC GAS AND ELECTRIC
COMPANY, THE DIVISION OF RATEPAYER
ADVOCATES AND THE UTILITY REFORM
NETWORK**

I. INTRODUCTION

In accordance with Rule 12.1 of the California Public Utilities Commission's (Commission) Rules of Practice and Procedure, Pacific Gas and Electric Company (PG&E) the Division of Ratepayer Advocates (DRA) and The Utility Reform Network (TURN) (collectively referred to as "the Parties" or individually as a "Party"), hereby enter into this Settlement Agreement to resolve certain issues, as more fully described below, raised in PG&E's Application (A.09-08-018) for Approval of 2010-2011 SmartAC™ Program and Budget (Update Application).

PG&E's Update Application as modified by this Settlement Agreement provides for a budget reduction and other program design modifications to the Commission-approved SmartAC program, which increase the cost effectiveness of the program and maximize benefits to ratepayers. The Parties believe that this Settlement Agreement is in the public interest and represents a fair and equitable resolution of the issues in the proceeding and request that the Commission approve it without modification.

II. RECITALS

A. On April 6, 2007, PG&E filed Application No. 07-04-009 requesting approval of the 2008 – 2020 Air Conditioning (AC) Program (also referred to as SmartAC).

B. On December 18, 2007, PG&E, TURN and DRA entered into a Settlement Agreement and simultaneously filed a joint motion for approval of the Settlement Agreement. On February 14, 2008, the Commission issued Decision (D.) 08-02-009, authorizing PG&E's Application to implement its SmartAC Program, as modified, and approving the Settlement Agreement among the Parties that included a program budget of \$178.8 million for 2007 through June 1, 2011.

C. The Settlement Agreement required PG&E to file an updated Application in 2009 to 1) "address and update or request a change to the Budget;" 2) "address any refinements to the SmartAC Program;" 3) "request funding for the SmartAC Program for the period of June 1, 2011 through December 31, 2011," if PG&E so chooses; and 4) to report on a SmartAC load impact study for program year 2008.

D. On August 28, 2009, PG&E filed Application No. 09-08-018 seeking approval of the 2010-2011 SmartAC Program and budget (Update Application). The Update Application proposed modifications to the program design to increase its cost effectiveness, requested funding through December 31, 2011, and proposed reducing the total program budget for 2007 through December 31, 2011, to \$123.48 million. PG&E concurrently served written testimony (both public and confidential versions) supporting the Update Application.

E. On October 1, 2009, DRA protested PG&E's Update Application. PG&E replied to the protest on October 12, 2009.

F. On November 19, 2009, Administrative Law Judge Seaneen M. Wilson held a prehearing conference in this matter. At the prehearing conference, TURN appeared as a party

in this proceeding.

G. No other parties have appeared in the proceeding.

H. On December 22, 2009, the Assigned Commissioner issued an Assigned Commissioner's Ruling and Scoping Memorandum which established a schedule for the proceeding and listed material disputed issues.

I. On February 8, 2010, TURN and DRA each served written testimony (both public and confidential versions) proposing revisions to PG&E's proposed program design modifications and budget.

J. PG&E served written rebuttal testimony (both public and confidential versions) on March 1, 2010.

K. A second prehearing conference was held in this proceeding on March 8, 2009, in which the Parties waived their right to request evidentiary hearings in the proceeding.

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M. On March 30, 2010, pursuant to Rule 11.6 of the Commission's Rules of Practice and Procedure, ALJ Wilson sent an e-mail to the service list granting the Parties' joint request for temporary suspension of the briefing schedule in this matter to allow for continued settlement discussions.

III. SETTLEMENT AGREEMENT

As a compromise among their respective litigation positions, and subject to the recitals and reservations set forth in this Settlement Agreement, the Parties find reasonable PG&E's proposed modifications to the SmartAC program, as described in PG&E's Update Application

and supporting testimony, with the following modifications:

A. SmartAC Program Budget

1. The Parties agree that a total SmartAC budget (Budget) for the period of 2007 – December 31, 2011 of \$112.2 million is reasonable.¹ This represents an \$11.2 million reduction from the Budget proposed by PG&E in its Update Application and a \$66.6 million reduction from that originally authorized in D.08-02-009. The budget for 2010-2011 is \$52,988,709. The budget is based on the following categories and estimates of PG&E’s SmartAC program expenses:

