

PUBLIC UTILITIES COMMISSION

505 VAN NESS AVENUE
SAN FRANCISCO, CA 94102-3298



April 3, 2007

Advice Letter 2761-E

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

Subject: Interim Agreement Between Port of Oakland and PG&E Regarding 115 kV
POON Line (G.O. 96-A, Section X.B.)

Dear Ms. de la Torre:

Advice Letter 2761-E is effective December 21, 2005. A copy of the advice letter is returned herewith for your records.

Sincerely,

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

Sean H. Gallagher, Director
Energy Division

REGULATORY RELATIONS	
M Brown	Tariffs Section
R Dela Torre	D Poster
B Lam	M Hughes
APR 16 2007	
Return to _____	Records _____
cc. to _____	File _____



**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
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415.973.4977
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Internet: BKC7@pge.com

December 21, 2005

Advice 2761-E

(Pacific Gas and Electric Company ID U39 E)

Subject: Interim Agreement Between Port of Oakland and Pacific Gas and Electric Company Regarding 115 KV POON Line (G. O. 96-A, Section X.B.)

Public Utilities Commission of the State of California

Pacific Gas and Electric Company (PG&E) hereby submits to the California Public Utilities Commission (CPUC) in accordance with Section X. B. of General Order 96-A the Interim Agreement Between Port of Oakland (Port) and PG&E Regarding 115 KV Port of Oakland-Navy (POON) Line ("Interim Agreement").

Briefly stated, in 1992, the United States Navy, the Port, and PG&E entered into an agreement (POON Agreement) for the construction of a 115 KV line for service to the Port and the Navy. In 1995, the POON Agreement was amended to allocate capacity over the POON line to East Bay Municipal Utility District (EBMUD).

In the proposed Interim Agreement, the Port gives PG&E permission to construct certain facilities on Port property to connect to the POON line to provide transmission level service to Schnitzer Steel Industries (Schnitzer), a PG&E retail customer. The Interim Agreement allows PG&E to begin construction to serve Schnitzer while PG&E, the Port, the Navy, and EBMUD negotiate their changed needs for capacity on the POON line (resulting from closure of naval bases, such as Treasure Island, changes in EBMUD's development plans, and the Port's growth).

Background

The parties to this Interim Agreement are the City of Oakland, a charter city, and PG&E. The City of Oakland in this Interim Agreement is acting by and through its Board of Port Commissioners, and will for ease of reference be referred to as "the Port."

The Port of Oakland/Navy 115 KV transmission line (POON line) runs for not quite three miles over Port of Oakland (Port) property from PG&E's Substation C in Oakland to the Port's (Port) Davis and Cuthbertson Substations, which are located adjacent to each other on Port property. A map of the Port area,

showing the POON line is attached.

PG&E constructed the POON line in 1992 pursuant to a negotiated Rule 2 special facilities agreement among PG&E, the Port, and the U. S. Navy. PG&E filed that Agreement For Installation and Allocation of Special Facilities (POON Agreement) with the Commission in Advice Letter 1386-E on January 31, 1992. The Commission approved the agreement on March 31, 1992, in Resolution E-3262. The Port used its capacity on the POON line for some of its load, and the Navy used its share of the capacity to serve the Fleet Industrial Supply Center, Oakland (FISCO), the Oakland Army Base, and the Naval Station at Treasure Island.

In 1995 EBMUD anticipated building a new wastewater treatment plant, and wanted service over the POON line. The Port, the Navy, and PG&E amended the POON Agreement to make EBMUD a party with an allocation of the POON line capacity. PG&E filed the amendment with the Commission in Advice Letter 1541-E pursuant to General Order 96-A, Section X.B.

In 2004 Schnitzer requested retail transmission service from PG&E. Schnitzer signed PG&E's standard Distribution Service and Extension Agreement. Schnitzer is located along the Oakland Inner Harbor, immediately next to the Port, and near to the POON line, which is on Port property. As the attached map shows, the POON line is the most practical and economical source for transmission service to Schnitzer.

Thus, to serve Schnitzer PG&E proposes (a) to arrange to use capacity on the POON line, and (b) to cross Port property, for which Port permission is required, to connect Schnitzer to the POON line. Accordingly, PG&E is negotiating with the Port PG&E's use of excess capacity on the POON line, and Schnitzer is negotiating with the Port for land rights acceptable to PG&E for the connection. (Under PG&E's standard line extension contract and Rule 16, the applicant is responsible for obtaining land rights "satisfactory to PG&E." E.g., Rule 16 A.10.a.).

Simultaneously, with PG&E's intention to use some of the capacity on the POON line, significant other actions are affecting the POON Agreement, e.g., the Navy has closed its FISCO and Treasure Island Naval Station, and no longer serves the Oakland Army Base which, too, has closed. Consequently, the Navy wants to amend the POON Agreement to have the Port take over the Navy's Davis Substation, assign to the Port some of the Navy's capacity allocation on the POON line, and to assign the balance of its POON line capacity for Treasure Island to the City and County of San Francisco Treasure Island Redevelopment Authority. In addition, also simultaneously, EBMUD wants to amend the POON Agreement to withdraw entirely and assign its allocated capacity back to the Port and the Navy.

In short, a number of issues, not limited to PG&E's use of the line to serve Schnitzer, are affecting the POON Agreement at one time. Negotiating all these POON Agreement related issues will take substantial time, and delay PG&E's service to Schnitzer. Consequently, so that service to Schnitzer will not be unduly delayed as the "other capacity issues" are negotiated by the Navy, the Port, EBMUD, and PG&E, Schnitzer has urged PG&E and the Port to seek an interim agreement under which the Port would allow PG&E to construct the facilities to serve it off the POON line while the other POON parties negotiate their capacity issues.

Therefore, the Port and PG&E have negotiated this Interim Agreement in which the Port allows PG&E to construct the facilities on the Port's property that PG&E needs to connect Schnitzer to the POON line. The construction will take place while the parties to the POON Agreement -- the Port, the Navy, EBMUD, and PG&E with input from the City of San Francisco Treasure Island Development Authority -- negotiate resolution of their issues concerning capacity on the POON line. PG&E, however, will not be allowed to energize the connection facilities until the POON line capacity issues with the other parties are resolved.

The Port/PG&E Interim Agreement

A summary of some of the key terms of the Interim Agreement is as follows.

- The Port will be paid \$550,000, with PG&E and Schnitzer to work out the payment between them. (Paragraph 10). ^{1/} If the Port and PG&E do not reach a "Final Agreement," as explained in Paragraph 8 of the Interim Agreement, the Port will refund the money. (Paragraph 7b).
- The Interim Agreement will terminate when the Final Agreement is completed and effective, or on March 31, 2006, whichever is sooner, or "unless the Parties otherwise mutually agree." (Paragraph 1b). The Interim Agreement may terminate earlier if the Commission requires further filings or modifies or adds conditions unacceptable to either party. (Id.).
- The Port gives PG&E permission to construct on the Port's property the facilities PG&E needs to connect Schnitzer. (Paragraph 2).
- PG&E agrees not to energize the facilities until the POON Agreement related issues with the Navy, EBMUD, the Port, and PG&E are resolved. (Paragraph 3). The resolution of these other

^{1/} PG&E will base its share of the payment on PG&E's obligation under the formula in Exhibit C of the POON Agreement.

