

PUBLIC UTILITIES COMMISSION

505 VAN NESS AVENUE
SAN FRANCISCO, CA 94102-3298



April 25, 2012

Advice Letters 3990-E

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

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

Dear Mr. Cherry:

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

Sincerely,

A handwritten signature in cursive script that reads "Edward F. Randolph".

Edward F. Randolph, Director
Energy Division



Brian K. Cherry
Vice President
Regulation and Rates

Pacific Gas and Electric Company
77 Beale St., Mail Code B10C
P.O. Box 770000
San Francisco, CA 94177

Fax: 415.973.6520

January 12, 2012

Advice 3990-E

(Pacific Gas and Electric Company ID U 39 E)

Public Utilities Commission of the State of California

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

Purpose

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

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

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

Background

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

To meet PXP's 2012 service requirements, PG&E will install a new 12 kV feeder bank at the San Luis Obispo Substation. PG&E will reconstruct and reinforce the existing eight mile 12 kV electric distribution line (the San Luis Obispo 1104 Circuit) which

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

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

Projects of this type are normally installed under the standard provisions of Rules 15 and 16. For this project, the standard provisions of the tariff would direct that PG&E would be responsible for nearly the entire project cost. Specifically, PXP's line extension allowance¹ will more than cover the cost of the service portion of the project, while PG&E's cost to reinforce the existing distribution capacity solely for PXP's immediate benefit is estimated to be approximately \$8.5 million, recoverable from ratepayers under standard application of tariff provisions.

In recognition that the immediate benefit of the costly distribution system upgrade accrues solely to PXP, and to arrive at a more equitable allocation of costs between the parties, PG&E and the applicant have mutually agreed to refer this to the Commission under the exceptional case provisions of Rules 15² and 16.³ The key elements of the transaction would involve: (a) treating the entire cost of PG&E's distribution and service work or PXP as an amount subject to allowance; (b) applying a standard allowance based upon the anticipated net revenues from PXP's first year of operation; and (c) payment by PXP of a non-refundable contribution equal to 50% of the refundable amount in excess of the allowance. The application of the 50% discount option is in recognition that in the longer term (beyond the five year planning horizon), the upgrades, in conjunction with other area distribution improvements, may serve to benefit other customers in the area.

¹ As calculated pursuant to Electric Rule 15.C.2..

² Electric Rule 15.I.3 provides: "Where application of this rule appears impractical or unjust to either party or the ratepayers, PG&E or Applicant may refer the matter to the Commission for a special ruling or for special condition(s), which may be mutually agreed upon."

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

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

Proposed Agreement

PG&E and PXP have both signed a specially drafted Agreement to Perform Tariff Schedule Related Work (Agreement), which is tailored to this situation and is enclosed as Attachment 1. Exhibit A of the Agreement contains a description of work. Exhibit B provides a cost breakdown based upon PG&E's preliminary estimated installed cost. Actual charges for the work performed under the Agreement will be based upon a final cost estimate, which PG&E anticipates will be completed in the second quarter of 2012. PXP has already paid to PG&E the non-refundable cost shown in Exhibit B in the 2011 calendar year subject to adjustments as described in Exhibit B. Exhibit C describes additional terms and conditions of the Agreement.

Protests

Anyone wishing to protest this filing may do so by letter sent via U.S. mail, by facsimile or electronically, any of which must be received no later than **February 1, 2012**, which is 20 days after the date of this filing. Protests should be mailed to:

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

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

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

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

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

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

Effective Date

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

Notice

In accordance with General Order 96-B, Section IV, a copy of this advice letter is being sent electronically and via U.S. mail to parties shown on the attached list. Address changes to the General Order 96-B service list should be directed to PG&E at email address PGETariffs@pge.com. For changes to any other service list, please contact the Commission's Process Office at (415) 703-2021 or at Process_Office@cpuc.ca.gov. Send all electronic approvals to PGETariffs@pge.com. Advice letter filings can also be accessed electronically at: <http://www.pge.com/tariffs>

A handwritten signature in cursive script that reads "Brian Cherry" followed by a stylized flourish.

Vice President, Regulation and Rates

Attachments

cc: Service List

Advice 3990-E
January 12, 2012

Attachment 1

Agreement to Perform Tariff Schedule Related Work



Pacific Gas and Electric Company

DISTRIBUTION:

REFERENCE:

**Agreement to Perform
Tariff Scheduled Related Work**

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

PM 30858520-523, 30842601, 30860155

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

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

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

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

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

LOCATION: 1821 Price Canyon Road, Arroyo Grande, CA 93421
 DESCRIPTION OF WORK: Description of Work: Exhibit A
 Cost Breakdown: Exhibit B
 Additional Terms and Conditions: Exhibit C

4. Applicant shall pay to PG&E, promptly upon demand by PG&E, as the complete contract price hereunder, the sum of two million, nine hundred five thousand, six hundred fifty-five dollars (\$2,905,655).

Upon completion of requested work, ownership shall vest in: PG&E Applicant

Executed this _____ day of _____ 20 ____.