SmartAC Budget Program Budget				
Cost Category	2007- 2008	2009	2010-2011	Total Program
Purchase, Install & Maintain AC Load Control Devices	\$ 27,335,589	\$ 11,276,629	\$ 19,960,502	\$ 58,572,720
PG&E Administrative				
IT/Systems	\$ 145,261	\$ 86,011	\$ 5,040,154	\$ 5,271,426
Labor	\$ 1,913,785	\$ 445,460	\$ 2,050,032	\$ 4,409,277
Total				
Administrative	\$ 2,059,046	\$ 531,471	\$ 7,090,186	\$ 9,680,703
Marketing & Incentives	\$ 9,992,151	\$ 6,155,373	\$ 23,354,665	\$ 39,502,189
Measurement & Evaluation	\$ 817,246	\$ 1,539,876	\$ 2,431,773	\$ 4,788,895
Contingency Allowance	\$ 1,752,851	\$ 1,752,851	\$ 151,584	\$ 3,657,286
Total Program Costs	\$ 41,956,883	\$ 21,256,200	\$ 52,988,709	\$ 116,201,793
Less:				
Costs Recovered through DREBA	\$ (3,983,324)			\$ (3,983,324)
Program Costs	\$ 37,973,559			\$ 112,218,454
Total Installed Devices	113,172	40,433	105,171	258,776

¹ The total program costs of \$112.2 million are associated with the full-scale AC cycling program that began in 2007 and excludes the costs associated with the initial air conditioning pilot program approved in Resolution E-4061 that totaled approximately \$4 million. The costs associated with the pilot program were recovered through the Demand Response Expense Balancing Account (DREBA).

2. With the exception of Measurement & Evaluation (M&E) costs and contingency funds, PG&E will have budget flexibility for all budget categories, including PG&E Administrative (IT); PG&E Administrative (Labor); Marketing and Incentives; Purchase, Install & Maintain AC Load Control Devices. With the exception of M&E and contingency funds, PG&E is permitted to shift up to 15% of the 2010-2011 authorized budget from any budget category without prior Commission authorization. PG&E will not shift funds into any one budget category in an amount exceeding 15% of the 2010-2011 authorized budget for that category without prior Commission authorization. PG&E will seek Commission approval through an advice letter filing prior to shifting funds (1) from any budget category in excess of 15% of the 2010-2011 budget for that category and (2) to any budget category in excess of 15% of the 2010-2011 authorized budget for that category. PG&E can request budget flexibility for M&E costs and contingency funds through an advice letter filing.

3. This Settlement Agreement addresses the Budget and SmartAC Program design through December 31, 2011.

4. PG&E may seek additional SmartAC funding and request authorization for proposed SmartAC program modifications in the 2012-2014 Demand Response Portfolio Application, or other application if appropriate. If the Demand Response Portfolio Application is filed for a period to begin later than January 1, 2012, to align the SmartAC program budget cycle with that of PG&E's DR portfolio budget cycle, PG&E may file an application for bridge funding to ensure no disruption of the program and request authorization for proposed SmartAC program modifications.

5. The Budget includes a cost contingency allowance of \$3,657,286, which is

approximately 3% of the 2007-2011 total SmartAC Program budget proposed in the Update Application less M&E and contingency allowance budget amounts. As stated in Section III.A.2. above, contingency funds shall not be subject to fundshifting. PG&E agrees to notify TURN and DRA of any expenditure of contingency funds.

6. The estimated expenditures for IT/Administration support are greater for program years 2010 and 2011 than program years 2007-2009. Support for IT activities was included in the original SmartAC program budget. The majority of PG&E's IT initiatives will occur in the 2010-2011 timeframe, which accounts for the comparatively low level of IT spending for program years 2007-2009. The 2010-2011 IT funding will support PG&E's development of an in-house SmartAC enrollment system and will be available to support conducting limited lab and scaled field placement tests of HAN-enabled AC load control devices as permitted by Section III.B.5.

7 DRA and TURN agree that PG&E is entitled to recover all SmartAC Program expenditures incurred by PG&E that are consistent with this Settlement Agreement without an after-the-fact reasonableness review by the Commission. DRA and TURN will not engage in or otherwise advocate for such an after-the-fact review of such SmartAC program expenditures, which PG&E incurs consistent with this Settlement Agreement.

B. Load Control Device Installation, Integration and AC Program Size

1. PG&E is authorized to install up to 259,000 total load control devices by December 31, 2011, of which approximately 229,000 operational and participating devices will provide an estimated 211 MW of load reduction assuming 1-in-10 weather year conditions.²

2. PG&E will maintain the current device mix of approximately 20 percent

² Under-1-in-2 weather year conditions the program is expected to provide approximately 161 MW of load reduction.

programmable controllable thermostats (PCTs) and 80 percent AC switches.

3. PG&E will not replace the current mix of functioning pager-enabled devices with Home Area Network (HAN)-enabled devices until the end of their useful life unless there is demonstrated need to replace the devices. PG&E will obtain Commission authorization prior to replacing the current mix of functioning pager-enabled devices with HAN-enabled devices. PG&E will consult with DRA and TURN prior to seeking such authorization from the Commission.

4. Subject to the exception listed in Section III.B.5, PG&E will not undertake information technology activities related to HAN integration as part of its 2007-2011 SmartAC program.

5. PG&E is authorized to conduct limited lab and scaled field placement tests of HAN-enabled AC load control devices as part of its 2007-2011 SmartAC program.

