

PUBLIC UTILITIES COMMISSION

505 VAN NESS AVENUE  
SAN FRANCISCO, CA 94102-3298

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September 29, 2005

Advice Letter 2695-E

Ms Rose de la Torre  
Pacific Gas and Electric Company  
77 Beale Street, Room 1088  
Mail Code B10C  
San Francisco, CA 94105

**Subject: Resource Adequacy Capacity Contract Language for Pacific Gas and Electric Company's Electric Portfolio**

Dear Ms de la Torre:

Advice Letter 2695-E is effective September 22, 2005. A copy of the advice letter is sent herewith for your records.

Sincerely,

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

Sean H. Gallagher  
Director  
Energy Division



**Pacific Gas and  
Electric Company®**

**Brian K. Cherry**  
Director  
Regulatory Relations

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August 3, 2005

**Advice 2695-E**  
(Pacific Gas and Electric Company ID U 39 E)

Public Utilities Commission of the State of California

**Subject:** Resource Adequacy Capacity Contract Language for Pacific Gas and Electric Company's Electric Portfolio

**Action Requested**

Pacific Gas and Electric Company (PG&E) hereby submits for approval its proposed Resource Adequacy Capacity Product (RA or RA Capacity Product) contract language to the California Public Utilities Commission (Commission or CPUC). This filing requests approval of 1) the attached RA language (Attachment 1) as reasonable, in compliance with PG&E's approved procurement plan; and 2) that volumes procured in accordance with this definition will count towards resource adequacy requirements (RAR) and the costs associated with the RA Capacity Product are authorized for recovery through PG&E's Energy Resource Recovery Account (ERRA). PG&E requests that Energy Division issue a letter expeditiously approving this modified product definition by September 2, 2005, to allow adequate time for PG&E to fulfill its incremental RA portfolio need for 2006.

**Background and Purpose**

The purpose of this Advice Letter is to establish a bridging strategy that will allow PG&E to begin to contract now for a RA Capacity Product to satisfy 2006 RAR, while Commission action on the final RAR requirements is pending. It does not appear that the Commission's RAR process will result in a final decision that will provide adequate definition of the RA product and all associated requirements this year and PG&E is obligated under Decision (D.) 04-01-050 to begin compliance with the RAR standards starting in June 2006. In order to provide PG&E sufficient lead time to procure sufficient RA product to satisfy RAR requirements by June and throughout the summer of 2006, PG&E proposes that the Commission approve on an interim basis the RA Capacity Product that is included with this Advice Letter and find that it will fully satisfy RAR for 2006. PG&E's expectation is that the RA Capacity Product proposed herein will ultimately satisfy the RAR requirements that will be adopted. However, given the interim nature of the authorization that is requested, any differences ultimately

approved by the Commission in the RA decision will be implemented on a prospective basis.

Energy Division originally approved PG&E's use of a "Resource Adequacy Product" via Advice Letter 2615-E, containing PG&E's Updated 2005 Short-Term Procurement Plan, which was submitted in compliance with D. 04-12-048.<sup>1</sup>

Since that approval was issued, PG&E has determined, in consultation with market participants, that such Resource Adequacy Product definition is not clear or complete enough for most generators to obligate themselves to offering RA services. One major concern with the currently-approved definition centers on agreement in advance to yet-to-be-determined obligations to the California Independent System Operator (CAISO). This concern became apparent earlier this year when PG&E sought products through PG&E's Intermediate-Term Request for Offer (RFO) for 2006 through 2008 for shapeable energy and a complementary RA product (both bundled with and unbundled from energy). Based on RFO market feedback, PG&E concluded that, with the exception of a few generators wanting to sell the full energy output and an associated RA product from specific units, counterparties were reluctant to offer the Resource Adequacy product because of the following combination of factors:

1. PG&E specified that the seller's obligation was to provide an RA-compliant product, even though the obligations have not been fully defined;
2. Sellers commented that there remained a lack of clarity on how the requirements would ultimately be implemented by the CAISO; and
3. PG&E specified that payments to the generator for the RA product would be made only after a) the CPUC ruled that the product was eligible for counting towards a Load Serving Entity's (LSE's) RAR; and b) the CAISO was able to implement the service.

The end result from this competitive solicitation was that many parties were reluctant to price a stand-alone (i.e., unbundled from energy) RA capacity product given the lack of clarity on contract terms and conditions, their obligations to the CAISO and their uncertain revenues. While removing 100 percent of RA capacity product definition ambiguities may not be practical at this point, the more clearly obligations to provide RA can be specified, the better chance there is for market participation.

