PUBLIC UTILITIES COMMISSION 505 VAN NESS AVENUE SAN FRANCISCO, CA 94102-3298



April 25, 2012

Advice Letters 3990-E

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

# Subject: Electric Rule 15/16 Exceptional Case Agreement for Plains Exploration and Production Company

Dear Mr. Cherry:

Advice Letters 3990-E is effective April 19, 2012 per Resolution E-4483.

Sincerely, Edward Randoph

Edward F. Randolph, Director Energy Division



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

Fax: 415.973.6520

January 12, 2012

# Advice 3990-E

(Pacific Gas and Electric Company ID U 39 E)

Public Utilities Commission of the State of California

# <u>Subject:</u> Electric Rule 15/16 Exceptional Case Agreement for Plains Exploration and Production Company

# <u>Purpose</u>

Pacific Gas and Electric Company (PG&E) hereby seeks approval of a non-standard extension agreement for electric service to the Plains Exploration and Production Company (PXP) facility in Arroyo Grande, pursuant to Electric Rules 15.I.3 and 16.G. A copy of the proposed non-standard agreement is attached as Attachment 1.

The primary deviations from the standard line and service extension tariffs and associated standard form agreements are that (a) PXP has signed an Agreement to Perform Tariff Schedule Related Work (Form 62-4527) instead of PG&E's standard Distribution and Service Extension Agreement (Form 62-0980); (b) PXP's "refundable amount" for this work includes the multi-million dollar cost to reinforce and supplement approximately eight miles of 12 kV distribution line.

This arrangement is more beneficial to ratepayers than a normal service arrangement, because, under the standard provisions of the tariffs, PG&E would pay the entire cost to upgrade distribution capacity to serve PXP's added load, without immediate benefits to other ratepayers.

## **Background**

PXP is expanding its oil field operation in the Price Canyon area of Arroyo Grande, CA. The current electric demand is approximately 1.5 MW and it is adding approximately 12.5 MW of electric load. Loads include additional oil production wells and steam generators, and a reverse osmosis water treatment plant. PXP has requested expanded electric service capacity by September 2012 and has indicated an interest in converting to transmission voltage service at a later date.

To meet PXP's 2012 service requirements, PG&E will install a new 12 kV feeder bank at the San Luis Obispo Substation. PG&E will reconstruct and reinforce the existing eight mile 12 kV electric distribution line (the San Luis Obispo 1104 Circuit) which currently serves Applicant and add a second 12 kV electric distribution circuit from the San Luis Obispo Substation to Applicant's property. For much of the distance, the San Luis Obispo 1104 Circuit will be upgraded in place and the new circuit will be constructed on the same pole line within the existing right of way. Portions of the project will involve installing the new pole line on a route generally parallel to the existing pole line. For the portions of the San Luis Obispo 1104 Circuit which are underground, the second distribution circuit will be installed underground, parallel to the existing line. Additional rights of way may be needed to accommodate the reinforcement of the existing circuit and the installation of the new circuit in this area. The existing 1104 load will be balanced between the two circuits to provide Applicant with 7 MW of capacity on each circuit.

In addition to the line reinforcement work, PG&E will install a second, separatelymetered 12 kV underground electric service to Applicant.

Projects of this type are normally installed under the standard provisions of Rules 15 and 16. For this project, the standard provisions of the tariff would direct that PG&E would be responsible for nearly the entire project cost. Specifically, PXP's line extension allowance<sup>1</sup> will more than cover the cost of the service portion of the project, while PG&E's cost to reinforce the existing distribution capacity solely for PXP's immediate benefit is estimated to be approximately \$8.5 million, recoverable from ratepayers under standard application of tariff provisions.