6. The Parties acknowledge that actual number of controllable and operational AC direct load control devices may vary from the estimated 229,000 to reach an estimated 211 MW of load reduction assuming 1-in-10 weather year conditions, depending on varying customer enrollment rates, customer drop out rates, device failure rates, customer relocation rates, and event opt-out rates. The Budget is based on the assumptions that the SmartAC Program will experience a 0.9% customer drop out rate, a 4.3% customer relocation rate, a 3% event opt-out rate, and a switch/PCT device ratio of approximately 80/20.

7. The Budget assumes that small and medium business customer enrollment will not exceed 5% of the total SmartAC program enrollment. In the event that small and medium business customer enrollment will exceed 5% of the total Smart AC program enrollment, PG&E shall notify DRA and TURN.

C. Integration With The California Independent System Operator (CAISO) Operations

1. As described in PG&E's Update Application, PG&E will add a price responsive trigger at the bid cap (currently expected to be \$1,000/MWh) to dispatch this program beginning in 2012.

2. The Parties acknowledge that the CAISO has formalized its Day-Ahead procedures to trigger Day-Of programs, such as SmartAC, if the next day appears to be a near emergency condition.

D. Potential Program Design Modifications

PG&E shall continue to review the SmartAC program design to determine whether design changes are warranted during the next funding cycle beginning in 2012. PG&E may propose any such modifications in an application as described in Section III.A.4 above.

E. Measurement and Evaluation

1. PG&E has completed load impact studies for program years 2008 and 2009, which have been made publicly available. PG&E will complete load impact studies for program years 2010 and 2011, as required by D.08-04-050.

2. As discussed in PG&E's SmartAC 2009 Annual Report, PG&E's head end software supplier experienced an instance of human error in the process of configuring the subset of M&E sample group participants for summer of 2009. This error was not discovered until after the control season when data from the load research end-use recorders were downloaded for analysis. As a result, there are air conditioning load data for M&E sample participants, but these data do not reflect load control event response activity. In its February 8, 2010, testimony, TURN argued that it was appropriate to assess a penalty against PG&E as a result of this error. In its March 1, 2010, rebuttal testimony, PG&E disagreed that a penalty was warranted.

3. PG&E is committed to working with its consultants to ensure implementation of additional quality control procedures and to reach an appropriate financial resolution of this matter. Through the appropriate balancing account, PG&E will credit to customers all amounts received and/or pass through to customers the financial benefits of reduced program costs resulting from the resolution. No incremental costs were incurred as a result of this matter.

4. PG&E will inform the Parties of the resolution in one of PG&E's subsequent demand response compliance reports that will include a discussion of the amounts credited to customers and specify the balancing accounts to which the amounts will be credited and/or identify the reductions to the program budget. PG&E will also include a discussion of the additional quality control procedures implemented in order to prevent a reoccurrence of this event. Subject to Section III.E.6 below, PG&E, TURN and DRA acknowledge that PG&E will provide this discussion in its report for informational purposes only and do not intend for the terms of the resolution to be subject to a subsequent review and/or approval process.

5. PG&E, TURN and DRA intend for PG&E's commitment to reach a resolution and to report the results as described herein to constitute a full and final resolution of this issue.

6. TURN withdraws its penalty claim against PG&E. Only in the event that PG&E does not obtain a financial resolution as described in this section, TURN or DRA may reassert the penalty claim in PG&E's next Demand Response Portfolio Application funding cycle, which is currently anticipated for 2012-2014, or subsequent proceeding.

F. Cost Recovery

1. PG&E will continue to record its program expenses and authorized budget in the Air Conditioning Expense Balancing Account (ACEBA) and recover its associated revenue requirement in the Demand Response Revenue Balancing Account (DRRBA), which will be adjusted annually in the Annual Electric True Up advice letter filing.

2. The Settlement Agreement adopted by D. 08-02-009 authorized a total SmartAC program budget for 2007-2011 totaling approximately \$178.8 million. The SmartAC program budget for 2007-2011 included in this Settlement Agreement totals approximately \$112.2 million, which represents a total budget decrease of approximately \$66.6 million.

3. Of the \$178.82 million authorized in D.08-02-009 for the 2007-2011 SmartAC program, PG&E has already included approximately \$148.69 million in rates through 2010. Beginning January 1, 2011, through the Annual Electric True-Up Advice Letter filing, PG&E will return to customers the difference between what has been already included in rates (\$148.69 million) and the total budget included in this Settlement Agreement (\$112.22 million), which is approximately \$36.47 million.

4. After all authorized program costs have been recorded in the ACEBA for this program cycle (ending December 31, 2011), including any program costs committed and expected to be incurred or paid after 2011, PG&E will return to customers any remaining unspent program funds through its Annual Electric True-Up Advice filing.

G. Customer Financial Incentives

Through its Update Application and discussions surrounding this Settlement Agreement, PG&E has consulted with TURN and DRA regarding the need to raise financial incentives for

customer enrollment in the SmartAC program. As proposed in its Update Application, PG&E will begin testing enrollment incentives up to \$50 for residential customers and \$100 for small and medium business customers.