To define the more meaningful RA Capacity Product definition proposed herein, PG&E considered the illustrative Silicon Valley Leadership Group (SVLG)<sup>2</sup>

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<sup>1</sup> In Advice 2615-E, a Resource Adequacy Product is defined as "A capacity product intended to meet the resource adequacy obligations created in D.04-01-050 and D.04-10-035. ... A more refined definition of a Resource Adequacy Product will be determined during Phase II of the Resource Adequacy Phase..."

<sup>2</sup> Formerly known as Silicon Valley Manufacturing Group (SVMG).

capacity product contract language,<sup>3</sup> and modified it to reflect PG&E's need to secure a stand alone RA product for 2006 procurement and to incorporate market participant feedback.<sup>4</sup> The RA Capacity Product definition provided in Attachment 1 reflects PG&E's best attempt to deal with the most critical product definition issues. PG&E's proposed definition is both implementable and complete enough to be used in practice, at least for satisfying 2006 RAR.

Securing a RA capacity product definition to which the market can competitively respond<sup>5</sup> is an important near-term issue for PG&E as it works towards satisfying its 2006 RAR. While the Phase II RA workshop report cited illustrative language for a standard RA capacity product (as noted above), these workshops discussed only basic RA product principles and did not attempt to finalize RA product definition language. Therefore, sufficient record in that proceeding may not exist for the Phase II decision to adopt standard and complete RA capacity product language. Even if that decision could adopt such language, it is likely that it would be unable to do so in a useful timeframe for meeting 2006 RA demonstration needs due to the many issues under consideration in that phase of R.04-04-003. Therefore, PG&E is filing this simplified RA Capacity Product language for Energy Division approval so that PG&E can pursue contracting for Summer 2006 needs on a timely basis. PG&E encourages the Energy Division and parties to:

- Support PG&E's simplified standard RA Capacity Product language for PG&E's and the market's use in meeting 2006 RAR;
- Continue to work together in a separate forum to resolve more complex issues associated with standard RA capacity contract language that could be used going forward to address the full range of resources and issues.

PG&E's proposed product definition is not intended to pre-empt any existing or future efforts of the CPUC to define a more complete RA capacity product. Additionally, approval of this RA Capacity Product does not predetermine the outcome of any issues ongoing at the CPUC or CAISO in regards to RA or the CAISO's market redesign effort (MRTU). Approval of this RA Capacity Product merely provides LSEs a means of compensating contracted generators for a capacity obligation to the CAISO that may currently be missing from the market. PG&E expects that, with approval of the RA product proposed herein, it can increase the likelihood of a positive market response to a solicitation for the product. By contracting for a specific RA-only product, PG&E may be able to reduce the number of additional firm liquidated damages (LD) energy/energy

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<sup>3</sup> The reference contract language is contained in the Phase II Workshop Report, as Appendix B. The RA Phase II workshop report issued June 10, 2005, noted that "parties supported the SVMG working proposal and there was agreement among parties that the SVMG proposal is consistent with the CPUC staff/CAISO proposal (RA Phase II Workshop Report, page 29). This was the basis for PG&E using this document as a starting point.

<sup>4</sup> including IEP, CAISO, TURN and ORA.

<sup>5</sup> PG&E is referring to an RA product definition that can be used for transacting prior to a final Phase II decision which may provide the product clarity necessary.

option contracts<sup>6</sup>, which, without the RA-only product, may be the best available product for satisfying 2006 RAR.

### **PG&E's Upcoming RFO for 2006 RA**

PG&E requests that RA Capacity Product transactions that are executed pursuant to the definition in Attachment 1 are deemed reasonable for RA procurement, will count towards 2006 RAR, and are in compliance with PG&E's approved procurement plan. After the Commission issues its RA Phase II decision, any successor RA Capacity Product definition would be used for RA capacity transactions going forward, and would have no impact on any transactions executed to date under the RA Capacity Product definition proposed herein by PG&E.

Because it is imperative to begin closing the RA capacity position for 2006 as soon as possible, PG&E has prepared a RFO to purchase products with the intent of satisfying 2006 RAR. This RFO may solicit offers for the following products:

1. Unit Specific RA Capacity Product alone (unbundled RA Capacity Product);
2. High strike price option (firm LD with associated energy);
3. Unit Specific, Bundled product (unit contingent energy plus the RA Capacity Product); and
4. Unit Specific, Bundled product at a very high strike price (unit contingent energy plus the RA Capacity Product)

This product slate should provide PG&E the flexibility to select its preferred products, given the uncertainties surrounding the market response to each of these products, as well as the uncertainty of a RA product and eligibility rules for 2006 that have not yet been fully defined by the Commission. PG&E will submit results from this RFO for Commission review in its quarterly procurement transaction reports for the applicable quarter, given the contracts will be executed in accordance with PG&E's approved procurement plan.