POON related issues is called the "Final Agreement" (See Paragraph 8 of the Interim Agreement).

- The Interim Agreement does not constitute a resolution by either PG&E or the Port of their dispute as to PG&E's assertion of rights to use the POON line to serve Schnitzer, or any other entity without the Port's consent. (Paragraph 6).
- PG&E will remove the facilities that it will construct on Port property pursuant to this Interim Agreement, if PG&E and the Port do not reach a Final Agreement. (Paragraph 7b).^{2/}
- PG&E and the Port "in good faith will seek to negotiate a Final Agreement" along the principles set forth in Paragraph 8a through 8g.

This filing will not affect any rate or charge, cause the withdrawal of service, or conflict with any rate schedule or rule.

Effective Date

In accordance with Section X.B. of General Order 96-A, PG&E requests that this filing be effective the date of this filing, which is **December 21, 2005**.

Protests

Anyone wishing to protest this filing may do so by sending a letter by **January 10, 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
505 Van Ness Avenue
San Francisco, California 94102

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

^{2/} To offset PG&E's risk, Schnitzer separately has agreed to reimburse PG&E if PG&E should have to remove the facilities.

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 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

Notice

In accordance with General Order 96-A, Section III, Paragraph G, a copy of this advice letter is being sent electronically and sent via U.S. mail to parties shown on the attached list. Address change requests should also be directed to Rose de la Torre at (415) 973-4716. Advice letter filings can be accessed electronically at:

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

Brian K. Cherry
Director - Regulatory Relations

Attachments

Cc: Thomas D. Clark, Port of Oakland

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 (ID39G)

Utility type:

ELC GAS
 PLC HEAT WATER

Contact Person: Shilpa Ramaiya

Phone #: (415) 973- 3186

E-mail: srrd@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) #: **2761-E**

Subject of AL: Interim Agreement Between Port of Oakland and Pacific Gas And Electric Company Regarding 115 KV Port of Oakland-Navy (POON) Line

Keywords (choose from CPUC listing): Agreement, Transmission Line

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: N/A

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

Resolution Required? Yes No

Requested effective date: **12-21-05**

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: Interim Agreement, see Advice Letter

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

Utility Info (including e-mail)

¹ Discuss in AL if more space is needed.

**INTERIM AGREEMENT BETWEEN PORT OF OAKLAND
AND PACIFIC GAS AND ELECTRIC COMPANY
REGARDING 115KV POON LINE**

THIS INTERIM AGREEMENT ("Interim Agreement"), dated for reference purposes July 5, 2005, is by and between the **CITY of OAKLAND**, a municipal corporation, acting by and through its Board of Port Commissioners ("Port"), and **PACIFIC GAS AND ELECTRIC COMPANY**, a California corporation ("**PG&E**") (the Port and PG&E sometimes are referred to herein collectively as the "Parties" and individually as a "Party").

RECITALS

A. The Port and PG&E, along with the United States of America, acting by and through the Department of the Navy ("Navy"), are parties to that certain "Agreement For Installation and Allocation Special Facilities" ("1992 POON Agreement"), which PG&E filed with the California Public Utilities Commission ("CPUC") on January 31, 1992, for approval, and which the CPUC approved on March 31, 1992.

B. A purpose of the 1992 POON Agreement was to facilitate PG&E's construction of a 115 kv transmission line ("POON Line") from PG&E's Substation C westerly for approximately 2.4 miles (to what became known as the Cuthbertson Substation and the Davis Substation) to serve the Port and Navy.

C. The Port, PG&E and the Navy, together with the East Bay Municipal Utility District ("EBMUD"), amended the POON Agreement in 1995 by entering into that certain "Amendment to Agreement Between the Navy, the Port, and PG&E for Installation and Allocation of Special Facilities" ("1995 First Amended POON Agreement") to make EBMUD a party to the 1992 POON Agreement as amended by the First Amended POON Agreement. PG&E filed the First Amended POON Agreement with the CPUC on October 17, 1995, for approval, and the CPUC granted approval on November 26, 1995.

D. PG&E desires to use approximately 17 mva of the POON Line's capacity to provide retail electric service to Schnitzer Steel Industries, Inc.'s ("Schnitzer") site located along the Oakland Inner Harbor Channel.

E. Schnitzer's property that PG&E desires to serve is located adjacent to Port property, and property rights and a building permit from the Port are necessary for PG&E to connect service from the POON Line to Schnitzer's site.

F. A dispute has arisen between the Port and PG&E concerning the interpretation of the 1992 POON Agreement and the 1995 First Amended POON Agreement.

G. So that PG&E might proceed with construction of facilities on Port property to serve Schnitzer, and in anticipation of PG&E and the Port negotiating a resolution of their dispute, and certain other parties reaching necessary agreements with the Port and PG&E, along the principles outlined below in Sections 8 and 9, the Parties enter into this Interim Agreement.

H. At the same time the Port and PG&E are entering into this Interim Agreement, (1) the Port and Schnitzer are entering into that certain agreement between the Port and Schnitzer entitled "Agreement Between Port of Oakland and Schnitzer Steel Industries, Inc. Regarding Pacific Gas and Electric Line Connection Improvements", dated as of the same date as this Interim Agreement ("Port-Schnitzer POON Line Agreement") and (2) PG&E and Schnitzer are entering into certain agreements between PG&E and Schnitzer entitled "Agreement Between Pacific Gas and Electric Company and Schnitzer Steel Industries, Inc. Regarding Reimbursement of Removal Costs"; "Agreement Between Pacific Gas and Electric Company and Schnitzer Steel Industries, Inc. Regarding Schnitzer-Obtained Land Rights"; and "Pacific Gas and Electric Company Absolving Service Agreement" (collectively referred to as "PG&E-Schnitzer Agreements").

NOW, THEREFORE, in consideration of the forgoing and the promises and other provisions of this Interim Agreement, the Parties agree as follows:

1. Effective Date and Date of Termination of Interim Agreement:

a. Effective Date:

i. Effective for Limited Purpose: This Interim Agreement will become effective, solely for the limited purpose of PG&E's obligation under Section 1.a.ii below to file it with the CPUC, only after:

A. It is duly executed (including approval as to form and legality by the Port Attorney) and delivered by each Party to the other Party; and

B. The Port-Schnitzer POON Line Agreement becomes effective and the PG&E-Schnitzer Cost Recovery Agreements become effective.

ii. Filing With CPUC: PG&E agrees that promptly after this Interim Agreement becomes effective for the limited purpose provided in Section 1.a.i. above, PG&E will file the Interim Agreement

with the CPUC pursuant to CPUC General Order ("G.O.") 96-A, section X.B.

iii. Fully Effective: If the CPUC does not require a filing other than pursuant to or in addition to G.O. 96-A, section X.B., then the Interim Agreement will become effective under G.O. 96-A when PG&E files it. If the CPUC requires a filing other than pursuant to or in addition to G.O. 96-A, section X.B., then, subject to the immediately following sentence, PG&E agrees promptly to make such filing with the CPUC, and then the Interim Agreement will become effective when it is approved by the CPUC under the CPUC's applicable rules and regulations. Neither Party shall be obligated in order for PG&E to make such a filing other than pursuant to or in addition to G.O. 96-A, section X.B, or in order to obtain the CPUC's approval of the Interim Agreement, to agree to any change, modification or condition in or to the Interim Agreement or to any other matter that is unacceptable to the Party.