In recognition that the immediate benefit of the costly distribution system upgrade accrues solely to PXP, and to arrive at a more equitable allocation of costs between the parties, PG&E and the applicant have mutually agreed to refer this to the Commission under the exceptional case provisions of Rules 15<sup>2</sup> and 16.<sup>3</sup> The key elements of the transaction would involve: (a) treating the entire cost of PG&E's distribution and service work or PXP as an amount subject to allowance; (b) applying a standard allowance based upon the anticipated net revenues from PXP's first year of operation; and (c) payment by PXP of a non-refundable contribution equal to 50% of the refundable amount in excess of the allowance. The application of the 50% discount option is in recognition that in the longer term (beyond the five year planning horizon), the upgrades, in conjunction with other area distribution improvements, may serve to benefit other customers in the area.

<sup>&</sup>lt;sup>1</sup> As calculated pursuant to Electric Rule 15.C.2.

<sup>&</sup>lt;sup>2</sup> Electric Rule 15.1.3 provides: "Where application of this rule appears impractical or unjust to either party or the ratepayers, PG&E or Applicant may refer the matter to the Commission for a special ruling or for special condition(s), which may be mutually agreed upon."

<sup>&</sup>lt;sup>3</sup> Electric Rule 16.G provides: "Where the application of this rule appears impractical or unjust to either party, or ratepayers, PG&E or Applicant may refer the matter to the Commission for a special ruling or for approval of special conditions, which may be mutually agreed upon."

Standard tariff provisions will otherwise apply, including the payment adjustment, contract compliance and excess facilities provisions of Electric Rule 15.D.7.b. and in Paragraph 11 of the Electric Form Number 62-0980 - "Distribution and Service Extension Agreement – Provisions." The language in these tariffs ensures cost recovery and mitigates ratepayer impacts if PXP fails to use the contracted capacity due to a reduction in load or conversion to transmission level service, or if PXP's actual revenue does not justify the initial allowance.

# Proposed Agreement

PG&E and PXP have both signed a specially drafted Agreement to Perform Tariff Schedule Related Work (Agreement), which is tailored to this situation and is enclosed as Attachment 1. Exhibit A of the Agreement contains a description of work. Exhibit B provides a cost breakdown based upon PG&E's preliminary estimated installed cost. Actual charges for the work performed under the Agreement will be based upon a final cost estimate, which PG&E anticipates will be completed in the second quarter of 2012. PXP has already paid to PG&E the non-refundable cost shown in Exhibit B in the 2011 calendar year subject to adjustments as described in Exhibit B. Exhibit C describes additional terms and conditions of the 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 **February 1, 2012**, 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: jnj@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, Regulation and Rates Pacific Gas and Electric Company 77 Beale Street, Mail Code B10C P.O. Box 770000 San Francisco, California 94177

Facsimile: (415) 973-6520 E-mail: PGETariffs@pge.com

# Effective Date

PG&E requests that this advice filing become effective on regular notice, **February 11**, **2012**, which is 30 calendar days after the date of filing. This Advice Letter is submitted as a Tier 3 filing.

# <u>Notice</u>

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. Address changes to the General Order 96-B service list should be directed to PG&E at email address PGETariffs@pge.com. For changes to any other service list, please contact the Commission's Process Office at (415) 703-2021 or at Process\_Office@cpuc.ca.gov. Send all electronic approvals to PGETariffs@pge.com. Advice letter filings can also be accessed electronically at: http://www.pge.com/tariffs

Brian Cherry sao

Vice President, Regulation and Rates

Attachments

cc: Service List

Advice 3990-E January 12, 2012

Attachment 1

Agreement to Perform Tariff Schedule Related Work



# Agreement to Perform Tariff Scheduled Related Work

### DISTRIBUTION:

**REFERENCE:** 

PM 30858520-523, 30842601, 30860155

APPLICANT (Original) DIVISION(Original) ACCTG. SVCS.

Plains Exploration and Production Company, A Delaware Corporation, (Applicant) has requested **PACIFIC GAS AND ELECTRIC COMPANY**, a California corporation (PG&E), to perform the tariff schedule related work as located and described in paragraph 3 herein.