H. Reporting requirement

PG&E will provide to the Energy Division and the Parties annual reports on the SmartAC Program for program years 2010 and 2011. These reports will be submitted no more than six weeks after the annual Ex Ante Load Impact Evaluation Report, which are due April 1 of each year. This allows PG&E to reflect the most current M&E load impact study results in its report. The information from the Ex Ante Load Impact Evaluation Report also provides the basis for changes improving the program's performance. The Report shall address the SmartAC program's performance, potential design modifications, enrollment, and current budget estimates.

I. SmartAC Program Electric Rate Schedules

1. The Parties jointly request the Commission to approve the changes to Schedule E-RSAC and Schedule E-CSAC, PG&E's electric rate schedules for the SmartAC Program, to add clarifying language similar to that approved by the Commission for the Base Interruptible Program rate schedule (E-BIP), as described in the SmartAC Update Application. The proposed revisions to the tariffs are attached here to as Exhibits A and B.

2. PG&E will seek Commission approval by advice letter, of future revisions to the Schedule E-RSAC and Schedule E-CSAC rate schedules regarding implementation of a price trigger as described in the Update Application and in this Settlement Agreement.

3. PG&E reserves the right to request by advice letter any revision to these schedules, provided that said revisions are not inconsistent with this Settlement Agreement.

J. Commission Approval

This Settlement Agreement shall become effective on the mailing date of a final Commission decision approving the terms of this Settlement Agreement without modifications unacceptable to any Party.

K. General Terms and Conditions.

1. The Settlement Agreement is intended to be a resolution among the Parties of all issues raised in A.09-08-018.

2. The Parties agree to support the Settlement Agreement and perform diligently, and in good faith, all actions required or implied hereunder to obtain Commission approval of the Settlement Agreement, including without limitation, the preparation of written pleadings. No Party will contest in this proceeding, or in any other forum or in any manner before this Commission, this Settlement Agreement.

3. The Parties understand that time is of the essence in obtaining the Commission's approval of this Settlement Agreement and that each will extend its best efforts to ensure that the Commission issues a final decision approving the Settlement Agreement.

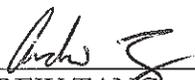
4. The Parties agree by executing and submitting this Settlement Agreement that the relief requested herein is just, fair and reasonable, and in the public interest.

5. The Settlement Agreement is not intended by the Parties to be precedent regarding any principle or issue. The Parties have assented to the terms of this Settlement Agreement only for the purpose of arriving at the compromise embodied in this Settlement. Each Party expressly reserves its right to advocate, in current and future proceedings, positions, principles, assumptions, and arguments which may be different than those underlying this Settlement Agreement and each Party declares that this Settlement Agreement should not be considered as precedent for or against it.

6. This Settlement Agreement embodies compromises of the Parties' positions. No individual term of this Settlement Agreement is assented to by any Party, except in consideration of the other Parties' assent to all other terms. Thus the Settlement Agreement is indivisible and each part is interdependent on each and all other parts. Any Party may withdraw from this Settlement Agreement if the Commission modifies, deletes from, or adds to the disposition of the matters stipulated herein. The Parties agree, however, to negotiate in good faith with regard to any Commission-ordered changes in order to restore the balance of benefits and burdens, and to exercise the right to withdraw only if such negotiations are unsuccessful.

7. The terms and conditions of the Settlement Agreement may only be modified in writing subscribed to by the Parties and approved by a Commission order.

DATED: September 10 2010.

By: 
ANDREW TANG
Senior Director, IDSM Products
Pacific Gas and Electric Company

By: _____
NINA SUETAKE
for:
The Utility Reform Network

By: _____
JOE COMO
Acting Director and Chief Legal
Counsel
Division of Ratepayer Advocates

6. This Settlement Agreement embodies compromises of the Parties' positions. No individual term of this Settlement Agreement is assented to by any Party, except in consideration of the other Parties' assent to all other terms. Thus the Settlement Agreement is indivisible and each part is interdependent on each and all other parts. Any Party may withdraw from this Settlement Agreement if the Commission modifies, deletes from, or adds to the disposition of the matters stipulated herein. The Parties agree, however, to negotiate in good faith with regard to any Commission-ordered changes in order to restore the balance of benefits and burdens, and to exercise the right to withdraw only if such negotiations are unsuccessful.

7. The terms and conditions of the Settlement Agreement may only be modified in writing subscribed to by the Parties and approved by a Commission order.

DATED: September 15 2010.