Full effectiveness of this Interim Agreement, is subject to the condition that the Port receives payments in the cumulative amount of \$550,000 ("Port's Compensation") from PG&E and Schnitzer within 10 calendar days after PG&E makes the filing referred to in Section 1.a.ii above.

The Port acknowledges that PG&E plans to pay a portion of the Port's Compensation and expects Schnitzer, in accordance with the Port-Schnitzer POON Line Agreement, to pay the remainder of the Port's Compensation. The portion of the Port's Compensation paid to the Port by PG&E is herein referred to as "PG&E's Paid Share of the Port's Compensation".

b. Termination of Interim Agreement:

i. Filing With CPUC: If PG&E has not filed this Interim Agreement as provided in Section 1.a.ii above within 30 days after the last party's signature, the Interim Agreement shall then immediately terminate, unless the Parties otherwise agree in writing. If the CPUC requires a filing other than pursuant to or in addition to G.O. 96-A, section X.B., then this Interim Agreement shall be subject to termination effective the earlier of (A) March 31, 2006, or such later date mutually agreed upon by the Port and PG&E, and (B) the date either party notifies the other party in writing, in the case where, in order to obtain the CPUC's approval of this Interim Agreement, the notifying party must agree to a change, modification or condition in or to this Interim Agreement or to any other matter, that the notifying party elects not to so agree.

ii. Port's Compensation: If the Port has not received all of the Port's Compensation within 10 calendar days after PG&E makes the filing referred to in Section 1.a.ii above, this Interim Agreement shall then immediately terminate.

iii. Final Agreement: If this Interim Agreement has not earlier terminated under Section 1.b.i or 1.b.ii above, it will terminate, subject to Section 7.b. below, the earlier of the effective date of a Final Agreement (described below) or March 31, 2006, whichever first occurs, unless the Parties otherwise mutually agree in writing to terminate this Interim Agreement earlier or later.

2. Port License and Permission for PG&E's Entry and Work on Port Property: In accordance with Section 708 of the Charter of the City of Oakland, PG&E has applied for and the Port has given PG&E a permit (the "Line Connection Permit"), subject to the execution and full effectiveness of this Interim Agreement in accordance with Section 1.b above, to install and construct improvements within that certain area of Port property described in attached Exhibit A and shown on the plat attached as Exhibit B, and a T-1 line and associated control facilities between the westerly terminus of the POON Line and the Port's Davis Substation in the location described in attached Exhibit C and shown on the plat attached as Exhibit D, which improvements and T-1 line with associated control facilities PG&E has determined are appropriate to connect and control service from the POON Line to Schnitzer's site. The improvements and T-1 line with associated control facilities that have been permitted by the Line Connection Permit collectively are herein referred to as the "PG&E Line Connection Improvements". PG&E agrees that the improvements it installs or constructs will be in accordance with the Line Connection Permit and that PG&E will apply for and secure from the Port a permit prior to installing or constructing any improvements that are not consistent with the Line Connection Permit or with a subsequent permit given by the Port to PG&E. PG&E shall obtain all other permits and authorizations that may be required from any other party for improvements or fixtures it installs or constructs on Port property.

3. Restrictions on Use of PG&E Line Connection Improvements: PG&E acknowledges and agrees that PG&E has no right under this Interim Agreement or, until after a Final Agreement is fully and unconditionally final, binding and effective, under the Line Connection Permit, to use, and PG&E agrees not to use, the PG&E Line Connection Improvements for any transmission or distribution of electric power, and that any such use (a) is a violation of the this Interim Agreement and a breach of a condition in the Line Connection Permit against such use, (b) at the Port's election entitles the Port by written notice to PG&E to immediately revoke the Line Connection Permit and terminate this Interim Agreement, and (c) is a violation and breach for which the payment of damages to the Port will be an inadequate remedy and entitles the Port, in addition to damages, to apply for and obtain an order for specific enforcement, including a prohibitory or mandatory injunction, or both, to stop such use or remove the PG&E Line Connection Improvements, or both.

4. **Laws, Regulations and Tariffs:** This Interim Agreement, and all activities under or pursuant to it, shall be subject to the continuing jurisdiction of the CPUC and changes, if any, it may order from time-to-time in the exercise of its jurisdiction, and all applicable laws, regulations and tariffs, including the Port's tariff for maritime facilities that is in effect from time to time (presently, Tariff No. 2-A, and herein "Port's Tariff") and PG&E's applicable tariff schedules from time to time on file with and authorized by the CPUC (herein collectively "PG&E's Tariff"), subject to the following:

a. Each of the Port and PG&E represents and warrants to the other that all provisions in this Interim Agreement and the Port-Schnitzer POON Line Agreement, and the activities it reasonably expects to occur under or pursuant to it, are consistent, respectively, with the Port's Tariff and PG&E's Tariff.

b. Each of the Port and PG&E agrees that it will not request the CPUC to exercise, or support in any manner any proposed exercise by the CPUC of, the CPUC's jurisdiction that adversely affects the rights or obligations of the Port under this Interim Agreement or the rights or obligations of the Port under the Port-Schnitzer POON Line Agreement, or adopt or file any change in the Port's Tariff or PG&E's Tariff that adversely affects the rights or obligations of the other party under this Interim Agreement or the Port-Schnitzer POON Line Agreement; provided, that if the CPUC exercises its jurisdiction which has such an adverse effect, or if PG&E is required by statute or regulation to file a change in PG&E's Tariff that is approved by the CPUC and which has such an adverse effect, the Port may then terminate this Interim Agreement by giving 30-days advance written notice of termination to PG&E.

5. **Indemnification:** PG&E agrees to defend, indemnify and hold the Port harmless against all claims, suits, liability and expense for any loss of, or damage, injury or death to, any person or any property (including the person or property of the Port or of PG&E or Schnitzer, its officers, employees, agents or invitees) or violation of any law, regulation, order or permit, which directly or indirectly arises out of PG&E's occupancy or use of the Parcel 9 under this Interim Agreement or activities related thereto. Defense counsel retained under this Section shall be subject to the Port Attorney's reasonable approval. In addition, PG&E shall be responsible for the repair of any damage to Port facilities arising directly or indirectly out of PG&E's use of Parcel 9 under this Interim Agreement or activities related thereto.

These obligations of PG&E shall not apply to any such loss, damage, injury or death to the extent caused by the negligence or other wrongful conduct of the Port but shall apply under all other circumstances. The obligations of PG&E under this Section arising by reason of any occurrence taking place during the term of this Interim Agreement, shall survive any termination of this Interim Agreement.

For purposes of this Section, "the Port" shall include the Board of Port Commissioners and each of its Commissioners, officers, employees and agents.