PG&E agrees to perform the requested work and furnish all necessary labor, equipment, materials and related facilities required therefore, subject to the following conditions:

1. Whenever part or all of the requested work is to be furnished or performed upon property other than that of Applicant, Applicant shall first procure from such owners all necessary rights-of-way and/or permits in a form satisfactory to PG&E and without cost to it.

2. Applicant shall indemnify and hold harmless PG&E, its officers, agents and employees, against all loss, damage, expense and liability resulting from injury to or death of any person, including but not limited to, employees of PG&E, Applicant or any third party, or for the loss, destruction or damage to property, including, but not limited to property of PG&E, Applicant or any third party, arising out of or in any way connected with the performance of this agreement, however caused, except to the extent caused by the active negligence or willful misconduct of PG&E, its officers, agents and employees. Applicant will, on PG&E's request, defend any suit asserting a claim covered by this indemnity. Applicant will pay all costs that may be incurred by PG&E in enforcing this indemnity, including reasonable attorneys' fees.

3. The location and requested work are described as follows: (Describe in detail the materials and facilities to be furnished and/or work to be performed by PG&E. If more space is required, use other side and attach any necessary drawings as Exhibits A, B, C, etc):

LOCATION: 1821 Price Canyon Road, Arroyo	Grande, CA 93421		
DESCRIPTION OF WORK: Description of Wor	rk: Ex	khibit A	
Cost Breakdown:			
Additional Terms a	and Conditions: Ex	khibit C	
4. Applicant shall pay to PG&E, promptly upo of two million, nine hundred five thousand, six hundr			complete contract price hereunder, the sum <u>355).</u>
Upon completion of requested work, ownership	shall vest in: X	PG&E	Applicant
Executed this	_ day of		20
	PACIFIC	C GAS & E	LECTRIC COMPANY
Applicant			
Ву:	Ву:		
		(P	rint/Type/Name)
(Print/Type Name)	Title:		,
Title:	_		
Mailing Address: 700 Miliam Street #3100 Houston, TX 77002-2764			

Automated Document, Preliminary Statement, Part A

62-4527 (Rev 1/91) Service Planning Advice No. 1633-G/1342-E Effective 4/02/91

# <u>Exhibit A</u> Description of Work

# Background

Applicant is expanding its oil field operation in the Price Canyon area of Arroyo Grande, CA. Its existing operation requires approximately 1.5 MW of distribution capacity. It will require an additional 12.5 MW of electric capacity. Loads include additional oil production wells and steam generators, and a reverse osmosis water treatment plant. Applicant has requested expanded electric service capacity by September 2012.

# Description of Work

To meet Applicant's 2012 service requirements, PG&E will install a new 12kV feeder bank at the San Luis Obispo Substation. PG&E will reconstruct and reinforce the existing eight mile 12 kV electric distribution line (the San Luis Obispo 1104 Circuit) which currently serves Applicant and add a second 12 kV electric distribution circuit from the San Luis Obispo Substation to Applicant's property. For much of the distance, the San Luis Obispo 1104 Circuit will be upgraded in place and the new circuit will be constructed on the same pole line within the existing right of way. However, portions of the project will consist of two separate poles lines located in a parallel direction along slightly different routes. For the portions of the San Luis Obispo 1104 Circuit which are underground, the second distribution circuit will be installed underground, parallel to the existing line. Additional rights of way may be needed to accommodate the reinforcement of the existing circuit and the installation of the new circuit in this area. The existing 1104 load will be balanced between the two circuits to provide Applicant with 7 MW of capacity on each circuit.

In addition to the line reinforcement work, PG&E will install a second, separatelymetered 12 kV underground electric service to Applicant.

