

California Pacific Electric Company, LLC 933 Eloise Avenue South Lake Tahoe, CA 96150 Tel: 800-782-2506

Fax: 905-465-4514

VIA EMAIL AND HAND-DELIVERY

June 2, 2011

Revision to Advice Letter 5-E (U 933-E)

Public Utilities Commission of the State of California Attn: Energy Division, 4th Floor 505 Van Ness Avenue San Francisco, CA 94102-3298

Subject: Substitute Sheets – CalPeco Advice Letter 5-E

In accordance with Section 7.5.1 of General Order 96-B and at the request of the Energy Division, California Pacific Electric Company, LLC (U 933-E) ("CalPeco")¹ hereby submits substitute tariff sheets 473 – 475; 478 – 479; 481; and 483-485 as Attachment 1 to incorporate certain minor revisions as requested by Energy Division. These revised tariff sheets were originally submitted as part of CalPeco Advice Letter 5-E, a **Tier 2** advice letter, on April 12, 2011 with an effective date of May 12, 2011. These revisions consist of:

- 1) Clarifying that the Net Energy Metering Application only applies to facilities less than 30 kW:
- 2) Ensuring consistent use of the term "Net Energy Metering" throughout the tariff sheets instead of "Net Metering";
- 3) Revising the term "Facility Information" in the Net Energy Metering Application to "Facility Owner Information";
- 4) Adding the missing word "facility" after "generating" within the second option under "Description of Service" in the Net Energy Metering Application;
- 5) Clarifying that Attachment A of the Net Energy Metering Agreement refers to the "Provisions of Interconnection Agreement"; and
- 6) Revising from Section 2827(b)(<u>2</u>) to Section 2827(b)(<u>4</u>) within Section 12.2 (Term and Termination Agreement) of the Provisions of Interconnection Agreement.

In accordance with General Order 96-B, Section 4.3, a copy of this advice letter is being sent electronically and via U.S. mail to parties shown on the attached list.

¹ CalPeco also does business in California as "Liberty Energy - California Pacific Electric Company."

DWT 17224900v1 0089731-000012

Substitute Sheets - Advice Letter 5-E June 2, 2011 Page 2

If additional information is required, please contact Peter Eichler, Manager, Financial Planning & Analysis (Peter.Eichler@Liberty-Energy.com).

Sincerely,

Peter Eichler

Manager, Financial Planning & Analysis

Attachments

cc: CalPeco Advice Letter Service List
Service Lists for R.10-05-005, A.08-08-004, A.09-10-028, A.10-04-032
Joe Como, Division of Ratepayer Advocates
Mark Pocta, Division of Ratepayer Advocates
Tamera Godfrey, Division of Ratepayer Advocates
Dao Phan, Division of Ratepayer Advocates
Werner Blumer, Energy Division

Attachment 1

2nd	Revis	ed

CPUC Sheet No. 473 CPUC Sheet No. 473

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Canceling 1st Revised

Liberty Energy

California Pacific Electric Company

Net Energy Metering Application For Generating Facility Having a Capacity of Less Than 30kW

This application applies for the connection of renewable energy systems located on a

Facility Owner Information:		Date
> Contact person:		
➤ Company Name		
➤ Address:	City:	Zip:
> Phone Number:		
> Email Address:		
➤ Account Number from bill:		
Applicant Information:		
> Contact person:		AMARIA BARBARA
> Company Name		
> Address:	City	Zip:
➤ Phone Number		
> Email Address:		
Contractor/Installer Information:		
➤ Contact person:		
> Company Name		
> Address:		
➤ Phone Number:		
➤ Email Address:		
Yes No This contracto contact and is authorized by Custom act on behalf of Customer with respe	er to receive confidential Cu	stomer information and