By: _____
ANDREW TANG
Senior Director, IDSM Products
Pacific Gas and Electric Company

By:  _____
NINA SUETAKE
for:
The Utility Reform Network

By: _____
JOE COMO
Acting Director and Chief Legal Counsel
Division of Ratepayer Advocates

6. This Settlement Agreement embodies compromises of the Parties' positions. No individual term of this Settlement Agreement is assented to by any Party, except in consideration of the other Parties' assent to all other terms. Thus the Settlement Agreement is indivisible and each part is interdependent on each and all other parts. Any Party may withdraw from this Settlement Agreement if the Commission modifies, deletes from, or adds to the disposition of the matters stipulated herein. The Parties agree, however, to negotiate in good faith with regard to any Commission-ordered changes in order to restore the balance of benefits and burdens, and to exercise the right to withdraw only if such negotiations are unsuccessful.

7. The terms and conditions of the Settlement Agreement may only be modified in writing subscribed to by the Parties and approved by a Commission order.

DATED: September ____ 2010.

By: _____
 ANDREW TANG
 Senior Director, IDSM Products
 Pacific Gas and Electric Company

By: _____
 NINA SUETAKE
 for:
 The Utility Reform Network

By: Joseph P. Como / Perhite
 JOSEPH P. COMO
 Acting Director
 Division of Ratepayer Advocates

EXHIBIT A



ELECTRIC SCHEDULE E-RSAC
RESIDENTIAL SMART A/C PROGRAM

Sheet 1

APPLICABILITY: This schedule provides customers with an option to supplement the service provided under the customer's otherwise applicable electric rate schedule. Schedule E-RSAC – Residential Smart A/C Program (Program) is a voluntary demand response program where PG&E installs a device at a customer's premise that can temporarily disengage the customer's air-conditioning (A/C) unit or raise the temperature at the thermostat when the device is remotely activated by PG&E. The Program is intended to be a service option for individually metered residential customers with single stage central electric A/C units that generally operate during PG&E's summer peak periods.

PURPOSE: PG&E will activate the devices in order to reduce its system demand when 1) the California Independent System Operator (CAISO) requests PG&E to operate all or part of the customers on the Program when it has publicly issued a Warning notice and has determined that a Stage 1 emergency is imminent consistent with operating procedures E-508B, 2) during emergency or near-emergency situations, or 3) during limited program testing. The operation of this program will act as a demand-side resource to PG&E to help maintain service reliability for all electric customers, defer construction of additional generation facilities, and reduce environmental pollutants. This program will be limited to 100 hours per year. (T)
 (T)
 (T)
 (T)

TERRITORY: This schedule applies throughout PG&E's electric service territory.

ELIGIBILITY: This schedule applies to residential electric customers who are otherwise being served on one of the following PG&E rate schedules:

Non-Time-Of-Use (TOU) Rate Schedules: E1, EL-1, E-8, EL-8, EM, EML, ES, ESL, ESR, ESRL, ET, and ETL

TOU Rate Schedules: E-6, E-7, E-A7, EL-7, EL-A7, and E-9

Customers may not participate in the Program if any of the following conditions apply: (1) A/C unit is not compatible with PG&E's device or is located in an area where there is inadequate signal strength to reliably and remotely operate it; (2) A/C equipment is in an unacceptable operating condition in PG&E's sole discretion; (3) A/C system is not a central electric unit, such as window air conditioners or evaporative coolers; (4) A/C unit is generally not used during PG&E's system peak time periods; (5) A/C unit installation does not meet electrical code; (6) Installation of the device would pose a safety risk for the installer of the equipment; (7) Any premise occupant has a medical condition that would prohibit their participation; or (8) Customer does not authorize PG&E to install a device.

(Continued)

Advice Letter No:
 Decision No.

Issued by
Brian K. Cherry
 Vice President
 Regulatory Relations

Date Filed _____
 Effective _____
 Resolution No. _____



ELECTRIC SCHEDULE E-RSAC
RESIDENTIAL SMART A/C PROGRAM

Sheet 2

RATES: A customer's monthly electric bill will continue to be calculated in accordance with the otherwise applicable rate schedule.

DEVICE OPTIONS: Customers may elect that PG&E install, free of charge, one of the following two devices at their premise, subject to availability and the Program's device subscription limits:

1. **A/C Cycling Switch:** The A/C Cycling switch will generally be installed outdoors, on or adjacent to the customer's A/C unit. When activated by PG&E, the switch will turn off or cycle the A/C unit for approximately 50% of the time over each subsequent 30 minute interval. This is called a "cycle." Program events will be limited to no more than six hours each day. An A/C unit can be cycled no more than 100 hours each year.
2. **Programmable Controllable Thermostat (PCT):** A PCT is a thermostat that can be programmed and operated or activated remotely by a signal. When the program is called, PG&E will activate the device one of two ways: (1) the thermostat temperature will be incrementally increased up to four degrees or, (2) the device will cycle the A/C unit for approximately 50% of the time over each 30 minute interval, similar to the switch, until the event is complete. Program events will be limited to no more than six hours each day. A PCT can be activated no more than 100 hours each year.