6. No Settlement or Admissions: As stated above in Recital F, a dispute has arisen between the Port and PG&E concerning the interpretation of the 1992 POON Agreement and the 1995 First Amended POON Agreement. Such dispute includes (without limitation) whether or not PG&E has a right to acquire or use any of the capacity of the POON Line for serving a third party or otherwise and, if PG&E has such a right, what compensation the Port is entitled to on account of such acquisition. This Interim Agreement is only one agreement by which the Parties are seeking to compromise and settle this dispute. A compromise and settlement will only occur (if at all) if and when the Parties enter into the Final Agreement and the Final Agreement becomes fully and unconditionally final, binding and effective. Neither Party is legally obligated to enter into the Final Agreement or, except as expressly provided in this Interim Agreement, to pay any compensation or damages to the other Party should the Final Agreement not become fully and unconditionally final, binding or effective for any reason.

a. Accordingly, each Party acknowledges and agrees that neither the Port's giving PG&E the Line Connection Permit, the Port's entering into this Interim Agreement or the Port-Schnitzer POON Line Agreement, the Port's accepting the Port's Compensation, or PG&E's installation or construction of the PG&E Line Connection Improvements, singly or in any combination:

i. Constitutes a compromise or settlement of the Parties' dispute; or

ii. May be construed as, constitute or may be asserted by the Party as an admission or as evidence regarding the right, or lack of right, on the part of PG&E, to acquire any capacity rights in the POON Line to serve third parties or otherwise, regarding the compensation to which the Port may be entitled for PG&E's acquisition of any capacity rights in the POON Line, or regarding PG&E's or any other party's right to use Parcel 9 or any other Port property for purposes of PG&E or any other person serving any party electricity from the POON Line.

b. Notwithstanding such disputes between the Parties, each of them agrees that, subject to the provisions of Sections 6.a.i and 6.a.ii above, it will comply with the provisions of this Interim Agreement.

7. Termination of Interim Agreement With No Effective Final Agreement:

a. Inducement to Port: PG&E acknowledges and agrees that:

i. PG&E and Schnitzer have requested that the Port give PG&E the Line Connection Permit and enter into this Interim Agreement and the Port-Schnitzer POON Line Agreement, notwithstanding the lack of a Final Agreement and the other agreements, including agreements involving other parties in addition to Schnitzer, PG&E and the Port (the "Other POON Agreements"), that will be necessary to become fully and unconditionally final, binding and effective before the Port will agree to a Final Agreement becoming fully and unconditionally final, binding and effective;

ii. The Port desired that the Port's issuance of the Line Connection Permit and the Port's grant of rights to PG&E to use Parcel 9 and other Port property for the installation and construction of the PG&E Line Connection Improvements not be made until the Final Agreement and other POON Agreements were agreed upon and became fully and unconditionally final, binding and effective;

iii. The Port has been induced by PG&E's promises to comply with the conditions of the Line Connection Permit and the provisions of this Interim Agreement, and by Schnitzer's promises to comply with the provisions of the Port-Schnitzer POON Line Agreement, to give PG&E the Line Connection Permit and to grant rights to PG&E to use Parcel 9 and other Port property for installation and construction of the PG&E Line Connection Improvements; and

iv. PG&E will proceed to install and construct the PG&E Line Connection Improvements, acknowledging and voluntarily accepting the risks that the Parties may not reach final agreement on the provisions of a Final Agreement or they and the other relevant parties may not reach final agreement on the provisions of the Other POON Agreements, or such agreements may not become fully and unconditionally final, binding and effective and, as a result, PG&E may not use the PG&E Line Connection Improvements for the transmission or distribution of electric power and PG&E will be required at no cost to the Port to remove the PG&E Line Connection Improvements from the Port's property in accordance with Section 7.b below.

b. Restoration of Port Property and Return of Port Compensation if Interim Agreement Terminates Without Final Agreement:

If this Interim Agreement terminates and no Final Agreement becomes effective, then, subject to the Port's right to the set-off provided for below in this Section 7.b, the Port will reimburse PG&E PG&E's Paid Share of the Port's Compensation. The Port will pay such reimbursement to PG&E within 30 days after PG&E's removal and lawful

disposal off of Port property of all things installed or constructed on Port property under this Interim Agreement and the return of the Port's property to the same or better condition as existed before PG&E's entry upon Port property under this Interim Agreement, save and except for changes in condition resulting from activities not related to PG&E's entry. PG&E agrees to complete such removal and lawful disposal, and return of the Port's property to such condition, no later than 90 days after the Interim Agreement terminates, and should PG&E breach this promise the Port shall have the right itself to accomplish the removal and disposal, and to return the Port's property to such condition, at the cost of PG&E (using such amount of PG&E's Paid Share of the Port's Compensation to pay the Port's expenses as may be required, but without limiting the Port's right to recover all of its costs) and/or to seek specific performance of PG&E's promise (using such amount of PG&E's Paid Share of the Port's Compensation to pay the Port's expenses of seeking specific performance as may be required). In consideration for the Port's relocation rights described below, if the Final Agreement becomes fully and unconditionally final, binding and effective, PG&E will not be required to pay the Port any additional compensation, including under the 1992 POON Agreement or the 1995 First Amended POON Amendment Agreement, for PG&E's acquisition of 17 mva of capacity in the POON Line to provide retail electric service to Schnitzer beyond the Port's Compensation, including any additional compensation for the proposed new easements over Port property for the PG&E Line Connection Improvements and for use of the POON Line to serve Schnitzer, but the immediately preceding provisions are not intended to foreclose the Port from recovering any damages or other compensation from (a) PG&E as may be provided for in, or on account of a PG&E breach of its obligations under, this Interim Agreement, the Final Agreement or any of the Other POON Agreements or (b) from Schnitzer as may be provided for in, or on account of a Schnitzer breach of its obligations under, the Port-Schnitzer POON Line Agreement.

8. **Final Agreement:** The Parties in good faith will seek to negotiate a Final Agreement, which is presently anticipated to include the following provisions:

a. The Final Agreement will provide for the Port's grant to PG&E of easements for the PG&E Line Connection Improvements. The easement for the T-1 line between the Port's Davis Substation the POON Line, and associated control facilities, will be limited to a term of 66 years as required by the Act of the Legislature of the State of California, entitled "An Act Granting Certain Tidelands and Submerged Lands of the State of California to the City of Oakland and Regulating the Management, Use and Control Thereof," approved May 1, 1911 (Statutes 1911, Chapter 657), as amended (the "Trust Grant"), and will be subject to termination or relocation at no cost to the Port, in the event the Port relocates, modifies, or eliminates its Davis Substation. The easement for the remainder of the PG&E Line Connection Improvements, which will be located on the Port's Parcel 9, will be a

permanent easement, and will provide that the Port may require PG&E, at no cost to the Port, to relocate any of such PG&E Line Connection Improvements, which are located upon Parcel 9, to other portions of Parcel 9. Both of the easements for the PG&E Line Connection Improvement will provide the Port the right to terminate the easements if Schnitzer, or the Port-approved assignee of Schnitzer, fails, after requested by the Port, to demonstrate to the Port that it has a certain minimum tangible net worth or to provide to the Port certain financial security, pursuant to the provisions of Section 13.6 of the Port-Schnitzer POON Line Agreement.

b. By Grant of Non-Exclusive Easement dated September 8, 1992 ("Navy Easement"), the Navy granted PG&E a 50 year term easement for the POON Line. The Navy has transferred its land rights to the Port. The Port will, subject to the Trust Grant, grant PG&E an easement to replace the Navy Easement, in the same manner as the Port granted the Grant of Easement dated December 3, 1992, to PG&E for other portions of POON Line with a term that expires on the same date the Grant of Easement dated December 3, 1992 expires. PG&E will quitclaim its rights under the Navy Easement to the Port.

