

PUBLIC UTILITIES COMMISSION

505 VAN NESS AVENUE
SAN FRANCISCO, CA 94102-3298



April 1, 2008

Advice Letter 3209-E

Brian K. Cherry
Vice President, Regulatory Relations
Pacific Gas and Electric Company
77 Beale Street, Mail Code B10C
P.O. Box 770000
San Francisco, CA 94177

Subject: Qualifying Facility Contract Amendments

Dear Mr. Cherry:

Advice Letter 3209-E is effective March 15, 2008.

Sincerely,

A handwritten signature in black ink, appearing to read "Sean H. Gallagher".

Sean H. Gallagher, Director
Energy Division

February 14, 2008

Advice 3209-E

(Pacific Gas and Electric Company ID U 39E)

Public Utilities Commission of the State of California

Subject: Qualifying Facility Contract Amendments

Pacific Gas and Electric Company (PG&E) hereby submits this advice letter to the California Public Utility Commission (CPUC) requesting that the Commission approve the qualifying facility (QF) contract amendments which are submitted in this advice letter.

Background

PG&E executed the following four QF contract amendments during the last three months of 2007:

1. Monterey County Water Resource Agency

This amendment adopts Standard Offer 1 power purchase agreement (PPA) energy and capacity pricing for a term of five years. The amendment modifies the current PPA that is based on PG&E's Interim Standard Offer 4 that was to expire on July 13, 2007. The amendment was executed by PG&E on July 16, 2007, and is included in Non-Confidential Appendix A.

2. Stockton Cogeneration Company Amendment

This amendment adopts two fixed energy and as-delivered capacity pricing for all deliveries during the one-year extended term. The amendment is based on PG&E's Interim Standard Offer 4 PPA that was to expire on March 19, 2008. The amendment was executed by PG&E on October 22, 2007, and is included in Confidential Appendix B.

3. Crockett Cogeneration Amendment

This amendment is a supplement to the Third Amendment Extension Agreement and revises dispatch protocols to replace the gas index used in the energy price formula and reduce the start-up charges. Crockett is a 240 MW co-generation facility with an existing Standard Offer 4 PPA. Under the Third Amendment, PG&E has dispatch rights until December 31, 2009. The amendment was executed by PG&E on December 17, 2007, and is included in Confidential Appendix B.

4. Pacific Lumber Company (PALCO) Letter Agreement

This letter agreement is a time-limited modification of energy payments under the provisions of the existing Standard Offer 1 PPA between PG&E and PALCO through the end of December 2007. PALCO is a 28.8 MW renewable cogeneration facility. The letter agreement was executed on December 17, 2007, and is included in Confidential Appendix B.

Request

PG&E requests that the Commission approve the QF amendments and letter agreement described above.

Non-Confidential Appendix A

The supporting Non-Confidential Appendix A includes the following signed agreements:

- Monterey County Water Resource Agency

Confidential Appendix B

The Confidential Appendix contains information, which is protected material pursuant to Decision 06-06-066, Appendix I, Item XI, under Public Utilities Code sections 454.5(g) and 583. The appendix includes the following signed agreements:

- Stockton Cogeneration Company Amendments
- Crockett Cogeneration Amendment
- Pacific Lumber Company Letter Agreement

Protests

Anyone wishing to protest this filing may do so by letter sent via U.S. mail, by facsimile or electronically, any of which must be received no later than **March 5, 2008**, which is 20 days after the date of this filing. Protests should be mailed to:

CPUC Energy Division
Tariff Files, Room 4005
DMS Branch
505 Van Ness Avenue
San Francisco, California 94102

Facsimile: (415) 703-2200
E-mail: anj@cpuc.ca.gov and mas@cpuc.ca.gov

Copies of protests also should be mailed to the attention of the Director, Energy Division, Room 4004, at the address shown above.

The protest also should be sent via U.S. mail (and by facsimile and electronically, if possible) to PG&E at the address shown below on the same date it is mailed or delivered to the Commission:

Brian K. Cherry
Vice President, Regulatory Relations
Pacific Gas and Electric Company
77 Beale Street, Mail Code B10C
P.O. Box 770000
San Francisco, California 94177
Facsimile: (415) 973-7226
E-mail: PGETariffs@pge.com

Effective Date

PG&E requests that this advice letter become effective on regular notice, **March 15, 2008**, which is 30 calendar days after the date of filing.