PG&E understands that there may be times that a temperature increase, however modest, may inconvenience customers. PG&E will provide its customers with a toll free telephone number and/or a dedicated website to override, without penalty, PG&E's control of their device for a program event absent rotating block outages.

DEVICE CALL OPTION: Customers on the SmartRate Program may request PG&E to activate their A/C Cycling switch or PCT when the customer is participating solely in a SmartDay event.

- SPECIAL CONDITIONS:**
1. Devices may be activated by PG&E based on system peak loading conditions, or transmission or distribution system loading conditions. PG&E may on a limited basis conduct operational tests on a segment of customer devices.
 2. Program events will occur during PG&E's summer season, which runs from May 1 through October 31 each year.
 3. Customers must remain on the Program for 12 months.
 4. PG&E will furnish, install, operate, and maintain an A/C Cycling switch or PCT at no cost to the customer for as long as the customer remains on this Program. Ownership of the installed devices will vest with the property owner. As a condition of participating in this Program, customer and property owner must agree to not deface, remove or otherwise interfere with the device or its operation while the customer is enrolled in this Program.
 5. PG&E will install specialized metering on a small sample of participants' A/C units to facilitate program impact estimates. PG&E will retain ownership of the specialized meters.
 6. Customer participation is limited to equipment and installation availability.

(Continued)



ELECTRIC SCHEDULE E-RSAC
RESIDENTIAL SMART A/C PROGRAM

Sheet 3

SPECIAL
CONDITIONS:
(Cont'd.)

- 7. Program participation must be authorized by a property owner at the premise. Renters or lease holders may participate with the owner's written approval.
- 8. Customers with multiple air conditioning units at one premise must have all units controlled in order to participate in this program.
- 9. The ability to override device may not be available in the event of an extreme emergency, such as a rotating block outage.

CUSTOMER
INCENTIVE:

Following program enrollment and installation of an A/C Cycling switch or PCT, customers will receive a one-time financial incentive of up to \$50.00, depending on fund availability and PG&E's program marketing in effect at the time of installation.

Advice Letter No:
Decision No.

Issued by
Brian K. Cherry
Vice President
Regulatory Relations

Date Filed _____
Effective _____
Resolution No. _____

EXHIBIT B



ELECTRIC SCHEDULE E-CSAC
COMMERCIAL SMART A/C PROGRAM

Sheet 1

APPLICABILITY: This schedule provides customers with an option to supplement the electric service provided under the customer's otherwise applicable rate schedule. Schedule E-CSAC – Commercial Smart A/C Program (Program) is a voluntary demand response program where PG&E installs a device at a customer's premise that can temporarily disengage the customer's air-conditioning (A/C) unit or raise the temperature at the thermostat when the device is remotely activated by PG&E. The Program is intended to be a service option for individually metered small commercial customers and master metered customers and their tenants with single stage central electric A/C units that generally operate during PG&E's summer peak periods.

PURPOSE: PG&E may activate the devices in order to reduce its system demand when 1) the California Independent System Operator (CAISO) requests PG&E to operate all or part of the customers on the Program when it has publicly issued a Warning notice and has determined that a Stage 1 emergency is imminent consistent with operating procedure E-508B, 2) during emergency or near-emergency situations, or 3) for limited program testing. The operation of this program will act as a demand side resource to PG&E to help maintain service reliability for all electric customers, defer construction of additional generation facilities, and reduce environmental pollutants. This program will be limited to 100 hours per year. (T)
 (T)
 (T)
 (T)
 (T)

TERRITORY: This schedule applies throughout PG&E's electric service area.

ELIGIBILITY: This schedule applies to small electric commercial customers who are being served on one of the following PG&E rate schedules or would be billed under one of the following rate schedules if service was taken directly from PG&E.

Non-Time-Of-Use (TOU) Rate Schedules: A-1 and A-10

TOU Rate Schedules: A-6 and E-19V

Customers may not participate in the Program if any of the following conditions apply: (1) A/C unit is not compatible with PG&E's device or is located in an area where there is inadequate signal strength to reliably and remotely operate it; (2) A/C equipment is in an unacceptable operating condition in PG&E's sole discretion; (3) A/C system is not a central electric unit, such as window air conditioners or evaporative coolers; (4) A/C unit is generally not used during PG&E's system peak time periods; (5) A/C unit installation does not meet electrical code; (6) Installation of the device would pose a safety risk for the installer of the equipment; (7) Any premise occupant has a medical condition that would prohibit their participation; (8) Customer's electrical demand exceeds 200 kW; or (9) Customer does not authorize PG&E to install a device.

(Continued)

Advice Letter No:
 Decision No.

Issued by
Brian K. Cherry
 Vice President
 Regulatory Relations

Date Filed _____
 Effective _____
 Resolution No. _____



ELECTRIC SCHEDULE E-CSAC
COMMERCIAL SMART A/C PROGRAM

Sheet 2

RATES: A customer's monthly electric bill will continue to be calculated in accordance with the otherwise applicable rate schedule.

