

PUBLIC UTILITIES COMMISSION

505 VAN NESS AVENUE

SAN FRANCISCO, CA 94102-3298

Tel. No. (415) 703-1691



April 15, 2004

Advice Letter 2519-G

Ms Anita Smith, Rate Analyst  
Pacific Gas and Electric Company  
77 Beale Street, 10B Mail Code  
San Francisco, CA 94177

Subject: Revisions to Gas Schedule G-CT – Core Gas Aggregation Service and Form 79-845

Dear Ms Smith:

Advice Letter 2519-G is effective April 1, 2004. A copy of the advice letter is sent herewith for your records.

Sincerely,

A handwritten signature in cursive script that reads "Paul Clamor".

Director  
Energy Division



**Pacific Gas and  
Electric Company**

**Karen A. Tomcala**  
Vice President  
Regulatory Relations

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February 11, 2004

**Advice 2519-G**

(Pacific Gas and Electric Company ID U 39 G)

**Subject: Revisions to Schedule G-CT--Core Gas Aggregation Service  
(Decisions 03-12-061, 04-01-047)**

Public Utilities Commission of the State of California

Pacific Gas and Electric Company (PG&E) hereby submits for filing revisions to its gas tariffs. The affected tariff sheets are listed on the enclosed Attachment I.

**Purpose**

This filing revises Schedule G-CT--*Core Gas Aggregation Service*, and related forms to make El Paso Natural Gas Company (El Paso) and Transwestern Pipeline Company (Transwestern) capacity available to core aggregation customers in compliance with El Paso Turned Back Capacity Decision (D.) 04-01-047, adopted January 22, 2004, and Gas Accord II D. 03-12-061, adopted December 18, 2003.

PG&E anticipates offering El Paso and Transwestern capacity to Core Transport Agents (CTAs) on behalf of core aggregation customers by March 15, 2004, for implementation by **April 1, 2004**.

**Background**

Gas Accord II D. 03-12-061 stated that, "In the event the El Paso capacity, and possibly Transwestern capacity, is assigned to the core, and is included as part of PG&E's CPIM, we shall permit [CTAs] to obtain a proportionate share of those core holdings." El Paso D. 04-01-047 confirms that El Paso and Transwestern capacity is assigned to core gas customers and included in the CPIM. D. 04-01-047 states that PG&E will make El Paso and Transwestern capacity available to its core aggregation customers under the terms and conditions as adopted in the Gas Accord II proceeding, Application 01-10-011. This filing implements provisions for CTAs to obtain their proportionate share of El Paso and Transwestern capacity in accordance with these decisions.



### Tariff Revisions

PG&E is revising Schedule G-CT to add references to El Paso and Transwestern capacity and delivery points available to CTAs. PG&E also is updating references to Gas Transmission Northwest Corporation (GTN) pipeline (formerly PG&E Gas Transmission-Northwest), and TransCanada Pipelines Limited – TransCanada's B.C. System and NOVA Gas Transmission LTD (formerly ANG and NOVA).

PG&E also is making corresponding revisions to Form 79-845—Core Gas Aggregation Service Agreement, page 1 (description of Attachment C), and page 3 (Firm Interstate Capacity). Attachments C, G and J are also being updated in this filing, including formatting changes for easier use by CTAs.

### Effective Date

As stated above, PG&E anticipates making capacity available to and signing interested CTAs up for El Paso and Transwestern capacity by March 15, 2004, for implementation by April 1, 2004. Therefore, PG&E requests approval of this filing effective **April 1, 2004**, which is more than 40 days' regular notice, and subject to Commission review and approval.

### Protests

Anyone wishing to protest this filing may do so by sending a letter by **March 2, 2004**, which is 20 days from the date of this filing. The protest must state the grounds upon which it is based, including such items as financial and service impact, and should be submitted expeditiously. Protests should be mailed to:

IMC Branch Chief – Energy Division  
California Public Utilities Commission  
505 Van Ness Avenue, 4<sup>th</sup> Floor  
San Francisco, California 94102

Facsimile: (415) 703-2200  
E-mail: [jjr@cpuc.ca.gov](mailto:jjr@cpuc.ca.gov)

Protests also should be sent by e-mail and facsimile to Mr. Jerry Royer, Energy Division, as shown above, and by U.S. mail to Mr. Royer at the above address.