Notice

In accordance with General Order 96-B, Section IV, a copy of this advice letter is being sent electronically and via U.S. mail to parties shown on the attached list and the parties on the service lists for Rulemaking (R.) 01-10-024 and R.04-04-003. Address changes to the General Order 96-B service list should be directed to Rose de la Torre at (415) 973-4716 (RxDd@pge.com). Advice letter filings can also be accessed electronically at:

<http://www.pge.com/tariffs>

A handwritten signature in cursive script that reads "Brian K. Cheney / dc".

Vice President, Regulatory Relations

Attachments

Attachment A: Non-Confidential Appendix A

Attachment B: Confidential Appendix B (Only available for the CPUC and PRG)

Attachment C: Declaration of Confidentiality

cc: Service Lists for – R.01-10-024, R.04-04-003
Procurement Review Group

CALIFORNIA PUBLIC UTILITIES COMMISSION

ADVICE LETTER FILING SUMMARY ENERGY UTILITY

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

Company name/CPUC Utility No. **Pacific Gas and Electric Company (ID U39 M)**

Utility type:

ELC GAS
 PLC HEAT WATER

Contact Person: Daren Chan

Phone #: (415) 973-5361

E-mail: d1ct@pge.com

EXPLANATION OF UTILITY TYPE

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

(Date Filed/ Received Stamp by CPUC)

Advice Letter (AL) #: **3209-E**

Tier: 2

Subject of AL: Qualifying Facilities Contract Amendments

Keywords (choose from CPUC listing): Contracts

AL filing type: Monthly Quarterly Annual One-Time Other _____

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

Does AL replace a withdrawn or rejected AL? If so, identify the prior AL: No

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

Is AL requesting confidential treatment? If so, what information is the utility seeking confidential treatment for: Yes, signed contract amendments with Stockton Cogeneration Company, Crockett Cogeneration, Pacific Lumber Company

Confidential information will be made available to those who have executed a nondisclosure agreement: Yes No; All PRG members will be provided with confidential material

Name(s) and contact information of the person(s) who will provide the nondisclosure agreement and access to the confidential information: Donna Barry, (415) 973-5707

Resolution Required? Yes No

Requested effective date: **March 15, 2008**

No. of tariff sheets: N/A

Estimated system annual revenue effect (%): N/A

Estimated system average rate effect (%): N/A

When rates are affected by AL, include attachment in AL showing average rate effects on customer classes (residential, small commercial, large C/I, agricultural, lighting).

Tariff schedules affected: N/A

Service affected and changes proposed¹: N/A

Pending advice letters that revise the same tariff sheets: N/A

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

CPUC, Energy Division

Tariff Files, Room 4005

DMS Branch

505 Van Ness Ave.,

San Francisco, CA 94102

jnj@cpuc.ca.gov and mas@cpuc.ca.gov

Pacific Gas and Electric Company

Attn: Brian K. Cherry

Vice President, Regulatory Relations

77 Beale Street, Mail Code B10C

P.O. Box 770000

San Francisco, CA 94177

E-mail: PGETariffs@pge.com

Attachment A

Non-Confidential Appendix A

**AMENDMENT TO THE
POWER PURCHASE AGREEMENT
BETWEEN MONTEREY COUNTY WATER RESOURCES AGENCY AND
PACIFIC GAS AND ELECTRIC COMPANY
(PG&E Log No. 18H034)**

This Amendment, dated as of the latest date set forth below, is by and between PACIFIC GAS AND ELECTRIC COMPANY (“PG&E” or “Buyer”), a California corporation, and MONTEREY COUNTY WATER RESOURCES AGENCY a California Public Agency (“Seller”). PG&E and Seller are sometimes referred to herein individually as a “Party” and collectively as the “Parties.”

RECITALS

1. Seller and PG&E entered into an Interim Standard Offer No. 4 Power Purchase Agreement (“PPA”) dated April 15, 1985 for the purchase and sale of electric energy from Seller’s facility located near San Luis Obispo in Monterey County, California. The PPA was subsequently amended by agreement of the Parties. The PPA and any amendments thereto are collectively referred to herein as the “Agreement.”