c. The Port has requested the City Council of the City of Oakland to vacate Ferro Street in order that the Port may develop Ferro Street for marine terminal purposes. PG&E agrees not to object to the requested vacation in any manner, and in consideration the Port agrees, subject to the Trust Grant, to grant PG&E an easement in Ferro Street for the existing POON Line facilities in Ferro Street, in the same manner as the Port granted the Grant of Easement dated December 3, 1992, to PG&E for other portions of the POON Line.

d. PG&E will quitclaim to the Port PG&E's rights over the former Navy Supply Center, Oakland (also referred to as the Fleet and Industrial Supply Center Oakland, or "FISCO") and over the former Oakland Army Base under easements from the Navy and the Army for the 115kv electric line that PG&E had previously planned to construct under that certain PG&E-EBMUD "Agreement For Installation And Allocation of 115kV Transmission Line Facilities From the Marine Substation To the EBMUD Main Wastewater Treatment Plant", and quitclaim to the Port PG&E's rights under that certain Easement Deed from Union Pacific Railroad Company to PG&E dated December 11, 1992, to reflect the relocation of the POON Line necessary for PG&E to serve Schnitzer (see the Quitclaim Easement enclosed in the September 30, 2004, letter from PG&E to the Port).

e. PG&E, for a period of 10 years after the effective date of the Final Agreement, will not commence any administrative or legal proceeding before any court or administrative tribunal, including the California Public Utilities Commission or the Federal Energy Regulatory Commission, or take any other action that seeks any declaration or enforcement of any asserted right by PG&E to use, or that results in any use of, the capacity in the POON Line to serve any

person other than Schnitzer in accordance with the Final Agreement, except that nothing in the Final Agreement will prohibit any Party from voluntarily making capacity available on the POON Line for PG&E to serve any person other than Schnitzer, or PG&E increasing service to Schnitzer.

f. PG&E will agree in accordance with the authorization by Schnitzer in the Port-Schnitzer POON Line Agreement to release to the Port, within 10 days after a Port request, all revenue meter, power monitor and relay data that PG&E keeps in the normal course of business relating to PG&E's service of electric power to Schnitzer from the POON Line. "Normal course of business" includes any investigation PG&E performs of Port claims of interference with the Port's service from the POON Line, including investigations pursuant to PG&E's Rules 2.F.1 and 2.F.3. PG&E agrees to perform an investigation if reasonably requested in writing by the Port because of a reasonable Port claim of suspected interference with the Port's service from the POON Line or if such an investigation is appropriate under PG&E's Rules 2.F.1 and 2.F.3, and to include in such investigation an examination of all relevant meter, power monitor and relay data in the possession or control of PG&E relating to PG&E's service of electric power to Schnitzer from the POON Line.

g. PG&E agrees to enforce with respect to Schnitzer all of PG&E rules and regulations that would correct any interference with the Port's use of the POON Line, including without limitation Rules 2.F.1 and 2.F.3.

9. **Other POON Agreements:** The Port and PG&E agree in good faith to seek to negotiate and reach agreement with each other and relevant third parties on the following matters, all consistently with the Term Sheet among the Port, Navy and the City and County of San Francisco ("CCSF"), a copy of which the Port provided to PG&E by electronic mail on March 10, 2005. These matters are:

a. An agreement with EBMUD for EBMUD to withdraw from the 1995 First Amended POON Agreement and for the Port and Navy to re-acquire EBMUD's rights that EBMUD acquired from the Port and the Navy under the 1995 First Amended POON Agreement, and enter into a Reimbursement Termination Agreement in accordance with the Term Sheet, and

b. The assignment by the Navy of all Navy rights under the 1992 POON Agreement, partly to the Port, and partly to CCSF, in accordance with the Term Sheet, and the 1992 POON Agreement as amended by the 1995 First Amended POON Agreement;

10. **Miscellaneous:**

a. **Amendment:** This Interim Agreement may be amended only by written agreement executed by the Port and PG&E.

b. **Choice of Law:** This Interim Agreement shall be construed in accordance with and governed by the internal laws of the State of California.

c. **Severability:** If any term, provision, covenant or condition in this Interim Agreement is held by a court or administrative agency of competent jurisdiction to be invalid, void or unenforceable, the rest of this Interim Agreement shall remain in full force and effect and in no way shall be affected, impaired or invalidated; provided that the remainder of this Interim Agreement can, absent the revised portion, be reasonably interpreted to give effect to the intentions of the Parties.

d. **Section Captions:** The captions of the Sections herein are provided for reference purposes only and shall not be used to expand or limit or otherwise interpret the provisions of this Interim Agreement.

e. **Notices:** Any notice which may be required under this Interim Agreement shall be in writing, shall be effective when received, and may be given by first-class mail, fax, Federal Express or other commercial delivery service, courier service or messenger to the addresses set forth below, or to such other addresses as are specified by notice given in such manner:

If to the Port: Executive Director
Port of Oakland
530 Water Street
Oakland, CA 94604

and

Port Attorney
Port of Oakland
530 Water Street, 4th Floor
Oakland, CA 94607

If to PG&E: Account Services Manager
3480 Buskirk Avenue
Suite 150
Pleasant Hill, CA 94523

f. **Integration:** This Interim Agreement represents the entire agreement between the Port and PG&E with respect to its subject matter. No representations, warranties, inducements or oral agreements have been made by either the Port or PG&E with respect to the subject matter of this Interim Agreement except as expressly set forth in this Interim Agreement.

g. Assignment: This Interim Agreement may not be assigned, transferred, hypothecated or pledged by either Party without the express written consent of the other Party. Subject to the foregoing provisions of this Section, this Interim Agreement shall be binding upon any successors, assigns or transferees of the Parties. Upon a succession, assignment or other transfer in accordance with the foregoing: (i) The successor or assignee shall be in substitution for the predecessor or assignor, and the other Party shall look to the successor or assignee (and not to the predecessor or assignor) for performance and satisfaction of this Interim Agreement and its obligations and liabilities, whether arising before or after the transfer; and (ii) The defined term for such Party shall mean and refer to such successor or assign (e.g., "PG&E" shall mean PG&E's successor or assign).

h. No Waiver: No single or partial exercise by a Party, or delay or omission in the exercise by a Party, or any right or remedy under this Interim Agreement shall preclude, waive or limit any other or further exercise thereof or the exercise of any other right or remedy.

i. Time is of the Essence: Time is of the essence in the performance of the terms of this Interim Agreement by the Parties.

j. Judgments and Determinations: When the terms of this Interim Agreement provide that an action may or must be taken or that the existence of a condition may be established based on a judgment or determination of a Party, such judgment shall be exercised or such determination shall be made reasonably and in good faith, and shall not be arbitrary or capricious. Each Party agrees to use its best efforts and good faith to cause the terms and conditions of this Interim Agreement to be followed and satisfied to the mutual benefit of each Party.

k. Relationship Between Parties, Etc.:

i. The Parties to this Interim Agreement are PG&E and the Port. There are no other parties to this Interim Agreement. Any other person or entity is a "Third Party". This Interim Agreement is not for the benefit of any Third Party and shall not be deemed to give any right or remedy of any kind whatsoever to any such Third Party, whether creditor, donee or other beneficiary and whether referred to in this Interim Agreement or not.

ii. The relationship between the Parties is one of independent contractors, and not one of partnership, joint venture, agency, trust or other joint or fiduciary relationship.

iii. Except as otherwise expressly stated to the contrary in this Interim Agreement: each Party is acting severally

but not jointly; each Party is responsible for its own performance and conduct but not for the performance or conduct of any other Party.