The protest should be sent via both e-mail and facsimile to PG&E on the same date it is mailed or delivered to the Commission at the address shown below.



Pacific Gas and Electric Company  
Attention: Brian Cherry  
Director, Regulatory Relations  
77 Beale Street, Mail Code B10C  
P.O. Box 770000  
San Francisco, California 94177

Facsimile: (415) 973-7226  
E-mail: RxDd@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 via U.S. mail to parties shown on the attached list, and the parties on the service list for R. 02-06-041. Address changes should be directed to Sandra Ciach at (415) 973-7572. Advice letter filings can also be accessed electronically at: <http://www.pge.com/tariffs>

Vice President - Regulatory Relations

**Attachments**

cc: Service List – R. 02-06-041

**ATTACHMENT I  
ADVICE 2519-G**

<u>Cal. P.U.C. Sheet No.</u>	<u>Title of Sheet</u>	<u>Canceling Cal P.U.C. Sheet No.</u>
22252-G	Schedule G-CT—Core Gas Aggregation Service	20054-G
22253-G	Schedule G-CT (Cont'd.)	20055-G
22254-G	Form No. 79-845—Core Gas Aggregation Service Agreement	21752-G
22255-G	Table of Contents – Forms	21753-G
22256-G	Table of Contents – Nonresidential	22245-G
22257-G	Table of Contents	22246-G



SCHEDULE G-CT—CORE GAS AGGREGATION SERVICE  
(Continued)

OPTIONAL ASSIGNMENT OF FIRM PG&E INTERSTATE PIPELINE CAPACITY: Each month, the CTA will be offered an assignment of a pro rata share of the firm interstate capacity contracted for and held by PG&E for its core Customers. The CTA will be offered capacity on the Gas Transmission Northwest Corporation (GTN) pipeline, and, in accordance with Decision 04-01-047, on the El Paso Natural Gas Company (El Paso) and Transwestern Pipeline Company (Transwestern) pipelines, as described below. The amount of interstate capacity made available to the CTA will be the Group's January Capacity Factor times the firm interstate capacity reserved for PG&E's core Customers. The term of the capacity assignment will be one month. The CTA may accept any or all of the offered capacity assignment at the same rates that PG&E's Core Procurement Department pays for the capacity.

The firm interstate capacity reserved for PG&E's core Customers is:

GTN (at Malin, Oregon).....609,968 Dth/d (T)  
El Paso (at Topock, Arizona).....198,956 Mcf/d (N)

CTAs must take a proportional share of El Paso capacity from each receipt point on the El Paso pipeline. The volumes from each receipt point are:

Blanco Pool.....130,106 Mcf/d  
IMILAGRO.....0 Mcf/d  
IMOITRKA.....923 Mcf/d  
ISJCMLX.....21,449 Mcf/d  
Waha Pool.....46,478 Mcf/d

Any additional costs that may result from the CTA's utilization of El Paso capacity (i.e., increased costs associated with changing receipt points when scheduling on a discounted contract) are the sole responsibility of the CTA. (N)

Transwestern (at Topock, Arizona).....150,000 Dth/d (T)

For each month, the CTA shall execute an Optional Assignment to Core Transport Agent of Firm Interstate Pipeline Capacity (Optional Interstate Capacity Assignment) (Form 79-845, Attachment C) in order to exercise any preferential right to an assignment of the offered capacity for the following calendar month. The CTA shall be required to confirm the volume of its monthly preference to PG&E within 5 days of notification from PG&E of such right. Failure to execute the Optional Interstate Capacity Assignment by PG&E's stated deadline will result in the CTA losing preferential right to the capacity for that month. Once the capacity assignment is confirmed by the CTA, the assignment cannot be changed. (T)

The CTA must meet creditworthiness requirements of the interstate pipeline prior to PG&E approval of the Optional Interstate Capacity Assignment. The CTA shall assume full responsibility for paying the applicable interstate pipeline charges for any interstate capacity assigned to the CTA on behalf of Customers of the Group, and shall make such payment directly to the applicable interstate pipeline, in accordance with pipeline tariffs approved by the Federal Energy Regulatory Commission (FERC).