DEVICE OPTIONS: Customers may elect that PG&E install, free of charge, one of the following two devices at their premise, subject to availability and Program device subscription limits:

1. **A/C Cycling Switch:** The A/C Cycling switch will generally be installed outdoors, on or adjacent to the customer's A/C unit. When activated by PG&E, the switch will turn off or cycle the A/C unit up for approximately 33% of the time over each subsequent 30 minute interval. This is called a "cycle." Program events will be limited to no more than six hours each day. An A/C unit can be cycled no more than 100 hours each year.
2. **Programmable Controllable Thermostat (PCT):** A PCT is a thermostat that can be programmed and operated or activated remotely by a signal. When the program is called, PG&E will activate the device one of two ways: (1) the thermostat temperature will be incrementally increased up to four degrees or, (2) the device will cycle the A/C unit for approximately 33% of the time over each 30 minute interval, similar to the switch, until the event is complete. Program events will be limited to no more than six hours each day. A PCT can be activated no more than 100 hours each year.

PG&E understands that there may be times that a temperature increase, however modest, may inconvenience customers. PG&E will provide its customers with a toll free telephone number and/or a dedicated website to override, without penalty, PG&E's control of their device for a program event absent rotating block outages.

DEVICE CALL OPTION: Customers on the SmartRate Program may request PG&E to activate their A/C Cycling switch or PCT when the customer is participating solely in a SmartDay event.

- SPECIAL CONDITIONS:**
1. Devices may be activated by PG&E based on system peak loading conditions, or transmission or distribution system loading conditions. PG&E may on a limited basis conduct operational tests on a segment of customer devices.
 2. Program events will occur during PG&E's summer season, which runs from May 1 through October 31 each year.
 3. Customers must remain on the Program for 12 months.
 4. PG&E will furnish, install, operate, and maintain an A/C Cycling switch or PCT at no cost to the customer for as long as the customer remains on this Program. Ownership of the installed devices will vest with the property owner. As a condition of participating in this Program, customer and property owner must agree to not deface, remove or otherwise interfere with the device or its operation while the customer is enrolled in this Program.
 5. PG&E will install specialized metering on a small sample of participants' A/C units to facilitate program impact estimates. PG&E will retain ownership of the specialized meters.
 6. Customer participation is limited to equipment and installation availability.

(Continued)

Advice Letter No:
 Decision No.

Issued by
Brian K. Cherry
 Vice President
 Regulatory Relations

Date Filed _____
 Effective _____
 Resolution No. _____



ELECTRIC SCHEDULE E-CSAC
COMMERCIAL SMART A/C PROGRAM

Sheet 3

**SPECIAL
CONDITIONS:**
(Cont'd.)

- 7. Program participation must be authorized by a property owner at the premise. Renters or lease holders may participate with the owner's written approval.
- 8. Customers with multiple air conditioning units at one premise must have all units controlled in order to participate in this program.
- 9. The ability to override device may not be available in the event of an extreme emergency, such as a rotating block outage.

**CUSTOMER
INCENTIVE:**

Following program enrollment and installation of an A/C Cycling switch or PCT, customers will receive a one-time financial incentive of up to \$100.00, depending on fund availability and PG&E's program marketing in effect at the time of installation.

Advice Letter No:
Decision No.

Issued by
Brian K. Cherry
Vice President
Regulatory Relations

Date Filed _____
Effective _____
Resolution No. _____

CERTIFICATE OF SERVICE BY ELECTRONIC MAIL

I, the undersigned, state that I am a citizen of the United States and am employed in the City and County of San Francisco; that I am over the age of eighteen (18) years and not a party to the within cause; and that my business address is 77 Beale Street, San Francisco, California 94105.

I am readily familiar with the business practice of Pacific Gas and Electric Company for collection and processing of correspondence for mailing with the United States Postal Service. In the ordinary course of business, correspondence is deposited with the United States Postal Service the same day it is submitted for mailing.

On September 17, 2010, I served a true copy of:

**JOINT MOTION OF PACIFIC GAS AND ELECTRIC COMPANY (U 39 E),
THE DIVISION OF RATEPAYER ADVOCATES, AND THE UTILITY
REFORM NETWORK FOR APPROVAL OF SETTLEMENT AGREEMENT**

[XX] By Electronic Mail – serving the enclosed via e-mail transmission to each of the parties listed on the official service list for **A.09.08.018** with an email address.

[XX] By U.S. Mail – by placing the enclosed for collection and mailing, in the course of ordinary business practice, with other correspondence of Pacific Gas and Electric Company, enclosed in a sealed envelope, with postage fully prepaid, addressed to those parties listed on the official service list for **A.09.08.018** without an e-mail address.

I certify and declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed in San Francisco, California on September 17, 2010.