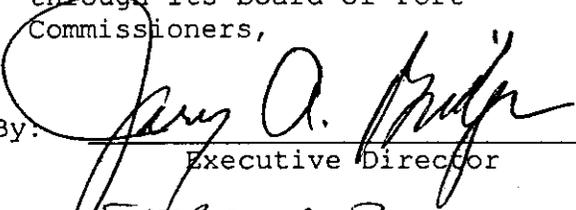
1. **Further Assurances:** Each Party agrees to execute, acknowledge, and deliver such additional documents or instruments as may be necessary to carry out the intent of this Interim Agreement, including, but not limited to, those expressly referred to in this Agreement. Each Party agrees that this Interim Agreement cannot reasonably anticipate all factors and events which may occur in the implementation of the Interim Agreement. Accordingly, each Party expressly agrees to negotiate in good faith to resolve any and all disputes to the end that all provisions of this Interim Agreement intended to benefit the other Party are performed.

IN WITNESS WHEREOF, the Port and PG&E have caused these presents to be executed on the signature dates written below.

PORT

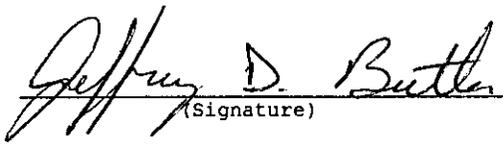
CITY OF OAKLAND, a municipal corporation, acting by and through its Board of Port Commissioners,

Dated: 12/20/05

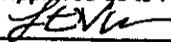
By: 
Executive Director
JERRY A. BRIDGES
(Print Name of Signer)

PACIFIC GAS & ELECTRIC COMPANY, a California corporation

Dated: _____

By: 
(Signature)

SVP - Transmission and Distribution
(Print Name and Title)
(If Corporate: Chairman, President or Vice-President)

Approved as to Form

Attorney

~~Dated: _____~~

~~By: _____
(Signature)~~

~~(Print Name and Title)
(If Corporate: Secretary, Assistant Secretary, Chief Financial Officer, or Assistant Treasurer)~~

THIS INTERIM AGREEMENT
SHALL NOT BE VALID OR
EFFECTIVE FOR ANY PURPOSE
UNLESS AND UNTIL IT IS SIGNED
BY THE PORT ATTORNEY.

Approved as to form and
legality this 20th day
of December 2005.



ASST Port Attorney

Port Resolution No. 05190

P.A. # 05-422

EXHIBIT A

**Legal Description of Area Where
PG&E Permitted to Install and Construct Modification
to POON Line and Connection to Schnitzer's Property**

1. A strip of land of the uniform width of 17.0 feet, extending the northeasterly terminus of a course, which course has a bearing of north $73^{\circ}33'07''$ east and a distance of 165.3 feet in the grant of easement from Union Pacific Railroad Company to PG&E, dated December 11, 1992 and recorded as Official Records Series No. 93-093884, Alameda County Records, easterly to the easterly boundary line of the parcel of land described and designated PARCEL 9 in the deed from Union Pacific Railroad Company to the City of Oakland dated December 22, 1998, as Official Records Series No. 98-452325, Alameda County Records, and lying 7.0 feet on the northerly side and 10.0 feet on the southerly side of a line described as follows:

Beginning at said northeasterly terminus, and running thence

(1) south $72^{\circ}13'$ east, approximately 265.19 feet to a point herein for convenience called Point "A", which point bears south $52^{\circ}22'$ east 398.76 feet distant from the found standard City of Oakland monument 34.00 feet easterly of the centerline of Adeline Street and on the northerly right of way line of First Street, as said monument is shown upon the Record of Survey filed for record August 5, 1969 in Book 7 of Record of Surveys at page 66, Alameda County Records; thence

(2) south $76^{\circ}00'$ east 243.58 feet, more or less, to a point in the easterly boundary line of said Parcel 9.

2. A strip of land of the uniform width of 17.0 feet, extending from the southerly boundary line of the strip of land hereinbefore described and designated 1, southeasterly to the southerly boundary line of said Parcel 9, and lying 7.0 feet on the northeasterly side and 10.0 feet on the southwesterly side of a line described as follows:

Commencing at said Point "A" and running

(1) south $31^{\circ}09'$ east 14.18 feet, more or less, to a point in the southerly boundary line of said strip of land hereinbefore described and designated 1, being the TRUE POINT OF BEGINNING of said line; thence continuing

(2) south 31°09' east 61.16 feet, more or less, to a point in the southerly boundary line of said Parcel 9.

The foregoing description is based on a survey made by PG&E in April, 2004. The bearings used are based on said Record of Survey filed August 5, 1969.