SCHEDULE G-CT—CORE GAS AGGREGATION SERVICE  
(Continued)

OPTIONAL  
ASSIGNMENT OF  
FIRM CANADIAN  
CAPACITY:

Each month, to the extent it is available, the CTA will be offered an assignment of a share of firm capacity contracted for and held by PG&E for its core Customers on TransCanada Pipelines Limited – TransCanada’s B.C. System (TCBC) and associated capacity on NOVA Gas Transmission LTD. (NGTL) (together, referred to as Canadian Capacity). The CTA will have a preferential right to Canadian Capacity when exercising a preferential right to GTN capacity in the same month. Only the incremental pro rata portion of PG&E’s Canadian Capacity available above the matching point, as defined below, will be offered to the CTA. The CTA may accept any or all of the offered Canadian Capacity, in proportional quantities of TCBC and NGTL. The Canadian Capacity will be offered at the full as-billed rate. The term of the Canadian Capacity assignment will be one month. (T)

The matching point is defined as the point where the amount of firm interstate capacity PG&E has contracted for and holds for its core Customers on GTN, less the amount made available to CTAs on behalf of Customers in their Groups, can accommodate the amount of capacity PG&E has contracted for and has available on TCBC and NGTL pipelines for its core customers. The matching point calculation will be done assuming the maximum tariff fuel and line loss percentage rate, adjusted for any current Fuel and Line Loss Surcharge Percentage, on GTN and TCBC. Canadian Capacity will not be offered to CTAs under this provision for months in which the matching point is not reached. (T)

The amount of Canadian Capacity offered to the CTA each month is proportionate to the amount of GTN capacity offered to the CTA. The initial Canadian Capacity allocation is the ratio of GTN capacity offered to the CTA to the total amount of GTN capacity offered to all CTAs, multiplied by the amount of Canadian Capacity that is available for all CTAs for that month. Acceptance of TCBC and NGTL components of Canadian Capacity must be made in the same proportion as it is offered. (T)

After the initial offering each month, Canadian Capacity made available to the CTA, but not accepted, will be offered, upon request, to those CTAs that fully exercise their preferential right to the initial offering. If requests for additional capacity are in excess of the available capacity, the capacity will be offered pro rata based on the CTA’s share of offered GTN capacity. (T)

For each month, the CTA shall execute an Optional Assignment to Core Transport Agent of Firm Canadian Pipeline Capacity (Optional Canadian Capacity Assignment) (Form 79-845, Attachment G) in order to exercise any preferential right to an assignment of the offered capacity for the following calendar month. The CTA shall be required to confirm to PG&E the volume of its monthly preference within 5 days of notification from PG&E of such right. Failure to execute the Optional Canadian Capacity Assignment by PG&E’s stated deadline will result in the CTA losing preferential right to the capacity for that month.

If CTAs do not exercise their preferential right to firm Canadian capacity offered to them, PG&E may offer and broker this capacity to other shippers up to the duration of PG&E’s contracts with TCBC and NGTL on a firm or as-available basis. Capacity brokered in this manner in any month will be deducted from the amount available to all CTAs. (T)

The CTA shall assume full responsibility for paying the applicable pipeline charges for any Canadian Capacity assigned to the CTA on behalf of Customers of the Group, and shall make such payment directly to the applicable pipeline, in accordance with approved pipeline tariffs.

(Continued)



**Pacific Gas and Electric Company**  
San Francisco, California

Canceling

Revised  
Revised

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

22254-G  
21752-G

PACIFIC GAS AND ELECTRIC COMPANY  
CORE GAS AGGREGATION SERVICE AGREEMENT  
FORM NO. 79-845 (2/04)  
REVISED EXHIBITS C, G & J (2/04)  
(ATTACHED)

(T)  
(T)

Advice Letter No. 2519-G  
Decision No. 03-12-061,04-01-047

Issued by  
**Karen A. Tomcala**  
Vice President  
Regulatory Relations

Date Filed February 11, 2004  
Effective April 1, 2004  
Resolution No. \_\_\_\_\_