# <u>Exhibit B</u> Cost Breakdown

Following is PG&E's preliminary cost estimate

(a)	Substation Work	\$ 500,000
(b)	Distribution Line Work	\$ 8,000,000
(c)	New Primary Service	\$ 22,000
(d)	Total (Cost Subject to Allowance): (a )+(b)+(c)	\$ 8,522,000
(e)	Allowance	\$3,002,267
(f)	Refundable Amount: $(d) - (e)$	\$5,519,733
(g)	50% Non-refundable Discount Payment: (f) x 50%	\$2,759,866
(h)	ITCC: (g) x 8%	\$220,789
(i)	Non-refundable Payment: $(g) + (h)$	\$2,980,655
(j)	Less Credit for Project Deposits	(\$ 75,000)
(k).	Non-refundable amount due upon signing: (i)-(j)	\$2,905,655

Notes:

1) Concurrent with the execution of this Agreement, Applicant shall pay PG&E the non-refundable amount set forth in this Exhibit B based upon this preliminary cost estimate. Applicant shall be responsible for any additional cost as determined in the final cost estimate or shall receive a refund from PG&E for any overpayment, if the final cost estimate, including any additional non-refundable costs as described in note (3), is less than the preliminary estimate. PG&E anticipates that the final cost estimate will be prepared in the second quarter of 2012.

2) A total credit of \$75,000 has been applied against the non-refundable payment, reflecting project deposits previously paid by customer.

3) In addition to non-refundable payment of \$2,905,655, Applicant shall be responsible for other non-refundable costs (e.g. right of way acquisition costs, conduit, substructure and excavation costs, inspection fees, cost of engineering and construction work related to interconnection and continued operation of applicant-owned, on-site electric generation), if any, pursuant to the standard provisions of PG&E's tariffs.

Advice 3990-E January 12, 2012

# Exhibit C Additional Terms and Conditions

1. <u>Commission Approval Required:</u> This Agreement is subject to the approval of the California Public Utilities Commission (Commission) and will not be deemed effective until and unless approved by the Commission. PG&E will promptly file a copy of the Agreement with the Commission, seeking approval of this Agreement. Applicant shall cooperate fully in support of PG&E's filing and support Commission approval of this Agreement.

2. <u>Commission Jurisdiction</u>: This Agreement shall be subject to all of PG&E's applicable tariff schedules on file with and authorized by the Commission and shall at all times be subject to such changes or modifications as the Commission may direct from time to time in the exercise of its jurisdiction.

3. <u>Standard Terms and Conditions:</u> Except as provided in item (4) below, the responsibilities, terms and conditions described in the standard provisions of PG&E's tariffs shall apply to PG&E and Applicant, and shall govern the performance of work under this Agreement. PG&E's applicable tariffs include, but are not limited to, the following:

- Electric Preliminary Statement J: "Income Tax Component Of Contributions Provision"
- Electric Rule 2: "Description of Service"
- Electric Rule 9: "Rendering and Payment of Bills"
- Electric Rule 15: "Distribution Line Extensions"
- Electric Rule 16: "Service Extensions"
- Electric Rule 21: Generating Facility Interconnections
- Electric Form Number 62-0980: "Distribution and Service Extension Agreement"
- Electric Form Number 62-0982: "Distribution and Service Extension Agreement Provisions"

4. <u>Modified Terms and Conditions</u>: Pursuant to PG&E's Electric Rule 15, subsection I.3. and Electric Rule 16, Section G, the following modified terms and conditions shall apply to the performance of work under this Agreement.

a) The cost of the work performed by PG&E as described in Exhibit A shall be considered a "refundable amount" as that term is described in Electric Rule 15, Subsection D.5.

b) In lieu of contributing this refundable amount, Applicant shall contribute, on a non-refundable basis, fifty percent (50%) of the refundable amount in addition to other non-refundable amounts as required under the standard provisions of the tariffs.