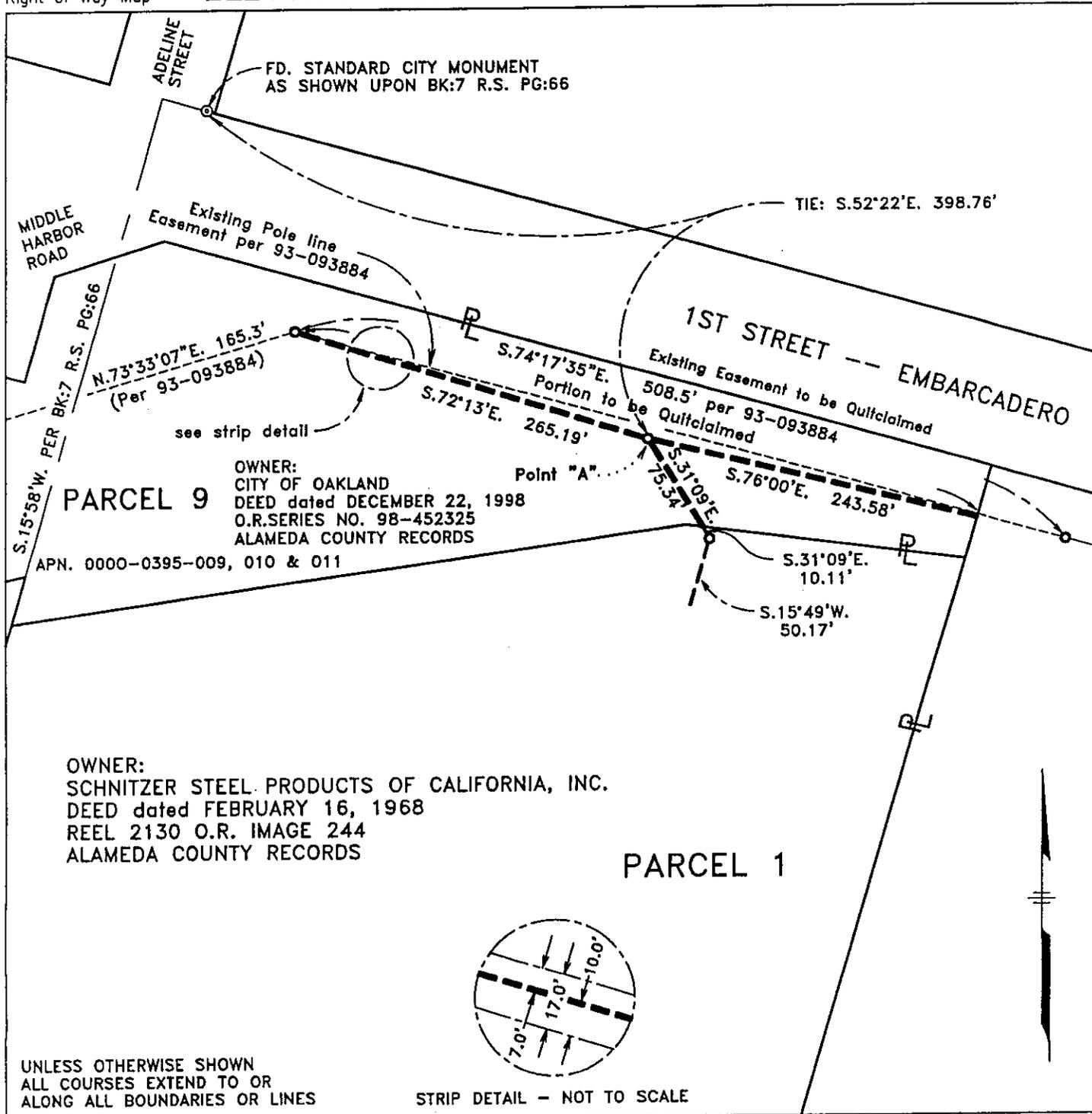
EXHIBIT B

Plat of Area Where
PG&E Permitted to Install and Construct Modification
to POON Line and Connection to Schnitzer's Property

EXHIBIT B

62-338 Rev. 5/85
Right of Way Map

ELECTRIC TRANSMISSION POLE LINE EASEMENT



CITY, RANCHO, SUBDIVISION, ETC.				SCALE		DATE		
SCHNITZER STEEL TAP, PORT OF OAKLAND				1"=100'		5-18-2004		
SECTION		TOWNSHIP		RANGE		MERIDIAN		
34		1 S.		4 W.		MDB&M		
SOUTH HALF OF SECTION 34								
CHG	DATE	DESCRIPTION	AUTH	BY	CH	DR. BY:	CH. BY:	
						MJG6	JBO1	
REFERENCES 5505578			PG&E		ALAMEDA COUNTY	30312798 P.M. #	30312798 DRAWING NO.	CHG.

EXHIBIT C

**Legal Description of Location of T-1 Line
and Associated Control Facilities**

1. A strip of land of the uniform width of 15.0 feet, lying 7.5 feet on each side of a line which begins at a point within the parcel of land described and designated PARCEL SIX in the quitclaim deed from the United States of America to the City of Oakland dated June 15, 1999, as Official Records Series No. 99-222447, Alameda County Records, which point bears north 29°13'48" west 4845.3 feet distant from the found Navy monument accepted as marking the southeasterly terminus of a course in the northeasterly boundary line of the parcel of land described and designated Parcel "K" in Final Judgment No. 22298-R dated July 23, 1945 and recorded in Book 4765 of Official Records at page 65, Alameda County Records, which course according to the description contained in said Final Judgment No. 22298-R, has a bearing of south 27°36'20" east and a length of 2909.84 feet; and running thence

1. south 83°48' east 37.8 feet; thence

2. north 04°56' east 7.5 feet, to a point herein and for convenience called Point "A"; thence

3. south 84°25' east 62.8 feet, to a point herein and for convenience called Point "B"; thence

4. south 05°29' west 39.8 feet to the point of terminus of the strip of land herein described.

2. A strip of land of the uniform width of 15.0 feet, lying 7.5 feet on each side of a line which begins at said Point "A", and running thence

(1) north 04°56' east, 22.5 feet to the point of terminus of the strip of land herein described.

3. A strip of land of the uniform width of 15.0 feet, lying 7.5 feet on each side of a line which begins at said Point "B", and running thence

(1) north 41°32' east, 19.7 feet to the point of terminus of the strip of land herein described.

The foregoing description is based on a survey made by PG&E in July, 2005. The bearings used are based on the above described course in said Final Judgment No. 22298-R.