### **Basic RA Capacity Product Definition**

The attached RA Capacity Product definition contains the major elements necessary for 2006 RA procurement. Features include the following:

- A clearly cited RA commitment obligation as defined in the Resource Adequacy Phase I Decision (D.04-10-035);

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<sup>6</sup> The reduction in firm LD contracts is only in regards to those that are additionally signed with the primary purpose of satisfying 2006 RAR.

- The specified RA unit(s) is subject to CAISO dispatch for all hours in the operating day (as defined in Section 2.1a of Attachment 1) during the specified Delivery Period;
- The obligation is solely CAISO dispatch, with no energy call rights by the Buyer;
- CAISO's dispatch rights are explicitly defined in Section 3, and Seller ensures that the capacity is subject to FERC's must-offer obligation (MOO) as long as it is in place. It also defines the CAISO's call rights in the event MOO is no longer in place and before the CAISO's MRTU is implemented.
- Prohibits the Seller to commit the identified capacity to any other party other than Buyer for RA purposes<sup>7</sup>.

PG&E's simplified RA Capacity Product does not seek the following types of resources which have eligibility and implementation issues that may require further product definition language or policy decisions. Accordingly, PG&E opted not to pursue these attributes for its upcoming RA solicitation.

- Imports<sup>8</sup>
- Dynamically Scheduled Units<sup>9</sup>
- Partial Units or Pooling of Units<sup>10</sup>

A fully-defined RA capacity product should be able to address all resource types, including those mentioned above. PG&E looks forward to working with market participants to fully define a RA capacity product in a separate forum, after this simplified RA Capacity Product is approved.

Note that commercial contract terms that are not part of the attached RA Capacity Product definition but would be included as part of PG&E's transaction confirmation include (but are not limited to) the following: credit provisions, contract term, indemnity, return of payment under specified conditions (e.g., MOO), dispute resolution and billing.

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<sup>7</sup> Unless through a Reliability Must Run (RMR) Condition 1 unit which is already being sold to the ISO directly.

<sup>8</sup> Main unresolved issue is allocation of intertie capacity

<sup>9</sup> These represent units outside the CAISO control area that the CAISO is able to track and dispatch, and one issue could be the allocation of intertie capacity.

<sup>10</sup> If procedures are in place and implemented to allow partial or pooling of units for RA purposes, PG&E will consider partial or pooled units in its RA solicitations but does not want this advice letter delayed to resolve such issues. Issues include how the CAISO evaluates pools of units when assessing to what extent local RA requirements are met, and allocation of penalties at the unit level, if they are created. Therefore, for its upcoming solicitation, PG&E is only considering the full RA capability from units.

**Expedited Treatment**

It is important for the Energy Division to act promptly on this request. Accordingly, PG&E requests Energy Division, upon expiration of the protest period and receipt of any response to such protests, to issue a letter approving or denying PG&E's proposed RA Capacity Product language by September 2, 2005. Such expedited treatment is necessary to provide PG&E with the tools needed to forward contract for the product in both an efficient and meaningful manner.

Upon Energy Division approval of this RA Capacity Product, PG&E, in continued consultation with its Procurement Review Group (PRG), which supports PG&E's 2006 RA procurement strategy and approval of this RA Capacity Product definition, can implement its 2006 RA strategy as described in this filing.

**Protest Period**

Anyone wishing to protest this filing may do so by sending a letter by **August 23, 2005**, which is 20 days from the date of this filing. The protest must state the grounds upon which it is based, including such items as financial and service impact, and should be submitted expeditiously. Protests should be mailed to:

IMC Branch Chief – Energy Division  
California Public Utilities Commission  
505 Van Ness Avenue, 4<sup>th</sup> Floor  
San Francisco, California 94102  
Facsimile: (415) 703-2200  
E-mail: [jjr@cpuc.ca.gov](mailto:jjr@cpuc.ca.gov) and [ijnj@cpuc.ca.gov](mailto:ijnj@cpuc.ca.gov)

Protests also should be sent by e-mail and facsimile to Mr. Jerry Royer, Energy Division, as shown above, and by U.S. mail to Mr. Royer at the above address. The protest should be sent via both e-mail and facsimile to PG&E on the same date it is mailed or delivered to the Commission at the address shown below.