5. <u>Payment Adjustments:</u> Applicant acknowledges that PG&E's Distribution and Service Extension Agreement- Provisions (Electric Form Number 62-0982) includes terms relating to Payment Adjustments as set forth in Paragraph 11, which may apply to this Agreement under the conditions specified therein. These conditions include, without limitation, the following:

*Contract Compliance:* If after one (1) year following the date PG&E is first ready to serve loads for which the allowance was granted, Applicant fails to take service, or fails to use the service contracted for, Applicant shall pay to PG&E an additional contribution.

*Excess Facilities:* If the loads provided by Applicant result in PG&E having installed facilities which are in excess of those needed to serve the Applicant's actual load, Applicant may be required to pay (a) PG&E's estimated cost to remove, abandon, alter, or replace the excess facilities, less the estimated salvage for any or removed facilities, or (b) Special Facilities charges in accordance with PG&E's Rule 2 for facilities that PG&E installed, reinforced, enlarged, or replaced in anticipation of Applicant's proposed load, which are in excess of those facilities needed to serve Applicant's actual load.

6. <u>ITCC:</u> All contributions and advances made by Applicant are taxable and shall include Income Tax Component of Contribution. Consistent with Electric Preliminary Statement J and Electric Rule 15.D.4 and Electric Rule 16.E.4.c, PG&E's cost estimate applies the 8% ITCC tax rate currently in effect. If the Internal Revenue Service determines that facilities on this project which are not placed into service in 2011 are subject to a different tax rate, Applicant shall be responsible for any additional tax, or shall receive a refund from PG&E for any overpayment of the tax.

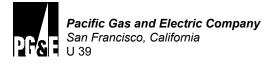
# CALIFORNIA PUBLIC UTILITIES COMMISSION

# ADVICE LETTER FILING SUMMARY

ENERGY UTILITY

MU	JST BE COMPL	ETED BY UTILITY (At	tach additional pages as needed)
Company name/CPUC	Utility No. <b>Paci</b> f	fic Gas and Electric	Company (ID U39 E)
Utility type:		Contact Person: Gre	eg Backens
☑ ELC □ GAS		Phone #: 415-973-4	390
□ PLC □ HEAT	□ WATER	E-mail: gab4@pge.c	
	TION OF UTILITY T	•	(Date Filed/ Received Stamp by CPUC)
	GAS = Gas □		
		WATER = Water	
Advice Letter (AL) #: 39			Tier: <u>3</u>
Subject of AL: <u>Electri</u> Company		Exceptional Case A	greement for Plains Exploration and Production
Keywords (choose from		Contracts, Rules	
AL filing type: □ Month	ly 🗆 Quarterly	🗆 Annual 🗹 One-Tir	ne 🗆 Other
If AL filed in compliance	e with a Commis	ssion order, indicate i	relevant Decision/Resolution #: <u>N/A</u>
Does AL replace a withd	lrawn or rejecte	d AL? <u>No.</u> If so, iden	tify the prior AL: <u>N/A</u>
Summarize differences	between the AL	and the prior withdra	awn or rejected AL: <u>N/A</u>
Is AL requesting confide	ential treatment	? <u>No.</u>	
If so, what information i	is the utility see	king confidential trea	tment for: <u>N/A</u>
Confidential information	n will be made a	vailable to those who	have executed a nondisclosure agreement: $N/A$
Name(s) and contact inf the confidential informa		person(s) who will pr	ovide the nondisclosure agreement and access to
Resolution Required? ☑	ÍYes □No		
Requested effective date	e: February 11,	2012	No. of tariff sheets: <u>N/A</u>
Estimated system annu	al revenue effec	et (%): <u>N/A</u>	
Estimated system avera	ge rate effect (%	б): <u>N/A</u>	
When rates are affected (residential, small comm			owing average rate effects on customer classes ng).
Tariff schedules affected	1: Electric Rule	<u>s 15 and 16</u>	
Service affected and cha	anges proposed:	Non-standard exten	sion agreement for electric service.
· •			ng this AL are due no later than 20 days after the ission, and shall be sent to:
CPUC, Energy Division		Pacif	ic Gas and Electric Company
Tariff Files, Room 4005			Brian K. Cherry, Vice President, Regulation and Rates cale Street, Mail Code B10C
DMS Branch 505 Van Ness Ave., San Fran	ncisco, CA 94102	<b>P.O.</b> 1	Box 770000
jnj@cpuc.ca.gov and mas@cj			Stancisco, CA 94177 il: PGETariffs@pge.com

