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

December 6, 2007

Advice Letter 2718-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: Contract for Procurement of Renewable Energy Resources Resulting from Power Purchase Agreements Between Global Common and PG&E

Dear Mr. Cherry:

Advice Letter 2718-E is withdrawn as indicated in your letter dated July 31, 2006.

Sincerely,

Sean H. Gallagher, Director
Energy Division

Pacific Gas and Electric Company®

Brian K. Cherry
Director
Regulatory Relations

77 Beale Street, Room 1087
San Francisco, CA 94105

Mailing Address
Mail Code B10C
Pacific Gas and Electric Company
P.O. Box 770000
San Francisco, CA 94177

415.973.4977
Internal: 223.4977
Fax: 415.973.7226
Internet: BKC7@pge.com

September 28, 2005

Advice 2718-E

Pacific Gas and Electric Company ID U39 E

Public Utilities Commission of the State of California

Subject: **Contract for Procurement of Renewable Energy Resources Resulting from Power Purchase Agreements Between Global Common and PG&E**

I. PURPOSE

By this advice letter, Pacific Gas and Electric ("PG&E") seeks the California Public Utilities Commission's ("Commission" or "CPUC") approval of two power purchase agreements governing PG&E's purchase of energy and capacity from Global Common's 9 MW Chowchilla Facility and 9 MW El Nido Facility (the "Agreements"). The Commission's approval of the Agreements will authorize PG&E to accept future deliveries of incremental supplies of renewable resources and contribute towards the 20 percent renewables procurement goal required by California's RPS statute.[1]

PG&E requests that the Commission approve the Agreements by resolution that explicitly:

1. **Approves the Agreements in their entirety, including payments to be made by PG&E, subject to CPUC review of PG&E's administration of Agreements;**
2. **Finds that any procurement pursuant to these Agreements is procurement from an eligible renewable energy resource for purposes of determining PG&E's compliance with any obligation that it may have to procure eligible renewable energy resources pursuant to the California Renewables Portfolio Standard (Public Utilities Code Section 399.11 et seq.), Decision 03-06-071, or other applicable law;**
3. **Finds that any procurement pursuant to these Agreements constitutes incremental procurement by PG&E from an eligible renewable energy resource for purposes of determining PG&E's compliance with any obligation to**

[1] California Public Utilities Code section 399.11 et seq., as interpreted by D.03-07-061, the "Order Initiating Implementation of the Senate Bill 1078 Renewables Portfolio Standard Program", and subsequent CPUC decisions in Rulemaking (R.) 04-04-026.

increase its total procurement of eligible renewable energy resources that it may have pursuant to the California Renewables Portfolio Standard (Public Utilities Code Section 399.11 et seq.), Decision 03-06-071, or other applicable law;

4. **Finds that payments made under the Agreements and any indirect costs of renewables procurement identified in Section 399.15(a)(2) shall be recovered in rates.**
5. **Finds that the costs associated with these contracts are eligible for recovery through a non-bypassable charge over the life of the contracts consistent with the provisions of D.04-12-048.**

In D.04-12-048, the Commission recognized that long term renewable Agreements are undertaken by utilities such as PG&E as part of their obligation to procure resources sufficient to meet the state's reliability goals.[2] The Commission considered the equities at stake in the event customers were to leave utility service and the cost of procuring reliable power supply, including renewables, for departing load were imposed on remaining customers. It concluded that, "The threshold policy issue underlying cost responsibility surcharges is to ensure that remaining bundled ratepayers remain indifferent to stranded costs left by the departing customers."[3] It held that, "The utilities should be allowed to recover the net uneconomic costs of these commitments."[4] "... from all customers, which may require the application of additional cost responsibility surcharges or other non-bypassable surcharges."[5] For this reason, the cost of procurement under these Agreements should be eligible for recovery through a non-bypassable charge over the life of the contracts.

The Agreements, including the corresponding confirmation letters, are provided in Confidential Appendix A.

The Agreements will contribute towards PG&E's renewables procurement goals. Together, the Chowchilla and El Nido Agreements will provide approximately 146 GWh per year of energy (20% of PG&E's annual incremental requirement).