	Issued by			
Advice Letter No. <u>5-E</u>	Bob Dodds	Date Filed	April 12, 2011	_ (T)
	Name			
Decision No.	President and CEO	Effective	May 12, 2011	(T)
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Descriptio	n of Generating	ı Facility						
No. ****	Inverter Manufacturer	Inverter Model Number	Inverter Rating (kW)	Quantity of Inverters	Inverter output voltage	Single or Three phase		(N)
Photovolt	a ic						1	
No.	PV Panel Manufacturer	PV Panel Model	PV Panel Rating (kW)	Quantity of PV Panel	Total Capacity (kW)	Inverter Number from above ****		
Wind								
No.	Wind Turbine Manufacturer	Wind Turbine Model	Wind Turbine Rating (kW)	Quantity of Wind Turbines	Total Capacity (kW)	Inverter Number from above ****		
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		Net Energ	2 of 3 y Metering A	pplication	•	Fo	orm No. 11-0200	
Advice Letter No. 5-	Æ	E	Issued by	6	Date Filed	d April ¹	12, 2011	(T)
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INTERCONNECTION AND NET ENERGY METERING AGREEMENT FOR RESIDENTIAL CUSTOMERS OR SMALL COMMERCIAL CUSTOMERS OF A SOLAR, WIND OR HYBRID OF BOTH GENERATING FACILITY HAVING A **CAPACITY OF LESS THAN 30 KW**

DECLARATIONS

This "Interconnection and Net Energy Metering Agreement for Residential Customers or Small Commercial Customers Interconnecting a Solar, Wind or Hybrid of Both Generating Facility having a capacity of less than 30 kW ("Agreement"), is entered into by and between the Customer-Generator ("CG") and Liberty Energy -- California Pacific Electric Company, LLC ("CalPeco"), sometimes referred to herein jointly as "Parties" or individually as "Party," consistent with, and in order to effectuate, the provisions of Sections 2827 and 2827.7 of the California Public Utilities Code and Tariff Schedule "Net Energy Metering" ("NEM"). This Agreement applies to the CG's "Solar, Wind or Hybrid of Both Generating Facility" ("Facility") identified below with the specified characteristics, and does not allow interconnection or operation of facilities different than those described. Accordingly, the Parties agree as follows:

1. APPLICABILITY

This Agreement is applicable only to CGs who qualify as Residential Customers or Small Commercial Customers installing a Facility of less than 30 kW capacity that is located on the CG's premises and is intended to be used primarily to offset the CG's electric use at the premises.

2. **IDENTITY AND LOCATION OF GC's FACILITY**

This Agreement is applicable only to a Facility at the location below. Facility may not be relocated or connected to CalPeco's system at any other location without CalPeco's express written permission.

Customer Meter Number:	(Assigned by CalPeco)
Customer Account Number:	(Assigned by CalPeco)
Facility Location:	
Address:	
City/State/Zip:	
	Form No. 11-0300

	Issued by			
Advice Letter No. <u>5-E</u>	Bob Dodds	Date Filed	April 12, 2011	(T)
	Name		_	
Decision No	President and CEO	Effective	May 12, 2011	(T)
<u> </u>	Title			

Resolution No.

Metering requirements and billing procedures shall be governed by CG's Otherwise Applicable Rate Schedule and the provisions of Schedule NEM. By signing this Agreement CG understands it will be billed and will be required to pay in each billing period for the monthly non-energy charges (i.e., non-per kWh charges) due under CG's otherwise-applicable tariff rate schedule. However, CG may (at its option) pay any amount for energy charges (including distribution, transmission, etc.) each billing period, with the understanding that any and all payments will be reconciled annually as set forth herein and as provided in Schedule NEM. The CG's charges will be totaled including: (1) the non-energy charges, and (2) the charge for any net-energy consumption as defined in Schedule NEM. The CG's total payments for the twelve (12) months or other Relevant Period as provided in Schedule NEM, will then be subtracted from Form No. 11-0300