Cal P.U.C. Sheet No.	Title of Sheet	Cancelling Cal P.U.C. Sheet No.
31155-E	LIST OF CONTRACTS AND DEVIATIONS (Continued) Sheet 25	29745-E
31156-E	ELECTRIC TABLE OF CONTENTS Sheet 1	30763-E
31157-E	ELECTRIC TABLE OF CONTENTS MAPS, CONTRACTS AND DEVIATIONS Sheet 21	30679-E



	Revised
Cancelling	Revised

Cal. P.U.C. Sheet No. Cal. P.U.C. Sheet No.

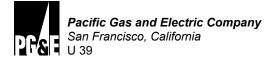
31155-Е 29745-Е

LIST OF CONTRACTS AND DEVIATIONS She (Continued)					Sheet 25	
Name and Location of Customer	_		- · · ·		comparable ılar Tariff	
PG&E Installation Reference No.	Type or Class ofService	Execution and Expiration Dates	Commission Authorization <u>Number and Date</u>	Schedule or <u>Rule No.</u>	Contract <u>Difference</u>	
MISSION TRAIL REGION (Cont Other Customers (Cont'd.)	'd.)					
Qume Corp. International Business Park in San Jose	Coml	4-10-79 		Rule 2	Cost of Ownership Charge	
Santa Maria Radiology Lab Santa Maria	Coml	5-22-79 		Rule 2	Cost of Ownership Charge	
Peninsula Volunteers, Inc. Menlo Park	Domestic	11-1-79 	Res. E-1876 4-2-80	Rule 18	Master Metered	
Union Oil Company Santa Maria	General Services	5-5-88 5 Years	D.88-08-056 8-24-88	E-20	Special Rate	
Union Oil Company Santa Maria	General Services	12-27-91 	D.90-12-128 12-27-90	E-20	Special Rate Amendment	
Marilyn Creer Canada Road	Domestic	9-1-92	Res. E-3260 3-31-92	Rule 15 Sect. E7	Uneconomic Line Purchase	
TCI Cablevision of California, Inc. Santa Clara, Santa Cruz, and Monterey Counties	New Business	11-27-02 3 Years	Res. E-3819 Advice 2314-E	Rule 15 and Rule 16	Designated Workgroup Agreement	
MetroFi, Inc. Mountain View	Coml	9-7-04	Res. E-3899 Advice 2551-E	Schedule A-1	Unmetered Electric Service	
Natural Selection Foods, LLC San Benito	Coml/Ind/Ag	8-31-10 Indefinite	GO-96B, Section 7.1	Rule 15	Facility Agreement	
Plains Exploration and Production Company	Commercial	12-20-11 Indefinite	To Be Completed Upon Commission Authorization	Rule 15 Rule 16	Non-standard line extension agreement	(N) (N) (N)

\*1 to \*4 See last page of Electric Contracts and Deviations Section for explanation of footnotes.

(Continued)

Date Filed Effective Resolution No. January 12, 2012 April 19, 2012



Advice Letter No: 3990-E Decision No.