PG&E requests the Commission to issue a resolution no later than December 15, 2005, containing the findings highlighted above so that PG&E's contract for these two

[2] "Commission has now made the utilities responsible for ensuring local reliability, accelerated the resource adequacy requirement from 2008 to 2006, and adopted RPS target goals resulting in the solicitation of new renewable energy sources by the utilities. These initiatives, combined with the existing overhang of utility retained generation and long-term DWR contracts significantly limit the flexibility that the utilities have to quickly adjust their resource portfolios. All of these resource additions benefit all existing customers by improving reliability and promoting renewable energy development." (D.04-12-048 at 51.)
[3] (Id., finding of fact 28.)
[4] (Id., finding of fact 37.)
[5] (Id. finding of fact 33.)

renewable resources can remain in effect.[6] The requested form of approval is described in more detail under the heading, "Request for Commission Approval", below. The parties have agreed that if the Agreements are not approved by the CPUC within 180 days of the date that PG&E files for approval, the contracts may be terminated by either party.

The financial terms of the contracts were developed to reflect the facilities' receipt of federal production tax credits ("PTCs"). The expected commercial operation date of both facilities is prior to expiration of current PTC legislation.

In support of this request, the following confidential information is being submitted under seal. This material is also protected from public disclosure by the May 20, 2003 Protective Order issued in Rulemaking (R.) 01-10-024.[7]

<u>Appendix A – Power Purchase Agreements</u>

<u>Appendix B – Procurement Review Group (PRG) materials</u>

Appendix B 1 Overview of PRG presentations

Appendix B-2 06/28/2005 PRG presentation and PRG minutes

Appendix B-3 06/03/2005 PRG meeting minutes

II. DESCRIPTION OF THE PROJECTS

The following table summarizes the substantive features of the PPAs:

Generating Facility	Type	Term Years	MW Capacity	Location
Chowchilla	Biomass	15	9 MW	NP-15
El Nido	Biomass	15	9 MW	NP-15

The Global Common Chowchilla and El Nido facilities are biomass resources located in the NP-15 area of PG&E's service territory near Fresno. Both the Chowchilla and El Nido Agreements are the result of bilateral negotiations. Global Common did not offer either the Chowchilla or El Nido project in PG&E's 2004 RPS Solicitation because it had only recently acquired control of the facilities and Global Common was in discussions

[6] As provided by D.04-06-014, one of the non-modifiable standard terms of a PPA resulting from an RPS solicitation states that in order for an executed RPS PPA to be binding on the parties, the Commission must approve the Agreement and payments to be made thereunder, and find that the procurement will count toward PG&E's RPS procurement obligations, as either incremental procurement or procurement for baseline replenishment. (D.04-06-014, Appendix A, p. A-1.) This term was incorporated into the Agreements by the parties during bilateral negotiations so the utility could avoid a procurement obligation that the Commission did not find to be reasonable and recoverable in rates.

[7] Treatment of confidential information in the RPS rulemaking is to be consistent with the policies developed in the general procurement proceeding, R.01-10-024, and its successor, R.04-04-003. See, R.04-04-026, mimeo at 12.

with another entity at the time negotiations ensued. PG&E entered into negotiations because of the high likelihood that Global Common otherwise would have entered into a PPA with the other entity, denying PG&E's customers of the opportunity for this renewable resource. However, to ensure that its consumers would be no worse off from purchasing power from projects that were not offered through the competitive solicitation process, PG&E evaluated the Global Common projects using the evaluation methodologies provided in the RPS Solicitation Protocol, dated July 15, 2004, as if the Global Common projects had been submitted in response to PG&E's 2004 RPS solicitation. PG&E found that Chowchilla and El Nido would have been included in PG&E's 2004 "shortlist" of projects that merited negotiation with project proponents. This evaluation method shows that execution of the Agreements is consistent with the interest of PG&E's consumers even though Global Common's offer was not tendered through the 2004 RPS solicitation.

A copy of each of the Agreements is provided as Confidential Appendix A.