**Distribution:**

- PG&E Program Administrator (original)
- CTA
- PG&E Gas Contract Administrator
- PG&E Credit Manager

**For PG&E Use Only**

CTA Group No.: \_\_\_\_\_  
 Billing Account No.: \_\_\_\_\_  
 Date Received: \_\_\_\_\_  
 Effective Service Date: \_\_\_\_\_  
 Termination Date: \_\_\_\_\_

**Pacific Gas and Electric Company**

**CORE GAS AGGREGATION SERVICE AGREEMENT**

This Core Gas Aggregation Service Agreement (CTA Agreement or Agreement) is made by and between Pacific Gas and Electric Company (PG&E), a California Corporation, and \_\_\_\_\_, to be known as a Core Transport Agent (CTA). PG&E and CTA are collectively herein referred to as "Parties" and individually as "Party." CTA requests that PG&E provide Core Gas Aggregation Service to CTA on behalf of its Core Transportation Group (Group). CTA shall be considered an Agent for the Group, and for individual Group members, who are Core End-Use Customers receiving transportation service and who have selected the CTA as their gas supplier, pursuant to Schedule G-CT.

The CTA agrees to abide by the applicable sections of PG&E's tariffs, including its rate schedules and gas Rules, as well as the terms and conditions stated in this Agreement and Attachments hereto. The Attachments described below are hereby made a part of this Agreement and specify terms and conditions of Core Gas Aggregation Services provided by PG&E pursuant to its tariffs, including Schedule G-CT and gas Rule 23.

**TERM OF AGREEMENT**

This Agreement will become effective as of \_\_\_\_\_ (Effective Service Date) and will remain in effect unless terminated by the CTA or PG&E in accordance with this Agreement, Schedule G-CT and/or gas Rule 23.

**ATTACHMENTS**

(A) Customer Authorization for Core Gas Transportation Service (Authorization). Attachment A provides one method by which CTA may obtain authorization from a Core End-Use Customer to act on the Customer's behalf to provide Core Gas Aggregation Service.

(B) Core Transport Group Summary (Group Summary). This Attachment is no longer in use.

(C) Optional Assignment to Core Transport Agent of Firm Interstate Pipeline Capacity (Optional Interstate Capacity Assignment). In accordance with Schedule G-CT, the CTA will be offered assignment, on a month-to-month basis, of a pro rata share of firm interstate pipeline capacity contracted for and held by PG&E for its core customers on the Gas Transmission Northwest Corporation, El Paso Natural Gas Company and Transwestern Pipeline Company pipelines, which will be identified in Attachment C of this Agreement. If CTA has multiple CTA Agreements, the assigned volumes for Attachment(s) C with the same term will be combined and considered as one direct assignment with the interstate pipeline, unless otherwise agreed by the Parties.

(D) Core Firm Storage Declarations (Core Storage) PG&E will allocate to CTA a pro rata share of core firm storage capacity, which allocation shall be set forth in Attachment D of this CTA Agreement. This attachment will record amounts accepted, rejected, and assigned to the CTA. Amounts of core firm storage capacity held by the CTA (Assigned Storage) will be used according to Schedule G-CT and Schedule G-CFS and will be paid for by the CTA.

(E) Termination of Customer Authorization for Core Gas Transportation Service (Termination). This Attachment is no longer in use.

## CORE GAS AGGREGATION SERVICE AGREEMENT (Cont'd.)

(F) Formal Communications Between Parties (Communications). Any formal communications concerning this Agreement shall be in writing and shall be delivered by hand or certified delivery to the appropriate address shown in Attachment F and shall be deemed to be received as of the delivery date. Operational communications regarding billing, capacity, forecasts, imbalances, and other matters will be directed as indicated on the most recent version of this Attachment, as provided by CTA. CTA will promptly submit changes in this Attachment to PG&E.

(G) Optional Assignment to Core Transport Agent of Firm Canadian Pipeline Capacity (Optional Canadian Capacity Assignment). In accordance with Schedule G-CT, the CTA may be offered assignment, on a month-to-month basis, of an incremental pro rata portion of PG&E's available firm Canadian pipeline capacity, which will be identified in Attachment G of this Agreement. If CTA has multiple CTA Agreements, the assigned volumes for Attachment(s) G with the same term will be combined and considered as one direct assignment of Canadian pipeline capacity unless otherwise agreed by the Parties.