1H5

Date Filed Effective Resolution No. January 12, 2012 April 19, 2012

# CAL P.U.C. SCHEDULE TITLE OF SHEET CAL P.U.C. Title Page 31156-E (T) Rate Schedules 31131,31132,30764,31134,31135,31136,30751,29897,31137-E (T) Preliminary Statements 31138,29900,30376,30844,31139,30846,30870-E (T) Rules 30402,30473,31153-E 31157-E (T) Sample Forms 30680\*,30353,30372,31154,30354,30740,30513,30682,30833,30683,29920,29921-E (T)

**ELECTRIC TABLE OF CONTENTS** 

Cancelling

Revised

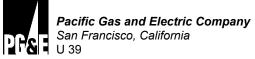
Revised

Cal. P.U.C. Sheet No.

Cal. P.U.C. Sheet No.

31156-Е 30763-Е

Sheet 1



31157-E 30679-E

		ELECTRIC TABLE OF CONTENTS APS, CONTRACTS AND DEVIATIO		Sheet 21
		TITLE OF SHEET	CAL P. SHEET	-
	N	laps, Contracts and Deviations		
ERVICE AREA I	MAPS			
•				
Map A		ility District/Surprise Valley		
Мар В Мар С		oal Utility District urlock Irrigation District		
Map D				
Map E				
Map F	Redding			
Map G				
Map H				
Map I Map J		y, Monterey County		
				(Continued)
vice Letter No:	3990-E	Issued by	Date Filed	January 12, 2
ecision No.		Brian K. Cherry	Effective	April 19, 2

Brian K. Cherry Vice President Regulation and Rates Effective Resolution No.

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

AT&T Alcantar & Kahl LLP Ameresco Anderson & Poole BART Barkovich & Yap, Inc. Bartle Wells Associates Bloomberg Bloomberg New Energy Finance Boston Properties Braun Blaising McLaughlin, P.C. Brookfield Renewable Power

CA Bldg Industry Association **CLECA Law Office CSC Energy Services** California Cotton Ginners & Growers Assn California Energy Commission California League of Food Processors California Public Utilities Commission Calpine Cardinal Cogen Casner, Steve Center for Biological Diversity Chris, King City of Palo Alto City of Palo Alto Utilities Citv of San Jose City of Santa Rosa **Clean Energy Fuels** Coast Economic Consulting Commercial Energy Consumer Federation of California Crossborder Energy Davis Wright Tremaine LLP

Day Carter Murphy Defense Energy Support Center

Department of Water Resources Dept of General Services Douglass & Liddell Downey & Brand **Duke Energy Economic Sciences Corporation** Ellison Schneider & Harris LLP Foster Farms G. A. Krause & Assoc. **GLJ** Publications GenOn Energy, Inc. Goodin, MacBride, Squeri, Schlotz & Ritchie Green Power Institute Hanna & Morton Hitachi In House Energy International Power Technology Intestate Gas Services, Inc. Lawrence Berkeley National Lab Los Angeles Dept of Water & Power Luce, Forward, Hamilton & Scripps LLP MAC Lighting Consulting MBMC. Inc. MRW & Associates Manatt Phelps Phillips McKenzie & Associates Merced Irrigation District Modesto Irrigation District Morgan Stanley Morrison & Foerster NLine Energy, Inc. NRG West NaturEner Navigant Consulting

Norris & Wong Associates North America Power Partners North Coast SolarResources Northern California Power Association Occidental Energy Marketing, Inc. OnGrid Solar Praxair R. W. Beck & Associates RCS, Inc. Recurrent Energy SCD Energy Solutions SCE SMUD SPURR

San Francisco Public Utilities Commission Seattle City Light Sempra Utilities Sierra Pacific Power Company Silicon Valley Power Silo Energy LLC Southern California Edison Company Spark Energy, L.P. Sun Light & Power Sunshine Design Sutherland, Asbill & Brennan **Tabors Caramanis & Associates** Tecogen, Inc. Tiger Natural Gas, Inc. TransCanada **Turlock Irrigation District** United Cogen Utility Cost Management **Utility Specialists** Verizon Wellhead Electric Company Western Manufactured Housing Communities Association (WMA) eMeter Corporation