III. CONTRACT ANALYSIS

A. Consistency with PG&E's Adopted RPS Plan.

The Commission should evaluate the reasonableness of the Agreements in terms of their consistency with PG&E's renewable procurement plan, which was approved on June 30, 2004. As required by statute, the plan includes an assessment of supply and demand to determine the optimal mix of renewable generation resources, consideration of compliance flexibility mechanisms established by the Commission, and a bid solicitation setting forth the need for renewable generation of various operational characteristics.[8]

1. Fit with Identified Renewable Resource Needs

In its approved 2004 RPS Solicitation Protocol, PG&E's portfolio assessment showed a "medium" need for as-available and baseload resources beginning in 2007. The need for baseload resources was high in 2008. In order to meet the 20 percent renewable energy target by 2010, PG&E would require incremental energy deliveries from newly contracted resources at an average rate of approximately 700 to 800 GWh per year. Generation pursuant to the Agreements would be for a baseload product and would contribute significantly toward PG&E's annual RPS targets.

Consistency with PG&E's Long Term Procurement Plan

PG&E's long term procurement plan was filed within two weeks of approval of its 2004 RPS Plan and assumed the same moderate need for baseload resources as shown in PG&E's 2004 RPS plan. Since El Nido and Chowchilla will be providing a baseload product under the Agreements also contribute to meeting PG&E's long term needs.

Contract evaluation consistent with Least-Cost Best Fit (LCBF) decision.

---

[8] Pub. Util. Code sec. 399.14 subsec.(a)(3).

The RPS statute requires the "least cost, best fit" eligible renewable resources to be procured. The LCBF decision directs the utilities to use certain criteria in their bid ranking. It offer guidance regarding the process by which the utility ranks bids in order to select or "shortlist" the bids with which it will commence negotiations. The renewables bid evaluation process focuses on four primary areas:

1. Determination of market value of bid,
2. Calculation of transmission adders and integration costs,
3. Evaluation of portfolio fit, and
4. Consideration of non-price factors.

The reasonableness of each of the Chowchilla and El Nido Agreements was examined as a whole, in terms of their ultimate impact on utility customers. PG&E submits that each of the Agreements protects the interests of ratepayers while achieving the Commission's goal of increasing procurement from eligible renewable resources.

2. Market Valuation

In its "mark-to-market analysis" the present value of the seller's payment stream is compared with the present value of the product's market value to determine the benefit (positive or negative) from the procurement of the resource, irrespective of PG&E's portfolio. PG&E evaluates the contract price offered by the seller and indirect costs, such as the costs to the utility transmission system caused by interconnection of the resource to the grid or integration of the generation into the system-wide electrical supply.[9] The Agreements yielded a positive benefit under the mark-to-market analysis, which, in combination with the other RPS protocol criteria, would have placed it on PG&E's 2004 shortlist.

Consistent with use of the 2004 protocol and absent a Commission published 2005 Market Price Referent (MPR), the Agreement price was evaluated against the 2004 MPR. Although the negotiated contract price of these projects is above the 2004 MPR, it is still reasonable. When contract prices are above the MPR, the CPUC must consider whether the entire contract price is reasonable in consideration of all of the least cost, best fit bid evaluation factors.

To asses the reasonableness of these contracts, PG&E evaluated each Agreement using the least cost, best fit criteria approved in PG&E's 2004 RPS plan and compared the projects to other short-listed bids. These Agreements are noteworthy since they offer firm deliveries from a baseload resource. Based upon their major contract provisions, the Agreements compare favorably with previously submitted RPS contracts and offer value for customers as quantified by the 2004 RPS methodology. PG&E concluded that the contract price is reasonable.

3. Portfolio Fit

Portfolio fit considers how well an offer's features match PG&E's portfolio needs. This analysis includes the anticipated transaction costs involved in any energy remarketing (i.e., the bid-ask spread) if the contract adds to PG&E's net long position. Because these deliveries are anticipated to occur at a time when PG&E is experiencing moderate

[9] PG&E's RPS Renewable Energy Procurement Plan, June 24, 2004, page (p.)6, lines (ll.) 4-18.

need for baseload energy, the acceptance of these baseload deliveries should not result in significant remarketing costs.