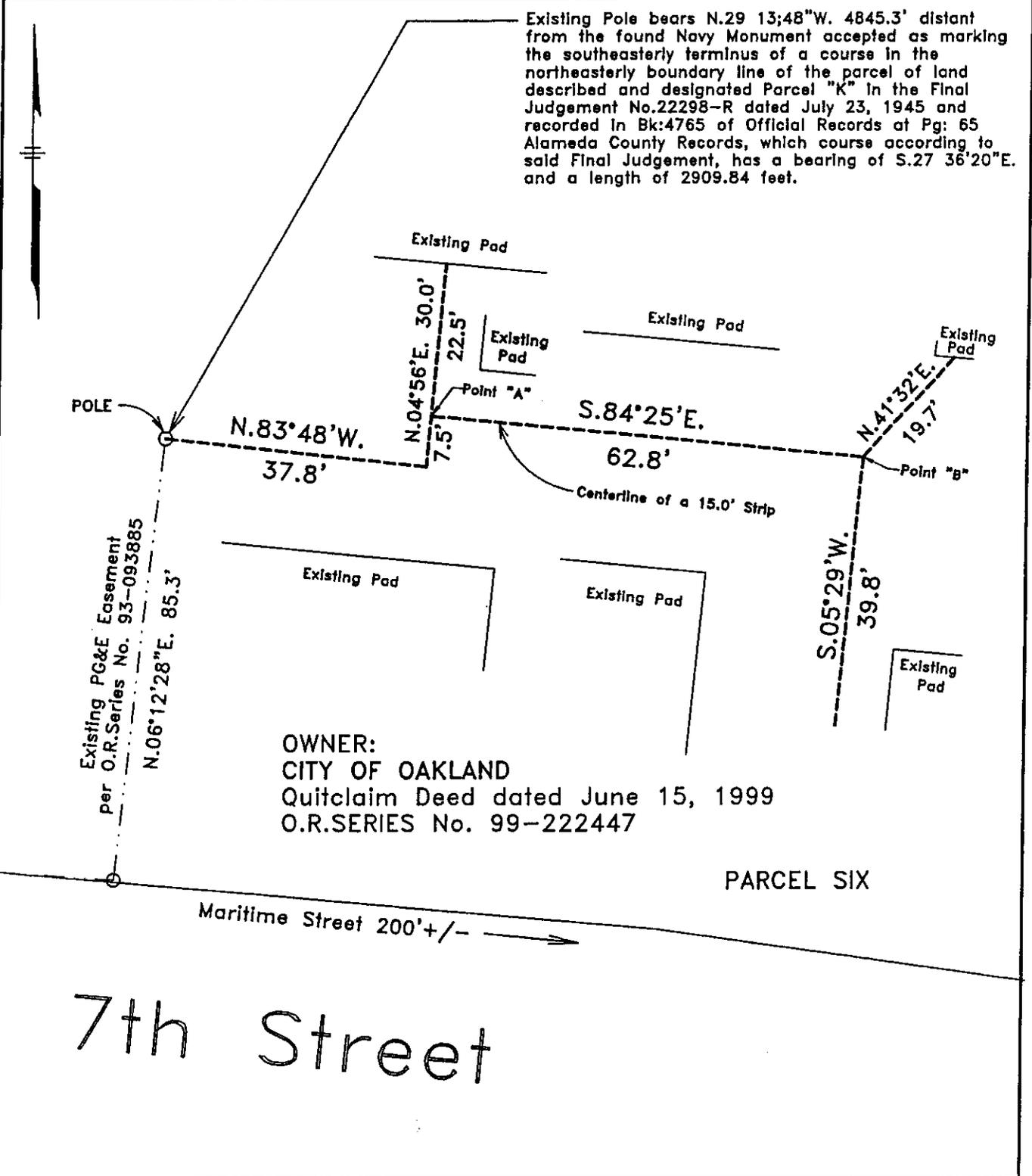
EXHIBIT D

Plat of Property Showing Location of T-1 Line
and Associated Control Facilities

EXHIBIT D

Electric Underground Easement

Existing Pole bears N.29 13;48"W. 4845.3' distant from the found Navy Monument accepted as marking the southeasterly terminus of a course in the northeasterly boundary line of the parcel of land described and designated Parcel "K" in the Final Judgement No.22298-R dated July 23, 1945 and recorded in Bk:4765 of Official Records at Pg: 65 Alameda County Records, which course according to said Final Judgement, has a bearing of S.27 36'20"E. and a length of 2909.84 feet.



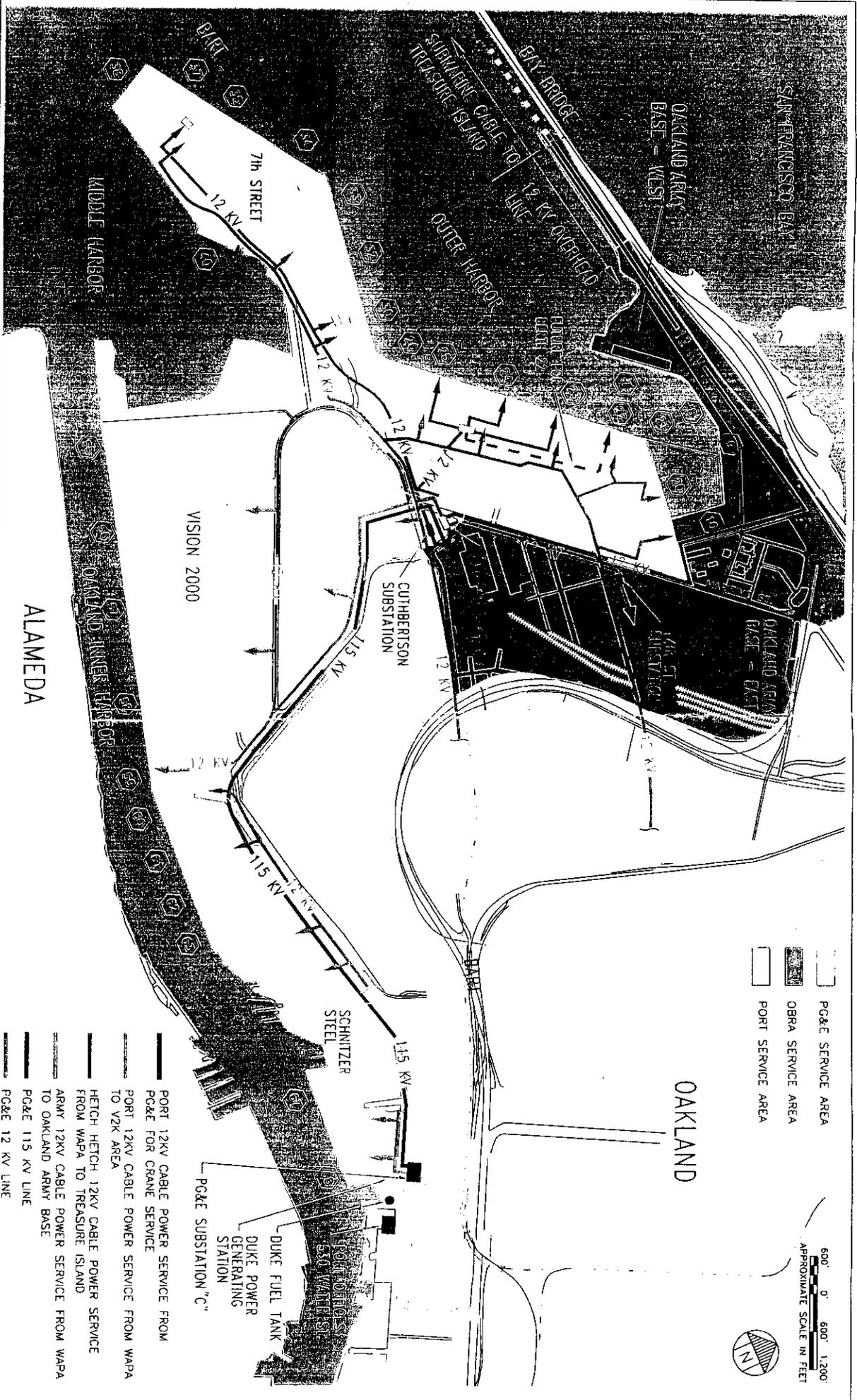
OWNER:
 CITY OF OAKLAND
 Quitclaim Deed dated June 15, 1999
 O.R.SERIES No. 99-222447

PARCEL SIX

Maritime Street 200'+/- →

7th Street

Address: 7th Street & Maritime, Oakland				SCALE 1" = 20'	DATE 8-1-05
SECTION 28	TOWNSHIP T.1 S.	RANGE R.4 W.	MERIDIAN MDB&M	COUNTY OF: ALAMEDA	CITY OF: OAKLAND
PLAT MAP REFERENCES			PG&E	BAY REGION DIVISION	AUTHORIZ
			F.B.:	DR. BY: MJG6	CH. BY: BLJ8
					30312798-2 DRAWING NO.



- PG&E SERVICE AREA
- OBRA SERVICE AREA
- PORT SERVICE AREA

OAKLAND

600' 0' 600' 1,200'
 APPROXIMATE SCALE IN FEET



- PORT 12KV CABLE POWER SERVICE FROM PG&E SUBSTATION "C"
- PORT 12KV CABLE POWER SERVICE FROM WAPA TO V2K AREA
- HETCH HETCH 12KV CABLE POWER SERVICE FROM WAPA TO TREASURE ISLAND
- ARMY 12KV CABLE POWER SERVICE FROM WAPA TO OAKLAND ARMY BASE
- PG&E 115 KV LINE
- PG&E 12 KV LINE

E:\MARILYN\DAVID\L.DWG
 NOB 104309

NO.	DATE	BY	CHKD	REVISIONS

PORT OF OAKLAND
 530 WATER STREET OAKLAND, CALIFORNIA

DAVIS AND CUTHBERTSON SUBSTATIONS
 ELECTRICAL TRANSMISSION & DISTRIBUTION
 SCHEMATIC

DATE	4-7-03
SCALE	AS SHOWN
SHEET	OF 1 SHEET
FILE	104309

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

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