2. On January 26, 2004, the California Public Utilities Commission (“CPUC” or “Commission”) issued Decision 04-01-050 (“the Decision”), in which it ordered the investor owned utilities (“IOUs”) to offer five-year Standard Offer 1 (“SO1”) contracts at short-run avoided cost prices to Qualifying Facilities (“QFs”) with expiring PPAs provided: (1) the QF was in operation and under contract with an IOU to sell power at any time during the period

between January 1, 1998 and the effective date of the Decision; and (2) the QF contract expired or is set to expire before January 1, 2006. The Decision provides that the “five-year SO1 contracts must include a “provision that the pricing terms may change if the Commission subsequently modifies its policy on QF pricing methodology.” (D.04-01-050, Ordering Paragraph 4.).

3. On December 1, 2005 in Decision 05-12-009 the CPUC directed the IOUs to continue purchasing power pursuant to a five-year SO1 contract from any Qualifying Facility (QF) with a contract set to expire after January 1, 2006, and before the CPUC’s issuance of a final decision in the combined dockets, Rulemaking (R.) 04-04-003 and R.04-04-025. The CPUC ordered that pricing terms for any such contract be “consistent with existing SRAC policy set forth in Decision (D.) 01-03-067, as modified by D.02-02-028, provided, that the pricing terms of the contract shall be modified to reflect [the CPUC’s] revised QF pricing policy as of the effective date of the Commission decision adopting a revised pricing policy”. (D.05-12-009, Ordering Paragraph 2.).

4. The original term of the PPA is set to expire on July 13, 2007.

5. As of the drafting of this Amendment the CPUC has not issued a final decision in the combined dockets, Rulemaking R.04-04-003 and R.04-04-025 and is not expected to issue a final decision that is unappealable, prior to the expiration of the PPA.

6. The PPA was executed prior to the formation of the California Independent System Operator (“CAISO”).

7. PG&E and Seller hereby amend the Agreement to comply with Decision 05-12-009 and make certain other modifications to the Agreement, as set forth below.

AGREEMENT

In consideration of the premises described above and the terms and conditions set forth below, PG&E and Seller agree to modify the Agreement as follows:

1. DEFINITIONS

Any term not defined herein shall have the meaning ascribed to it in the Agreement.

2. TERM OF AMENDMENT

The Agreement, as modified by this Amendment, shall be in effect from July 14, 2007 through July 13, 2012 (the Extended Term). At any time during the Extended Term, Seller shall have the right to terminate the Agreement, upon providing PG&E with 30 days' prior written notice, without any penalties or remaining obligations for either Party, other than any payment obligations under this Amendment.

3. ENERGY PURCHASE

A. PG&E shall purchase and accept delivery of Seller's Net Energy Output from the Facility.

B. PG&E shall pay Seller for energy deliveries during the Extended Term at prices equal to PG&E's short-run avoided cost ("SRAC"), according to the methodology that is approved and may be revised from time to time by the CPUC for payments to QFs.

C. Payment for energy shall be based on the time of delivery. The time periods currently in effect are shown in Appendix A to this Amendment. Time period definitions may change from time to time as determined by the CPUC.

D. PG&E has contracted to purchase the energy associated with the Facility with the nameplate rating specified in Article 3 (b) of the PPA, as amended. If Seller modifies the Facility, changing its nameplate rating to be greater than that specified in Article 3 (b) of the

PPA, as amended, PG&E shall not be required to accept or pay for energy associated with the incremental increase in the nameplate rating.

E. Energy payments made to Seller pursuant to this Amendment will be adjusted by an energy loss adjustment factor, as approved by the CPUC and as may be modified by the CPUC from time to time.

4. **CAPACITY PURCHASE**

A. Notwithstanding anything to the contrary in the Agreement, Seller makes no commitment of firm capacity during the term of this Amendment, and shall provide PG&E as-delivered capacity only.

B. PG&E shall pay Seller for as-delivered capacity during the Extended Term at prices authorized by the CPUC as may be modified from time to time by the CPUC.

C. Payment for as-delivered capacity shall be based on time of delivery. The time periods currently in effect are shown in Appendix A to this Amendment. Time period definitions may change from time to time as determined by the CPUC.

D. PG&E has contracted to purchase the as-delivered capacity associated with the Facility of the nameplate rating described in Article 3 (b) of the PPA, as amended. If Seller modifies the Facility, changing its nameplate rating to be greater than that specified in Article 3 (b) of the PPA, as amended, PG&E shall not be required to accept or pay for as-delivered capacity associated with the incremental increase in nameplate rating.