B. Consistency with Adopted Standard Terms and Conditions.

The Commission set forth standard terms and conditions to be incorporated into RPS agreements in D.04-06-014. Standard Terms and Conditions identified in Appendix A of that decision as "may not be modified" have not been modified, except for removal of the "Seller Termination Right" and "PGC Funding Termination Event" standard term provisions. Both of these non-modifiable terms were removed because neither of the Agreements qualifies for Supplemental Energy Payments ("SEPs") from the California Energy Commission.

During the course of negotiations, the parties identified a need to modify some of the standard terms in order to reach agreement. These terms had all been designated as subject to modification upon request of the seller in Appendix A of D.04-06-014. Thus, even though the Agreements were reached through bilateral negotiations, they are consistent with the Commission's standard for contracts resulting from the RPS solicitation.

C. Consistency with the Transmission Ranking Cost decision

The RPS statute requires the "least cost, best fit" eligible renewable resources to be procured. Under the RPS program, the potential customer cost to accept energy deliveries from a particular project must be considered when determining a project's value for bid ranking purposes. PG&E's 2004 transmission ranking cost ("TRC") report identified the remaining available transmission capacity and upgrade costs for PG&E substations at which renewable resources are expected to interconnect.

PG&E determined that there was sufficient transmission capacity at the interconnection point for Chowchilla and El Nido and no transmission upgrades were needed for the two projects. Consequently, it was unnecessary to impute an additional cost to the consumer prior to evaluation of the proposed contract price.

D. Terms and conditions of delivery

Each facility will be its own scheduling coordinator. The point of delivery will initially be NP-15; however, the Agreements provide for an alternate point of delivery if the California Independent System Operator's current zonal delivery system is changed from zonal to nodal. No other transmission-related issue required accommodation in the Agreements.

E. Contract Price

The contract prices of the Agreements are confidential, market sensitive information that will not be publicly revealed. The levelized contract prices for the Agreements exceed the 2004 MPR. As described above, when the contracts are evaluated as a whole, their benefits compare favorably with the price of contracts resulting from PG&E's 2004 RPS solicitation.

F. Qualitative factors

PG&E considered qualitative factors as required by D.04-07-029. The projects did not claim any specific contributions to qualitative factors.

G. Project Milestones

Each Agreement identifies the construction start date and the commercial operation date of the applicable facility as guaranteed project milestones. For commercial reasons, PG&E cannot publicly disclose this information. However, the project milestones are feasible and indicate that the resource should be delivered no later than the proposed commercial operation date.

H. Project Viability

1. Financeability of resource.

It is PG&E's belief that the projects have a reasonable likelihood of being financed and completed as required by the Agreement and will be available to deliver energy by the guaranteed commercial operation date.

2. Production Tax Credit

The federal production tax credit, as provided in Section 45 of the Internal Revenue Code of 1986, as amended, would substantially benefit both the buyer and the seller under the Agreement.

3. Sponsor's creditworthiness and experience

The developer was required to provide credit-related information as part of its offer to PG&E. PG&E has reviewed this information and is satisfied that Global Common possesses the necessary credit and experience to perform as required by each of the Agreements.

4. Project Status

Chowchilla and El Nido are existing, but non-operating, biomass facilities. Both facilities operated under Qualifying Facilities contracts that were terminated in 1995. The sellers' obligation to meet all milestones is supported by security posted to PG&E consistent with the 2004 RPS protocol. .

IV. PRG Feedback

PG&E provided its PRG with reports on the progress of its negotiations with Global Common on two occasions. The first briefing occurred on June 3, 2005, followed by a presentation of the purchase power agreements on June 27, 2005. At the last briefing, PG&E described the process by which it evaluated the Chowchilla and El Nido projects and provided a comparison with shortlisted projects from PG&E's 2004 solicitation.

The PRG members have expressed general approval with the way PG&E has conducted the negotiations with Global Common and with resulting PPAs. None of the PRG members objected to the Agreements. The PRG supported PG&E moving forward with these Agreements. The PRG presentation and meeting minutes are provided as Confidential Appendix B.

V. Supplemental Energy Payments

Because Chowchilla and El Nido agreements are the result of bilateral negotiations rather than part of a competitive solicitation they will not be eligible for SEPs. If the contracts are approved by the Commission, bundled ratepayers will have to pay all costs, including any cost above the MPR.