Advice Letter No. <u>5-E</u>	Issued by Bob Dodds	Date Filed _	April 12, 2011	(T)
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charge annual	tal charges. The CG will then be bill es each billing period and as a result l basis, a one-time credit will be app ciliation.	has overpaid for	the energy they co	onsumed on an
5.	DECLARATIONS, ATTACHM	ENTS AND AG	REEMENT TO	ΓERMS
	CG has read, understands, and agrablished and maintained in accordar porated herein by reference.			
and ma	This Agreement includes the folloade a part of this Agreement.	wing exhibits that	are specifically in	ncorporated herein
	1. Attachment A, Provisions	of Interconnection	Agreement	
("CPU	2. In addition, CalPeco Electron file with the California Public Ut UC"), including but not limited to Ruable tariff rate schedule.	tilities Commissio	n of the State of C	California
6.	SIGNATURES			
	IN WITNESS WHEREOF, the Parent to be executed by their duly and the latter of the two dates set forth be	uthorized represer	_	
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CUSTO	OMER GENERATOR INTI	ERCONNECTIO	ON	7
CUSTOMER GENERATO	R NAME			
	[ATTACHMENT	A]		1
PROVIS	SIONS OF INTERCONNECT	TION AGREEME	ENT	
(Agreen	ment between CalPeco and C	ustomer-Generate	or)	
				(N)
			Form No. 11-0300	
	Issued by	D : =:: :	A 11.40 0044	_
Advice Letter No. <u>5-E</u> Decision No	Bob Dodds Name President and CEO	_ Date Filed Effective	April 12, 2011 May 12, 2011	. (T _ (T
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CPUC Sheet No. 480

1. PURPOSE OF INTERCONNECTION AND REPRESENTATIONS

The purpose of this Agreement is to allow CG to interconnect with CalPeco's distribution system, subject to the provisions of this Agreement and CalPeco's tariff Schedule NEM. CG has elected to interconnect and operate its Facility in parallel with CalPeco's electric grid. The Facility is intended primarily to offset part or all of the CG's own electrical requirements. CG shall at all times comply with this Agreement as well as with all applicable codes, standards, laws and tariffs, and applicable requirements of the CPUC, and as amended from time to time.

2. DISCONNECTION, INTERRUPTION OR REDUCTION OF DELIVERIES

- CalPeco may require CG to interrupt or reduce the output of its Facility under the 2.1 following circumstances:
- Whenever CalPeco deems it necessary in its sole judgment, to construct, install, (a) maintain, repair, replace, remove, investigate, or inspect any of its equipment or any part of its electric system; or
- Whenever CalPeco determines in its sole judgment, that curtailment, interruption, (b) or reduction of CG's electrical generation is otherwise necessary due to emergencies, forced outages, force majeure, or compliance with prudent electrical practices.
- 2.2 Notwithstanding any other provision of this Agreement, upon termination of this Agreement or at any time CalPeco determines the continued parallel operation of the Facility may endanger the public or CalPeco personnel, or affect the integrity of CalPeco's electric system or the quality of electric service provided to other Customers, CalPeco shall have the right to require the Facility to be immediately disconnected from CalPeco's electric system. The Facility shall remain disconnected until such time as CalPeco is satisfied, in its sole judgment that the condition(s) causing such disconnection have ended or have been corrected.
- 2.3 Whenever feasible, CalPeco shall give CG reasonable notice of the possibility that interruption or reduction of deliveries may be required.
- 2.4 Electrical energy and capacity provided to CG during periods of curtailment or interruption of the output of the Facility shall be provided pursuant to the terms of the otherwise applicable tariff rate schedule(s) applicable to the electric service account to which the Facility is connected.

3. INTERCONNECTION

- 3.1 CG shall deliver the energy in excess of its on-site requirements to CalPeco at the utility's meter.
- The metering requirements are detailed in CalPeco's Schedule NEM and, if 3.2 applicable, Rule 21.
- 3.3 CG shall not commence parallel operation of the Facility until receipt of the following by CalPeco and written approval has been provided by CalPeco:

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Decision No.		President and CEO	Effective	May 12, 2011	(T)
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- (a) A completed and signed Net Energy Metering Application; and
- (b) A completed and signed Interconnection and Net Energy Metering Agreement; and
- (c) A copy of the CG's final inspection clearance from the governmental authority having jurisdiction over the Facility.