E. As-delivered capacity payments made to Seller pursuant to this Amendment shall be multiplied by a capacity loss adjustment factor ("CLAF") as approved by the CPUC and as may be modified by the CPUC from time to time.

5. **COMPLIANCE WITH THE CALIFORNIA RENEWABLE PORTFOLIO STANDARD**

A. Seller warrants that it is an “eligible renewable energy resource” as defined in Cal. Pub. Util. Code 399.12 sub.(b) as of the effective date of this agreement. Seller agrees that while this Amendment is in effect, it shall satisfy the eligibility requirements, obtain and maintain certification of the Facility, and participate in the generation tracking system in the manner described by the Renewable Portfolio Standard (RPS) Program in accordance with the California Energy Commission’s (CEC) “Renewables Portfolio Standard Eligibility Guidebook” (Second Edition, publication no. 300-2007-006-CMF).

B. Seller will provide information to the generation tracking system as required by the CEC’s Renewables Portfolio Standard Eligibility Guidebook to verify that its electrical generation is counted only once for the purpose of meeting the renewables portfolio standard of this state or another state, pursuant to Pub. Util. Code section 399.13 sub.(b) and will participate in the CEC’s system for tracking and verifying renewable energy credits, pursuant to Pub. Util. Code section 399.13 sub.(c).

C. Seller agrees that this Agreement is an electricity purchase contract executed pursuant to Public Utility Regulatory Policies Act of 1978 (16 U.S.C. Sec. 2601 et seq.) and that deliveries under this contract shall be tracked and count towards the renewables portfolio standard obligations of Purchaser pursuant to Pub. Util. Code section 399.16 sub. (a)(6), whether or not the tracking system described in Pub. Util. Code section 399.13 sub.(c) is operational.

D. Seller hereby provides and conveys all Green Attributes (defined in Appendix B) from the Facility to PG&E. As used in this Section, the term “Green Attributes” means any and all credits, benefits, emissions reductions, offsets, and allowances, howsoever

entitled, directly attributable to the generation of electricity from the Facility. Green Attributes include all benefits attributable to the displacement of conventional energy generation from use of an Eligible Renewable Energy Resource. Seller represents and warrants that Seller holds the rights to all Green Attributes from the Facility, and Seller agrees to convey and hereby conveys all such Green Attributes to Buyer as included in the delivery of the energy and capacity from the Facility while this Amendment is in effect.

6. PAYMENTS

PG&E shall pay Seller once a month for energy and as-delivered capacity deliveries during the prior month as specified in Section A-4 of the PPA.

7. OTHER MODIFICATIONS

To comply with the CPUC's directive that IOUs purchase QF energy and as-delivered capacity at SRAC, the Parties agree to amend the Agreement by deleting in their entirety Articles 2, 3(f), 4, 5, 7 and 12, and Appendices B, C, D, and E of the PPA throughout the Extended Term.

8. RESERVATION OF RIGHTS

PG&E is entering into this Amendment as ordered by the CPUC in Decisions 04-01-050 and 05-12-009. PG&E reserves its right to seek reimbursement of payments made under this Amendment to the extent that such payments are determined by the CPUC, a court, or other governmental entity to exceed PG&E's avoided costs (as defined in the Public Utility Regulatory Policies Act of 1978, 16 U.S.C. § 824a-3, *et seq.*). Seller reserves any right that it may have to challenge and oppose PG&E's efforts to seek reimbursement of payments made under this Amendment.

9. DISPATCH DOWN/CURTAILMENT

A. “Dispatch Down Period” means the period of time during which (i) curtailments ordered from the CAISO, for reasons including but not limited to any system emergency, as defined in the applicable CAISO Tariff (“System Emergency”); (ii) curtailments ordered by Buyer based on any warning of an anticipated System Emergency, or warning of an imminent condition or situation, which jeopardizes Buyer’s electric system integrity or the integrity of other systems to which Buyer is connected, as determined by Buyer in Buyer’s sole discretion; (iii) curtailments ordered by Buyer due to over generation as defined in the applicable CAISO Tariff; (iv) curtailments ordered by Buyer based upon Buyer’s forecast of over generation, including, but not limited to, a request by the CAISO to manage over generation conditions pursuant to CAISO Operating Procedure G 202, as it may be amended, supplemented or replaced (in whole or in part) from time to time; (v) curtailments ordered by the Participating Transmission Owner (“PG&E Transmission”), or (vi) there is scheduled or unscheduled maintenance on the PG&E Transmission’s interconnection or transmission facilities that prevents (a) Buyer from receiving or (b) Seller from delivering energy and as-delivered capacity at the Delivery Point.