VI. Request for Commission Approval

The continued effectiveness of the Agreements is conditioned on the occurrence of "CPUC Approval," as that term is defined in each of the Agreements. Time is of the essence in the Commission's consideration and approval of this advice letter.

Therefore, PG&E requests that the Commission issue a resolution no later than December 15, 2005 that:

1. Approves the Agreements in their entirety, including payments to be made by PG&E, subject to CPUC review of PG&E's administration of the Agreement;

2. Finds that any procurement pursuant to these Agreements are procurement from eligible renewable energy resources for purposes of determining PG&E's compliance with any obligation that it may have to procure eligible renewable energy resources pursuant to the California Renewables Portfolio Standard (Public Utilities Code Section 399.11 et seq.), Decision 03-06-071, or other applicable law;

3. Finds that any procurement pursuant to these Agreements constitutes incremental procurement or procurement for baseline replenishment by PG&E from an eligible renewable energy resource for purposes of determining PG&E's compliance with any obligation to increase its total procurement of eligible renewable energy resources that it may have pursuant to the California Renewables Portfolio Standard, Decision 03-06-071, or other applicable law;

4. Finds that any **payments made under the Agreements and** indirect costs of renewables procurement identified in Section 399.15 (a)(2) shall be recovered in rates; and

5. Finds that the costs associated with these contracts are eligible for recovery through a non-bypassable charge over the life of the contracts consistent with the provisions of D.04-12-048.

Protests

Anyone wishing to protest this filing may do so by sending a letter by October 18, 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:

CPUC Energy Division
Attention: Tariff Unit, 4th Floor
505 Van Ness Avenue
San Francisco, California 94102

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

Copies should also be mailed to the attention of the Director, Energy Division, Room 4005 and Jerry Royer, Energy Division, 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.

Pacific Gas and Electric Company
Attention: Brian 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

Effective Date:

PG&E requests that this advice filing become effective on **December 15, 2005.**

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 R.04-04-026. Non-market participants who are members of PG&E's Procurement Review Group and have signed appropriate Non-Disclosure Certificates will also receive the advice letter and accompanying confidential attachments by overnight mail. Address changes should be directed to Rose De La Torre (415) 973-4716. Advice letter filings can also be accessed electronically at:

http://www.pge.com/tariffs

Brian K. Cherry /BL

Director - Regulatory Relations

cc: R.04-04-026

Attachments

Limited Access to Confidential Material:

The portions of this advice letter so marked Confidential Protected Material are in accordance with the May 20, 2003 Protective Order in R. 01-10-024 Regarding Confidentiality of Pacific Gas and Electric Company (PG&E) Power Procurement Information. As required by that Order, reviewing representatives of Market Participating Parties will not be granted access to Protected Material, but will instead be limited to reviewing redacted versions of documents that contain Protected Material.

Confidential Attachments:

Appendix A	**Power Purchase Agreements**
Appendix B	**PRG materials**
Appendix B 1	Overview of PRG presentations
Appendix B-2	06/28/2005 PRG presentation and PRG minutes
Appendix B-3	06/03/2005 PRG meeting minutes

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:	Contact Person: Bernard Lam
☑ ELC ☑ GAS	Phone #: (415) 973-4878
☐ PLC ☐ HEAT ☐ WATER	E-mail: bxlc@pge.com

EXPLANATION OF UTILITY TYPE			(Date Filed/ Received Stamp by CPUC)
ELC = Electric	GAS = Gas		
PLC = Pipeline	HEAT = Heat	WATER = Water	

Advice Letter (AL) #: **2718-E**

Subject of AL: Contract for Procurement of Renewable Energy Resources Resulting from Power Purchase Agreements Between Global Common and PG&E

Keywords (choose from CPUC listing): Procurement, Contracts

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[1]: ____________

Resolution Required? ☑ Yes ☐ No

Requested effective date: **12/15/2005** 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[1]: 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

[1] Discuss in AL if more space is needed.

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 Texaco
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
Dynegy 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
Manatt, Phelps & Phillips
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
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
Transcanada
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