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

**Effective Date**

PG&E is requesting that Energy Division approve this advice letter by **September 2, 2005** so that PG&E can begin implementing its plan to secure adequate RA for summer 2006.

**Notice**

In accordance with General Order 96-A, Section III, Paragraph G, a copy of this advice letter excluding the confidential appendices is being sent electronically and via U.S. mail to parties shown on the attached list and the service list for Rulemaking (R.) 01-10-024, R. 04-04-003. Address change requests 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/>

*Brian K. Cherry*

Director - Regulatory Relations

cc: Service List - R. 01-10-024, R.04-04-003

**Attachments**

Attachment 1 – Proposed RA Capacity Product

# 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)**

Utility type:

ELC       GAS  
 PLC       HEAT     WATER

Contact Person: Bernard Lam

Phone #: (415) 973-4878

E-mail: bxlc@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) #: **2695-E**

Subject of AL: Resource Adequacy Capacity Contract Language for Pacific Gas and Electric Company's Electric Portfolio

Keywords (choose from CPUC listing): Procurement, Capacity, Portfolio

AL filing type:  Monthly  Quarterly  Annual  One-Time  Other \_\_\_\_\_

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

Does AL replace a withdrawn or rejected AL? If so, identify the prior AL: N/A

Summarize differences between the AL and the prior withdrawn or rejected AL<sup>1</sup>: \_\_\_\_\_

Resolution Required?  Yes  No

Requested effective date: **9/2/2005**

No. of tariff sheets: 0

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: None

Service affected and changes proposed<sup>1</sup>: N/A

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

**Protests 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**  
**Attention: Tariff Unit**  
**505 Van Ness Ave.,**  
**San Francisco, CA 94102**  
**jjr@cpuc.ca.gov and jnj@cpuc.ca.gov**

**Pacific Gas and Electric Company**  
**Attn: Brian K. Cherry**  
**Director, Regulatory Relations**  
**77 Beale Street, Mail Code B10C**  
**P.O. Box 770000**  
**San Francisco, CA 94177**  
**E-mail: PGETariffs@pge.com**

<sup>1</sup> Discuss in AL if more space is needed.

## Resource Adequacy Capacity Product Definition

### 1. Definitions:

- 1.1 “Resource Adequacy (“RA”) Capacity Product, or RA Capacity” means the qualified and deliverable capacity from Unit(s) that can be counted toward Buyer’s Resource Adequacy Requirements (“RAR”) as described in D.04-10-035, and as may be amended from time to time by the California Public Utilities Commission (“CPUC”) in the Resource Adequacy phases of Rulemaking 04-04-003 or by any successor proceeding, and all other resource adequacy requirements established by any other regional entity responsible for RAR. RA Capacity does not confer to Buyer any right to the Contract Quantity of Seller’s Unit(s) other than the right to count such Contract Quantity toward Buyer’s RAR during the Delivery Period. Specifically, no energy associated with Seller’s Unit(s) is required to be made available to Buyer as part of this RA Capacity obligation, and Buyer shall in no way be responsible to compensate Seller for any commitments to CAISO as set forth in this Transaction.
- 1.2 “Contract Quantity” means the amount of RA Capacity as set forth in this Transaction.
- 1.3 “Unit” or “Units” shall mean the generation assets described as follows [Note: to be repeated for each Unit if more than one.]:

Name: \_\_\_\_\_  
Location: \_\_\_\_\_  
Substation Name (point of interconnection with the California Independent System Operator (“CAISO”) Controlled Grid) (“Substation”): \_\_\_\_\_  
Current CAISO Zone in which Substation resides: \_\_\_\_\_

### 2. Representation and Warranties:

- 2.1 Seller and Buyer represent and warrant that throughout the Delivery Term they shall take all commercially reasonable actions and execute any and all documents or instruments reasonably necessary to ensure Buyer’s right to the use of the Contract Quantity for the sole benefit of Buyer’s RAR. Such commercially reasonable actions may include but are not be limited to the following:
- A. Cooperating with and encouraging the regional entity responsible for resource adequacy administration to certify or qualify the Contract Quantity for RAR purposes. This includes meeting requirements established by the CPUC in its resource adequacy counting protocols, including demonstration of the ability to deliver the Contract Quantity over all hours required for full RAR eligibility, and demonstrating that the Contract Quantity can be delivered to

the CAISO Controlled Grid, pursuant to “deliverability” standards established by the CPUC or other regional entity or entities responsible for RA administration;

- B. Negotiating in good faith to make necessary amendments, if any, to this Transaction to conform this Transaction to subsequent clarifications, revisions or decisions rendered by the CPUC or regional entity or entities responsible for RA administration, so as to maintain the benefits of the bargain struck by the Parties; and
- C. Using “Good Utility Practice,” as defined in the CAISO Tariff, with respect to maintenance of Unit(s); however, such commercially reasonable actions shall not include any obligation that the Seller undertake capital improvements, facility enhancements, or the construction of new facilities.