B. Seller shall reduce delivery amounts as directed by the CAISO, Buyer, or the Participating Transmission Owner during any Dispatch Down Period, provided that for a Dispatch Down Period as described in Section 9.A.(ii) through (iv), such Dispatch Down Period shall be no more than fifty (50) hours during any Contract Year.

C. PG&E shall not be obligated to accept or pay Seller for deliveries of energy and as-delivered capacity pursuant to the Agreement that was interrupted or reduced pursuant to Section 9 of this Amendment.

D. PG&E shall not curtail or refuse to accept or pay for deliveries of energy

and as-delivered capacity pursuant to the Agreement in order to purchase lower cost energy from another source over the same period where deliveries are curtailed or not accepted.

10. NO OTHER MODIFICATIONS

Except as expressly modified by this Amendment, no provision of the Agreement is or shall be deemed to be modified, amended, waived, or otherwise affected by this Amendment. To the extent that this Amendment is inconsistent with any provision of the Agreement, this Amendment shall govern the rights and obligations of the Parties.

11. AUTHORIZATION TO EXECUTE AMENDMENT

Each Party represents and warrants that it has obtained all necessary legal, administrative and corporate authorizations to execute and/or terminate this Amendment and carry out the terms, conditions and provisions hereof.

12. SIGNATURES

IN WITNESS WHEREFORE, Seller and PG&E have caused this Amendment to be executed by their authorized representatives. By signing this Amendment, the representatives of the Parties warrant that they have the requisite authority to bind their respective principals.

**PACIFIC GAS AND ELECTRIC
COMPANY**

By: Garrett Jeung

Name: Garrett Jeung

Title: Director

Date: 07/16, 2007

**MONTEREY COUNTY WATER
RESOURCES AGENCY**

By: Curtis V. Weeks

Name: Curtis V. Weeks

Title: General Manager

Date: 06/26, 2007

Appendix A

TABLE A¹ - TIME PERIODS

	<u>Monday through Friday</u>²	<u>Saturdays, Sundays, and Holidays</u>
Seasonal Period A (May 1 - October 31)		
Peak	Noon to 6:00 p.m.	None
Partial-Peak	8:30 a.m. to noon 6:00 p.m. to 9:30 p.m.	None
Off-Peak	9:30 p.m. to 1:00 a.m.	
Super Off-Peak	5:00 a.m. to 8:30 a.m. 1:00 a.m. to 5:00 a.m.	5:00 a.m. to 1:00 a.m. 1:00 a.m. to 5:00 a.m.
Seasonal Period B (November 1 - April 30)		
Partial Peak	8:30 a.m. to 9:30 p.m.	None
Off-Peak	9:30 p.m. to 1:00 a.m.	
Super Off-Peak	5:00 a.m. to 8:30 a.m. 1:00 a.m. to 5:00 a.m.	5:00 a.m. to 1:00 a.m. 1:00 a.m. to 5:00 a.m.

¹ This table is subject to change to accord with the peak, partial-peak, off-peak, and super off-peak periods as defined by CPUC decision.

² Except for the following holidays: New Year's Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day, as specified in Public Law 90-363 (5 U.S.C.A. Section 6103(a)).

