Pacific Gas & Electric Company

Response to Jeanne Clinton's 2/25/2011 Data Request

1) The number of encumbered contracts for which payments are expected during the period July 1, 2011- June 30, 2012

Response:

PG&E	Contract Types	Quantity	Expected Payments (FY 2011 - 2012)
	Third Party Programs	29	\$ 18,721,707
	Partnerships (LGP & SW Institutions)	16	\$ 2,159,777
	Core: Small Medium Business (a)	40	\$ 339,699
	Core: Residential (a)	6	\$ 2,591,801
	Core Customized (a)	138	\$ 12,546,519
	Residential New Construction (a)	223	\$ 995,840
	Products Contracts	41	\$ 879,224
	EM&V IOU only	25	\$ 80,285
	PG&E Total		\$ 38,314,852
ED			
	ME&O (Statewide, managed by SCE)	4	\$ 1,814,973
	EM&V – ED Staff & Contracts (b)		\$ 2,338,125
	PG&E Total with ED Commitments		\$ 42,467,950

Notes:

(a) Includes estimated customer rebate/incentive commitments PG&E would need to pay out at the time of program shut-down based on commitments made prior to program close.

(b) The EM&V – ED Staff & Contracts amounts are the annualized natural gas budget shares PG&E is obligated to pay to contracts issued by ED from the \$125 million authorized EM&V statewide budget.

2) The <u>estimated value of payments</u> (i.e., encumbrances) expected to be made on those encumbered contracts during that time?

Response: Please see response to Question 1 above.

3) Whether utilities have <u>access to any other funds</u> that could be used instead of gas PPP funds to make some/all of these payment obligations?

Response: Since these funds would be spent for gas-saving programs, there are no other gas funds on hand or currently authorized by the CPUC to use to pay for these contractual obligations should gas PPP funds not be available. The CPUC could explore the possibility of authorizing other funds for this purpose.

4) What portion of the contracts (and obligated payment amounts indicated in #2) could be terminated without violating terms of the contracts (i.e. if there are regulatory out, subject to funds availability, etc. type clauses)?

Response: Although PG&E has not had time to review all the contracts in question, PG&E believes that most, if not all, contracts have provisions to terminate based on several criteria including regulatory constraints and funding availability. PG&E is unaware of the terms of the CPUC Energy Division's contracts with its EM&V consultants.

5) What would be the <u>net value of impaired or otherwise obligated payments</u> that would have to be made from gas PPP funds during the 2011-12 fiscal year?

Response: Please see response to Question 1 above.