/s/
ANNABEL STRIPLIN

THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA SERVICE LIST

Last Updated: August 17, 2010

CPUC DOCKET NO. A0908018

Total number of addressees: 17

CASE ADMINISTRATION
PACIFIC GAS & ELECTRIC COMPANY
PO BOX 770000; MC B9A
SAN FRANCISCO CA 94177
FOR: Pacific Gas & Electric Company
Email: regrelcpuccases@pge.com
Status: INFORMATION

MARY A. GANDESBERY ATTORNEY
PACIFIC GAS AND ELECTRIC COMPANY
PO BOX 7442, 77 BEALE B30A
SAN FRANCISCO CA 94105
FOR: Pacific Gas & Electric Company
Email: MAGq@pge.com
Status: INFORMATION

ANTHEA LEE REGULATORY CASE COORDINATOR
PACIFIC GAS AND ELECTRIC COMPANY
77 BEALE ST, MC B9A, RM 904
SAN FRANCISCO CA 94105
FOR: Pacific Gas & Electric Company
Email: AGL9@pge.com
Status: INFORMATION

JOSEPHINE WU
PACIFIC GAS AND ELECTRIC COMPANY
77 BEALE ST, MC B9A
SAN FRANCISCO CA 94105
FOR: Pacific Gas & Electric Company
Email: jwwd@pge.com
Status: INFORMATION

Dorris Lam
CALIF PUBLIC UTILITIES COMMISSION
ENERGY DIVISION
505 VAN NESS AVE AREA 4-A
SAN FRANCISCO CA 94102-3214
Email: dni@cpuc.ca.gov
Status: STATE-SERVICE

Sean Wilson
CALIF PUBLIC UTILITIES COMMISSION
DIVISION OF ADMINISTRATIVE LAW JUDGES
505 VAN NESS AVE RM 5022
SAN FRANCISCO CA 94102-3214
Email: smw@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
FOR: DRA
Email: lms@cpuc.ca.gov
Status: PARTY

LUCY FUKUI
PACIFIC GAS AND ELECTRIC COMPANY
MAIL CODE B9A
77 BEALE ST.
SAN FRANCISCO CA 94105
FOR: Pacific Gas & Electric Company
Email: lgk2@pge.com
Status: INFORMATION

LISE H. JORDAN, ESQ.
PACIFIC GAS AND ELECTRIC COMPANY
77 BEALE ST, B30A
SAN FRANCISCO CA 94105
FOR: Pacific Gas & Electric Company
Email: lhj2@pge.com
Status: INFORMATION

FILE ROOM
PACIFIC GAS AND ELECTRIC COMPANY
77 BEALE ST, B30A
SAN FRANCISCO CA 94101
FOR: Pacific Gas & Electric Company
Email: cpuccases@pge.com
Status: INFORMATION

MICHAEL R. KLOTZ
PACIFIC GAS AND ELECTRIC COMPANY
77 BEALE ST, MS B30A, RM 3105B
SAN FRANCISCO CA 94120
FOR: Pacific Gas & Electric Company
Email: M1ke@pge.com
Status: PARTY

Karl Meeusen
CALIF PUBLIC UTILITIES COMMISSION
ENERGY DIVISION
505 VAN NESS AVE AREA 4-A
SAN FRANCISCO CA 94102-3214
Email: kkm@cpuc.ca.gov
Status: STATE-SERVICE

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

CENTRAL FILES (CP31E)
SAN DIEGO GAS AND ELECTRIC CO.
8330 CENTURY PARK COURT
SAN DIEGO CA 92123
Email: CentralFiles@SempraUtilities.com
Status: INFORMATION

THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA SERVICE LIST

Last Updated: August 17, 2010

CPUC DOCKET NO. A0908018

Total number of addressees: 17

CASE ADMINISTRATION
SOUTHERN CALIFORNIA EDISON COMPANY
2244 WALNUT GROVE AVE, PO BOX 800
ROSEMEAD CA 91770
Email: case.admin@sce.com
Status: INFORMATION

JANET COMBS
SOUTHERN CALIFORNIA EDISON
2244 WALNUT GROVE AVE
ROSEMEAD CA 91770
FOR: SOUTHERN CALIFORNIA EDISON
Email: janet.combs@sce.com
Status: INFORMATION

NINA SUETAKE
THE UTILITY REFORM NETWORK
115 SANSOME ST, STE 900
SAN FRANCISCO CA 94104
FOR: TURN
Email: nsuetake@turn.org
Status: PARTY

**THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA
EMAIL SERVICE LIST**

Last Updated: August 17, 2010

CPUC DOCKET NO. A0908018

regrelcpuccases@pge.com;lgk2@pge.com;MAGq@pge.com;lhj2@pge.com;AGL9@pge.com;cpuccases@pge.com;jwwd@pge.com;M1ke@pge.com;dnl@cpuc.ca.gov;kkm@cpuc.ca.gov;smw@cpuc.ca.gov;cem@newsdata.com;lms@cpuc.ca.gov;CentralFiles@SempraUtilities.com;case.admin@sce.com;janet.combs@sce.com;nsuetake@turn.org;