2.2 Seller represents and warrants that throughout the Delivery Term:

- A. Seller has ownership of, or a demonstrable exclusive right<sup>1</sup> to control the Unit(s) located within the CAISO Control Area or connected to the CAISO Controlled Grid;
- B. Buyer has the exclusive right to count the Contract Quantity from Unit(s) toward Buyer’s RAR;
- C. No portion of the Contract Quantity has been committed by Seller to any third party in order to satisfy RAR, or analogous obligations in other markets, unless through a Reliability Must Run (“RMR”) contract between Seller and CAISO;
- D. Should Seller schedule Contract Quantity as energy outside the CAISO, or commit energy to a third party in a manner that would result in scheduling up to the Contract Quantity as energy outside the CAISO, it shall do so only as allowed by, and in accordance with, the CAISO Tariff and final RA rules approved by the CPUC; and
- E. Seller shall abide by all applicable CAISO rules and procedures approved by the FERC, and RA rules approved by the CPUC.

3. CAISO Dispatch Requirements:

- 3.1 Unless Unit(s) are forced out of service, are undergoing planned maintenance or are affected by an event of force majeure that results in a partial or full outage, Seller shall commit the full remaining Contract Quantity to the CAISO in compliance with one or more of the following:

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<sup>1</sup> Such rights for RA could be acquired through bilateral contracting.

- A. Seller shall Self-Schedule the Contract Quantity for energy delivery within the CAISO control area; if Seller schedules less than the full Contract Quantity, the remaining Contract Quantity will be subject to provisions of 3.1B, C or D below;
- B. Seller shall bid the Contract Quantity<sup>2</sup> into CAISO Day-Ahead energy market for all hours of the operating day when such a market is established, and if such bids are cleared in such CAISO Day-Ahead energy market, shall provide the Contract Quantity to the CAISO in accordance with CAISO Tariff; however, if the Contract Quantity is not cleared in such CAISO Day-Ahead energy market, Seller shall submit remaining Contract Quantity volumes into the Hour-Ahead energy market (if such a market is established) and supplemental energy or Ancillary Service bids to the CAISO from such Unit(s) whose start-up time permits Unit(s) commitment in such markets. Seller's Unit(s) will remain available to CAISO through its Residual Unit Commitment ("RUC") process after each market closes, if such a process is developed. .
- C. If FERC's Must Offer Obligation ("MOO") is operative, Seller shall make all Unit(s) subject to MOO. In the event of a Must Offer Waiver Denial ("MOWD") by the CAISO, Seller shall submit supplemental energy or Ancillary Service bids<sup>2</sup> to the CAISO from the Unit(s); and/or
- D. If FERC's MOO is no longer operative and the CAISO has not implemented its Market Redesign Technical Update ("MRTU"), Seller shall make Unit subject to the same obligations to the CAISO and timelines that exist under the current MOO process. Seller shall submit Hour-Ahead (if it exists) and supplemental energy or Ancillary Services bids<sup>2</sup> for all hours for which the Unit(s) has been committed to the CAISO pursuant to the following rights granted by the Parties to the CAISO through this Transaction: (1) the CAISO shall have the right to call on any type of Unit(s) on a Day-Ahead basis; and (2) the CAISO shall have the right, on an intra-hour or Hour-Ahead basis, to call on supplemental energy and/or Ancillary Services from only those Unit(s) whose start-up time permits such a call. Seller shall then be compensated for minimum load costs, start-up costs, emission costs and the costs for additional energy and any Ancillary Services provided pursuant to this Section 3.1D by the CAISO through a successor tariff.

4. RA Capacity Delivery Point.

The Delivery Point for each Unit shall be the Substation Name for each Unit as set forth in Section 1.3.

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<sup>2</sup> The intent of referencing the CAISO Tariff is that Seller is not constrained on bidding energy or Ancillary Services prices other than what is contained in the CAISO Tariff, unless otherwise agreed by Buyer and Seller.

**PG&E Gas and Electric Advice  
Filing List  
General Order 96-A, Section III(G)**

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