With these three documents fully complete, CalPeco's field inspection and approval shall not be unreasonably withheld. Such approval shall normally be provided no later than (5) business days following CalPeco's inspection.

- 3.4 CalPeco shall have the right to have its representatives present at the final inspection made by the governmental authority jurisdiction to inspect and approve the installation of the Facility. CG shall notify CalPeco in accordance with the terms of Section 11, herein at least five (5) days prior to such inspection.
- 3.5 CG authorizes CalPeco to release to the California Energy Commission ("CEC") and the CPUC information regarding CG's Facility, including customer name, location, size, and operational characteristics, as requested from time to time pursuant to the CPUC's and the CEC's rules and regulations.

4. FACILITY DESIGN REQUIREMENTS

- 4.1 CG shall be responsible for the design, installation, and operation of the Facility.
- 4.2 The Facility shall meet all applicable safety and performance standards established by the National Electrical Code, the Institute of Electrical and Electronics Engineers ("IEEE"), and accredited testing laboratories such as Underwriters Laboratories ("UL"), and, where applicable, rules of the CPUC regarding safety and reliability. This requirement shall include, but not be limited to, the provisions of IEEE Standard 929 and UL Standard 1741.
- 4.3 CG shall not add generation capacity in excess of the effective AC output rating set forth in the Section 3 of the Declaration to this Agreement, or otherwise modify the Facility without the prior written permission of CalPeco.

5. MAINTENANCE AND PERMITS

- 5.1 CG shall:
- (a) Maintain the Facility in a safe and prudent manner and in conformance with all applicable laws and regulations including, but not limited to, Section 4, and
- (b) Obtain any governmental authorizations and permits required for the construction and operation of the Facility. CG shall reimburse CalPeco for any and all losses, damages, claims, penalties, or liability it incurs as a result of CG's failure to obtain or maintain any governmental authorizations and permits required for construction and operation of CG's Facility.
- 5.2 CalPeco shall have the right to review and obtain copies of CG's operations and maintenance records, logs, or other information, pertaining to CG's Facility or its interconnection with CalPeco's distribution system.

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Advice Letter No. <u>5-E</u>	Bob Dodds	Date Filed	April 12, 2011	_ (T
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Decision No.	President and CEO	Effective	May 12, 2011	_ (T
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CALIFORNI	IA PACIFIC ELECTRIC COMP.	ANY, LLC		
SOUTH LAI	KE TAHOE, CALIFORNIA	Original	CPUC Sheet No. 482	(T)
	Canc	eling	CPUC Sheet No. 482	(T)
6.	ACCESS TO PREMISES			

- CalPeco may enter CG's premises for the following purposes:
- (a) After giving reasonable notice to CG, to inspect CG's protective devices and read or test meter(s); and,
- (b) Without notice to disconnect the Facility and/or service to CG, whenever in CalPeco's sole opinion, a hazardous condition exists and such immediate action is necessary to protect persons, CalPeco's facilities, or property of others from damage or interference caused by the Facility, or the absence or failure of properly operating protective devices.