Appendix B

DEFINITION OF “GREEN ATTRIBUTES”

“**Green Attributes**” means any and all credits, benefits, emissions reductions, offsets, and allowances, howsoever entitled, attributable to the generation from the Project, and its displacement of conventional Energy generation. Green Attributes include but are not limited to, Renewable Energy Credits, as well as: (1) any avoided emissions of pollutants to the air, soil or water such as sulfur oxides (SO_x), nitrogen oxides (NO_x), carbon monoxide (CO) and other pollutants; (2) any avoided emissions of carbon dioxide (CO₂), methane (CH₄), nitrous oxide, hydrofluorocarbons, perfluorocarbons, sulfur hexafluoride and other greenhouse gases (GHGs) that have been determined by the United Nations Intergovernmental Panel on Climate Change, or otherwise by law, to contribute to the actual or potential threat of altering the Earth’s climate by trapping heat in the atmosphere; and (3) the reporting rights to these avoided emissions, such as Green Tag Reporting Rights. Green Tag Reporting Rights are the right of a Green Tag Purchaser to report the ownership of accumulated Green Tags in compliance with federal or state law, if applicable, and to a federal or state agency or any other party at the Green Tag Purchaser’s discretion, and include without limitation those Green Tag Reporting Rights accruing under Section 1605(b) of The Energy Policy Act of 1992 and any present or future federal, state, or local law, regulation or bill, and international or foreign emissions trading program. Green Tags are accumulated on a MWh basis and one Green Tag represents the Green Attributes associated with one (1) MWh of Energy. Green Attributes do not include (i) any Energy, capacity, reliability or other power attributes from the Project, (ii) production tax credits associated with the construction or operation of the Project and other financial incentives in the form of credits, reductions, or allowances associated with the Project that are applicable to a state or federal income taxation obligation, (iii) fuel-related subsidies or “tipping fees” that may be paid to Seller to accept certain fuels, or local subsidies received by the generator for the destruction of particular preexisting pollutants or the promotion of local environmental benefits, or (iv) emission reduction credits encumbered or used by the Project for compliance with local, state, or federal operating and/or air quality permits. If the Project is a biomass or landfill gas facility and Seller receives any tradable Green Attributes based on the greenhouse gas reduction benefits or other emission offsets attributed to its fuel usage, it shall provide Buyer with sufficient Green Attributes to ensure that there are zero net emissions associated with the production of electricity from the Project.

Attachment B

Confidential Appendix B

Attachment C

Donny Barry Declaration of Confidentiality

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

**DECLARATION OF DONNA L. BARRY IN SUPPORT OF
ADVICE 3209-E
QUALIFYING FACILITY CONTRACT AMENDMENTS**

I, Donna L. Barry, declare:

1. I am a Senior Regulatory Case Manager in the Energy Proceedings department at Pacific Gas and Electric Company (PG&E). I am responsible for electric procurement cost recovery and reporting requirements at PG&E. In carrying out these responsibilities, I have acquired knowledge of the transactions identified in this advice letter. .

2. Based on my knowledge and experience, and in accordance with the “Administrative Law Judge’s Ruling Clarifying Interim Procedures For Complying With Decision 06-06-066,” issued in Rulemaking 05-06-040 on August 22, 2006, I make this declaration seeking confidential treatment for certain data and information contained in Appendix B.

3. Attached to this declaration is a matrix that identifies the data and information for which PG&E is seeking confidential treatment. The matrix specifies that the material PG&E is seeking to protect constitutes the particular type of data and information listed in the “IOU Matrix” attached as Appendix 1 of Decision 06-06-066. The matrix also specifies the category or categories in the IOU Matrix to which the data and information corresponds, and why confidential protection is justified. Finally, the matrix specifies that: (1) PG&E is complying with the limitations specified in the IOU Matrix for that type of data or information; (2) the information is not already public; and (3) the data cannot be aggregated, redacted, summarized or otherwise protected in a way that allows partial disclosure. By this reference I am incorporating into this declaration all of the explanatory text in the attached matrix.

I declare under penalty of perjury, under the laws of the State of California, that the foregoing is true and correct. Executed on February 14, 2008, at San Francisco, California.

/s/

DONNA L. BARRY

PACIFIC GAS AND ELECTRIC COMPANY

Document: Advice 3209-E

IDENTIFICATION OF CONFIDENTIAL INFORMATION PER DECISION 06-06-066

Date: February 13, 2008

	Redaction Reference	1) The material submitted constitutes a particular type of data listed in the Matrix, appended as Appendix 1 to D.06-06-066 (Y/N)	2) Which category or categories in the Matrix the data correspond to:	3) That it is complying with the limitations on confidentiality specified in the Matrix for that type of data (Y/N)	4) That the information is not already public (Y/N)	5) The data cannot be aggregated, redacted, summarized, masked or otherwise protected in a way that allows partial disclosure (Y/N)	PG&E's Justification for Confidential Treatment	Length of Time
1	Appendix B	Y	Page 15, Item VII Bilateral Contract Terms and Conditions - Electric	Y	N	N	The terms of the contracts are confidential for three years from the date contract states delivers begin; or until one year following expiration, whichever comes first.	3 years