Applicant

PACIFIC GAS & ELECTRIC COMPANY

By: _____

By: _____

(Print/Type Name)

(Print/Type/Name)
Title: _____

Title: _____

Mailing Address: 700 Miliam Street #3100
Houston, TX 77002-2764

Exhibit A
Description of Work

Background

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

Description of Work

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

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

Exhibit B
Cost Breakdown

Following is PG&E's preliminary cost estimate

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

Notes:

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

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

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

Exhibit C
Additional Terms and Conditions

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

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

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

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

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

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

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

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

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

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

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

CALIFORNIA PUBLIC UTILITIES COMMISSION

ADVICE LETTER FILING SUMMARY ENERGY UTILITY

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

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

Utility type:

ELC GAS
 PLC HEAT WATER

Contact Person: Greg Backens

Phone #: 415-973-4390

E-mail: gab4@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) #: **3990-E**

Tier: 3

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

Keywords (choose from CPUC listing): Contracts, Rules

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? No. If so, identify the prior AL: N/A

Summarize differences between the AL and the prior withdrawn or rejected AL: N/A

Is AL requesting confidential treatment? No.

If so, what information is the utility seeking confidential treatment for: N/A

Confidential information will be made available to those who have executed a nondisclosure agreement: N/A

Name(s) and contact information of the person(s) who will provide the nondisclosure agreement and access to the confidential information: N/A

Resolution Required? Yes No

Requested effective date: **February 11, 2012**

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: Electric Rules 15 and 16

Service affected and changes proposed: Non-standard extension agreement for electric service.

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

CPUC, Energy Division

Tariff Files, Room 4005

DMS Branch

505 Van Ness Ave., San Francisco, CA 94102

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

Pacific Gas and Electric Company

Attn: Brian K. Cherry, Vice President, Regulation and Rates

77 Beale Street, Mail Code B10C

P.O. Box 770000

San Francisco, CA 94177

E-mail: PGETariffs@pge.com

**ATTACHMENT 2
Advice 3990-E**

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



LIST OF CONTRACTS AND DEVIATIONS
 (Continued)

Sheet 25

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

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

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Sheet 1

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MAPS, CONTRACTS AND DEVIATIONS

Sheet 21

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LIST OF CONTRACTS AND DEVIATIONS

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(Continued)

Advice Letter No: 3990-E
 Decision No.

Issued by
Brian K. Cherry
 Vice President
 Regulation and Rates

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

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

AT&T	Department of Water Resources	North Coast SolarResources
Alcantar & Kahl LLP	Dept of General Services	Northern California Power Association
Ameresco	Douglass & Liddell	Occidental Energy Marketing, Inc.
Anderson & Poole	Downey & Brand	OnGrid Solar
BART	Duke Energy	Praxair
Barkovich & Yap, Inc.	Economic Sciences Corporation	R. W. Beck & Associates
Bartle Wells Associates	Ellison Schneider & Harris LLP	RCS, Inc.
Bloomberg	Foster Farms	Recurrent Energy
Bloomberg New Energy Finance	G. A. Krause & Assoc.	SCD Energy Solutions
Boston Properties	GLJ Publications	SCE
Braun Blaising McLaughlin, P.C.	GenOn Energy, Inc.	SMUD
Brookfield Renewable Power	Goodin, MacBride, Squeri, Schlotz & Ritchie	SPURR
CA Bldg Industry Association	Green Power Institute	San Francisco Public Utilities Commission
CLECA Law Office	Hanna & Morton	Seattle City Light
CSC Energy Services	Hitachi	Sempra Utilities
California Cotton Ginners & Growers Assn	In House Energy	Sierra Pacific Power Company
California Energy Commission	International Power Technology	Silicon Valley Power
California League of Food Processors	Intestate Gas Services, Inc.	Silo Energy LLC
California Public Utilities Commission	Lawrence Berkeley National Lab	Southern California Edison Company
Calpine	Los Angeles Dept of Water & Power	Spark Energy, L.P.
Cardinal Cogen	Luce, Forward, Hamilton & Scripps LLP	Sun Light & Power
Casner, Steve	MAC Lighting Consulting	Sunshine Design
Center for Biological Diversity	MBMC, Inc.	Sutherland, Asbill & Brennan
Chris, King	MRW & Associates	Tabors Caramanis & Associates
City of Palo Alto	Manatt Phelps Phillips	Tecogen, Inc.
City of Palo Alto Utilities	McKenzie & Associates	Tiger Natural Gas, Inc.
City of San Jose	Merced Irrigation District	TransCanada
City of Santa Rosa	Modesto Irrigation District	Turlock Irrigation District
Clean Energy Fuels	Morgan Stanley	United Cogen
Coast Economic Consulting	Morrison & Foerster	Utility Cost Management
Commercial Energy	NLine Energy, Inc.	Utility Specialists
Consumer Federation of California	NRG West	Verizon
Crossborder Energy	NaturEner	Wellhead Electric Company
Davis Wright Tremaine LLP	Navigant Consulting	Western Manufactured Housing Communities Association (WMA)
Day Carter Murphy	Norris & Wong Associates	eMeter Corporation
Defense Energy Support Center	North America Power Partners	