7. INDEMNITY AND LIABILITY

- 7.1 Each Party as indemnitor shall defend, hold harmless, and indemnify the other Party and the directors, officers, employees, and agents of the other Party against and from any and all loss, liability, damage, claim, cost, charge, demand, or expense (including any direct, indirect or consequential loss, liability, damage, claim, cost, charge, demand, or expense, including attorneys' fees) for injury or death to persons, including employees of either Party, and damage to property, including property of either Party, arising out of or in connection with:
- (a) The engineering, design, construction, maintenance, repair, operation, supervision, inspection, testing, protection or ownership of the indemnitor's facilities, or
- (b) The making of replacements, additions, betterments to, or reconstruction of the indemnitor's facilities. This indemnity shall apply notwithstanding the active or passive negligence of the indemnitee. However, neither Party shall be indemnified hereunder for its loss, liability, damage, claim, cost, charge, demand, or expense resulting from its sole negligence or willful misconduct.
- 7.2 The indemnitor shall, on the other Party's request, defend any suit asserting a claim covered by this indemnity and shall pay for all costs, including reasonable attorney fees that may be incurred by the other Party in enforcing this indemnity.
- 7.3 The provisions of this Section shall not be construed to relieve any insurer of its obligations to pay any insurance claims in accordance with the provisions of any valid insurance policy.
- 7.4 Except as otherwise provided in Section 7.1, neither Party shall be liable to the other Party for consequential damages incurred by that Party.
- 7.5 Nothing in this Agreement shall create any duty to, any standard of care with reference to, or any liability to any person who is not a Party to it.

Form No. 11-0300

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Advice Letter No. <u>5-E</u>	Bob Dodds	Date Filed	April 12, 2011	(T
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Decision No	President and CEO	Effective	May 12, 2011	(T
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Attn: Net Energy Metering Administrator

933 Eloise Ave.

South Lake Tahoe, CA 96150

9. GOVERNING LAW, JURISDICTION OF CPUC, INCLUSION OF CALPECO'S RATE SCHEDULES AND RULES

- 9.1 This Agreement shall be interpreted, governed, and construed under the laws of the State of California as if executed and to be performed wholly within the State of California without giving effect to choice of law provisions that might apply to the law of a different jurisdiction.
- 9.2 This Agreement shall, at all times, be subject to such changes or modifications by the CPUC as it may from time to time direct in the exercise of its jurisdiction.

Form No. 11-0300

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Advice Letter No. <u>5-E</u>	Bob Dodds	Date Filed	April 12, 2011	(T)
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Decision No.	President and CEO	Effective	May 12, 2011	(T)
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be subje			under this Agreement shall at all times schedules and rules applicable to the
right to	unilaterally file with the CPUC, po ion for change in rates, charges, cl	ursuant to the C	ris Agreement, CalPeco shall have the PUC's rules and regulations, an rvice, tariff or rule or any agreement
10.	AMENDMENT, MODIFICATION	ONS, WAIVEF	R OR ASSIGNMENT
	10.1 This Agreement may not be ument in writing executed by each		lified by either of the Parties, except by
unless s instance advantag or the re	uch waiver is given in writing. The es upon strict performance of any oge of any of its rights hereunder sh	e failure of a Pa of the provisions hall not be const	· ·
currently		in Section 2 of t	ng agreement under which CG is he Declaration, herein, and any such Agreement becomes effective.
Parties, represen	their agents, and employees as to	the subject matt ment, it has not i	nent and understanding between the er of this Agreement. Each party also relied on any promise, inducement, at set forth in this Agreement.
hereund unreason	ler without the written consent of t	the other Party, v	Agreement or any of its rights or duties which consent shall not be in made without such written consent
11.	NOTICES		
United S delivere	States Post Office with postage pre	epaid and addres w. Changes in su	ich designation may be made by notice
	rc. c. m		
]	If to CalPeco:		

Attention: Net Energy Metering Administrator

Address: 933 Eloise Ave.