**PG&E Gas and Electric
Advice Filing List
General Order 96-B, Section IV**

ABAG Power Pool	Douglass & Liddell	PG&E National Energy Group
Accent Energy	Downey, Brand, Seymour & Rohwer	Pinnacle CNG Company
Aglet Consumer Alliance	Duke Energy	PITCO
Agnews Developmental Center	Duke Energy North America	Plurimi, Inc.
Ahmed, Ali	Duncan, Virgil E.	PPL EnergyPlus, LLC
Alcantar & Kahl	Dutcher, John	Praxair, Inc.
Ancillary Services Coalition	Dynergy Inc.	Price, Roy
Anderson Donovan & Poole P.C.	Ellison Schneider	Product Development Dept
Applied Power Technologies	Energy Law Group LLP	R. M. Hairston & Company
APS Energy Services Co Inc	Energy Management Services, LLC	R. W. Beck & Associates
Arter & Hadden LLP	Exelon Energy Ohio, Inc	Recon Research
Avista Corp	Exeter Associates	Regional Cogeneration Service
Barkovich & Yap, Inc.	Foster Farms	RMC Lonestar
BART	Foster, Wheeler, Martinez	Sacramento Municipal Utility District
Bartle Wells Associates	Franciscan Mobilehome	SCD Energy Solutions
Blue Ridge Gas	Future Resources Associates, Inc	Seattle City Light
Bohannon Development Co	G. A. Krause & Assoc	Sempra
BP Energy Company	Gas Transmission Northwest Corporation	Sempra Energy
Braun & Associates	GLJ Energy Publications	Sequoia Union HS Dist
C & H Sugar Co.	Goodin, MacBride, Squeri, Schlotz &	SESCO
CA Bldg Industry Association	Hanna & Morton	Sierra Pacific Power Company
CA Cotton Ginners & Growers Assoc.	Heeg, Peggy A.	Silicon Valley Power
CA League of Food Processors	Hitachi Global Storage Technologies	Smurfit Stone Container Corp
CA Water Service Group	Hogan Manufacturing, Inc	Southern California Edison
California Energy Commission	House, Lon	SPURR
California Farm Bureau Federation	Imperial Irrigation District	St. Paul Assoc
California Gas Acquisition Svcs	Integrated Utility Consulting Group	Sutherland, Asbill & Brennan
California ISO	International Power Technology	Tabors Caramanis & Associates
Calpine	Interstate Gas Services, Inc.	Tecogen, Inc
Calpine Corp	IUCG/Sunshine Design LLC	TFS Energy
Calpine Gilroy Cogen	J. R. Wood, Inc	Transcanada
Cambridge Energy Research Assoc	JTM, Inc	Turlock Irrigation District
Cameron McKenna	Luce, Forward, Hamilton & Scripps	U S Borax, Inc
Cardinal Cogen	Manatt, Phelps & Phillips	United Cogen Inc.
Cellnet Data Systems	Marcus, David	URM Groups
Chevron Texaco	Matthew V. Brady & Associates	Utility Resource Network
Chevron USA Production Co.	Maynor, Donald H.	Wellhead Electric Company
City of Glendale	MBMC, Inc.	White & Case
City of Healdsburg	McKenzie & Assoc	WMA
City of Palo Alto	McKenzie & Associates	
City of Redding	Meek, Daniel W.	
CLECA Law Office	Mirant California, LLC	
Commerce Energy	Modesto Irrigation Dist	
Constellation New Energy	Morrison & Foerster	
CPUC	Morse Richard Weisenmiller & Assoc.	
Cross Border Inc	Navigant Consulting	
Crossborder Inc	New United Motor Mfg, Inc	
CSC Energy Services	Norris & Wong Associates	
Davis, Wright, Tremaine LLP	North Coast Solar Resources	
Defense Fuel Support Center	Northern California Power Agency	
Department of the Army	Office of Energy Assessments	
Department of Water & Power City	OnGrid Solar	
DGS Natural Gas Services	Palo Alto Muni Utilities	