Form No. 11-0300

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Advice Letter No5	<u>5-E</u>	Bob Dodds	Date Filed	April 12, 2011	(T)
		Name			
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	City: South Lake Tah	noe, CA 96150		
	If to CG: CG (Name &	Address Below):		
	Attention:			
	Address:			
	City:			
	Phone:	FAX:		
12.	TERM AND TERMIN	NATION OF AGREEME	NT	
unles	gnature of CG and CalPec	at shall become effective as a co, and shall remain in effect rty on thirty (30) days prior	t thereafter from	month to month
	ric distribution service pro	t shall terminate, without no ovided to CG by CalPeco; o satisfy all requirements of the	or (b) changes to	CG's electric load
		California Public Utilities Co		n Eligible CG set forth
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CalPeco Advice Letter Filing Service List General Order 96-B, Section 4.3

R.10-05-005 Service List nsuetake@turn.org catherine.mazzeo@swgas.com fadia.khoury@sce.com nquan@gswater.com KHassan@SempraUtilities.com map@cpuc.ca.gov DFC2@pge.com oshirock@pacbell.net michelle.mishoe@pacificorp.com GHealy@SempraUtilities.com stephaniec@greenlining.org don.soderberg@swgas.com valerie.ontiveroz@swgas.com brooks.congdon@swgas.com tdillard@sppc.com Naftab@semprautilities.com case.admin@sce.com rkmoore@gswater.com KSwitzer@gswater.com kderemer@semprautilities.com CPUCCASES@pge.com cem@newsdata.com bkc7@pge.com regrelcpuccases@pge.com ROJ3@pge.com aliciam@greenlining.org Mike@alpinenaturalgas.com joyw@mid.org Ralf1241a@cs.com cmkehrein@ems-ca.com westgas@aol.com californiadockets@pacificorp.com ddm@cpuc.ca.gov bmd@cpuc.ca.gov kwz@cpuc.ca.gov kho@cpuc.ca.gov lwt@cpuc.ca.gov zaf@cpuc.ca.gov

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Dao Phan Division of Ratepayer Advocates 505 Van Ness Avenue San Francisco, CA 94102 dao@cpuc.ca.gov

Office of the General Counsel Sierra Pacific Power Company c/o NV Energy 6226 West Sahara Avenue Las Vegas, NV 89146

Pacific Gas and Electric Company Tariff Department 77 Beale Street San Francisco, CA 94106 PGETariffs@pge.com

Manager of Regulatory Affairs San Diego Gas & Electric Company P.O. Box 1831 - Room 10-A San Diego, CA 92112

A.08-08-004 Service List

sig@cpuc.ca.gov

DWT 17224900v1 0089731-000012

chilen@sppc.com ljt@cpuc.ca.gov jeffreygray@dwt.com gbinge@ktminc.com emello@sppc.com epoole@adplaw.com joshdavidson@dwt.com cem@newsdata.com rmccann@umich.edu sheila@wma.org abb@eslawfirm.com cbk@eslawfirm.com bhodgeusa@yahoo.com dlf@cpuc.ca.gov mmg@cpuc.ca.gov md2@cpuc.ca.gov tlg@cpuc.ca.gov

A.09-10-028 and A.10-04-032 Service List

chilen@nvenergy.com kjl@cpuc.ca.gov stevegreenwald@dwt.com phanschen@mofo.com liddell@energyattorney.com tciardella@nvenergy.com judypau@dwt.com jheckler@levincap.com vidhyaprabhakaran@dwt.com dwtcpucdockets@dwt.com cem@newsdata.com dietrichlaw2@earthlink.net abb@eslawfirm.com glw@eslawfirm.com clerk-recorder@sierracounty.ws brianmorris@countyofplumas.com plumascoco@gmail.com marshall@psln.com stephenhollabaugh@tdpud.org gross@portersimon.com Stephen.Aftanas@Emera.com Ian.Robertson@algonquinpower.com dao@cpuc.ca.gov dlf@cpuc.ca.gov jrw@cpuc.ca.gov xjv@cpuc.ca.gov

Director of Regulatory Affairs Southwest Gas Corporation P.O. Box 98510 Las Vegas, NV 89193-8510

Plumas Sierra Rural Electric 73233 State Route 70 Portola, CA 96122-7069

Southern California Edison Company P.O. Box 800 Rosemead, CA 91770

Truckee-Donner Public Utility District P.O. Box 308 Truckee, CA 95734

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