(H) Authorization for Early Termination Any CTA who authorizes PG&E to terminate Core Gas Aggregation Service prior to the initial twelve (12) month term must execute an Attachment H.

(I) Certification of Alternate Resources for Rejected Storage Withdrawal Capacity (Alternate Resources) In accordance with Schedule G-CT, Alternate Resources are required to the extent that the CTA rejects all or part of either an Initial Storage Allocation or a Mid-Year Storage Allocation.

(J) Declaration of Alternate Winter Capacity (Winter Capacity) Pursuant to Schedule G-CT, CTAs may be required, during the Winter Season, to contract for firm intrastate capacity. If such a CTA chooses not to accept PG&E pro rata allocation of winter intrastate capacity, Attachment J must be executed for each winter month and transmitted to PG&E within five (5) days of CTA's receipt of notice of their Firm Winter Capacity Requirement.

(K) Core Transport Agent Billing Agreement (Consolidated Billing Credits) Attachment K must be executed if: 1) the CTA provides consolidated billing and PG&E no longer sends end-users an information-only bill; 2) the CTA shall be responsible for providing the end-user with the required billing and customer protection information; and 3) PG&E is to provide a billing credit to the CTA or the end-user for PG&E's avoided costs.

(L) Consolidated PG&E Billing In accordance with gas Rule 23, Attachment L must be executed if the CTA authorizes PG&E to provide Consolidated PG&E Billing.

### BILLING AND PAYMENT

CTA is ultimately responsible for paying PG&E for all charges associated with Core Gas Aggregation Service that PG&E provides to CTA on behalf of Customers in the Group. These charges include, but are not limited to, excess imbalance charges specified in Schedule G-BAL, Operational Flow Order, Emergency Flow Order and Involuntary Diversion Compliance Charges specified in gas Rule 14, payment to interstate pipelines for capacity assigned to CTA per Attachment(s) C herein, payment to PG&E for Canadian capacity assigned to CTA per Attachment(s) G herein, and storage costs specified in Schedule G-CT and Schedule G-CFS, and Consolidated PG&E charges and fees specified in Schedule G-ESP.

PG&E will bill CTA for services rendered under this Agreement. Bills are due and payable upon receipt. Payment shall be considered past due if full payment has not been received by PG&E within fifteen (15) calendar days of the transmittal date of PG&E's billing statement. If full payment is not received by the due date, this Agreement is subject to termination by PG&E as set forth in gas Rule 23.

In the event of a billing dispute, the bill must be paid in full by CTA pending resolution of the dispute under California Public Utilities Commission (CPUC) procedures. Such payment shall not be deemed a waiver of CTA's right to a refund. The Agreement may not be subject to termination for any billing dispute pending before the CPUC.

### CREDITWORTHINESS

CTA must meet creditworthiness requirements as set forth in gas Rule 23 before providing Core Gas Aggregation Service to a Group under this Agreement.

## CORE GAS AGGREGATION SERVICE AGREEMENT (Cont'd.)

### FIRM INTERSTATE CAPACITY

Subject to approval of the interstate pipeline, PG&E will offer an assignment to CTA of a pro rata share of firm interstate pipeline capacity (Interstate Capacity) contracted for and held by PG&E for its core customers under the terms and conditions set forth herein and in Schedule G-CT.

Attachment C specifies the terms and conditions for direct assignment of Interstate Capacity to CTA for service to Customers in its Group. Attachment C must be executed by the Parties prior to assignment of Interstate Capacity. The assignment will be made on a month-to-month basis pursuant to Schedule G-CT.

CTA is responsible for all charges associated with Interstate Capacity including, but not limited to, reservation charges, volumetric charges, all penalties, and late charges directly to the interstate pipeline in accordance with rules and charges set forth by the interstate pipeline.

If CTA defaults on its payments to the interstate pipeline and the interstate pipeline bills PG&E for any unpaid charges, CTA will be considered in violation of this CTA Agreement until CTA meets all outstanding financial obligations to the interstate pipeline and the interstate pipeline so notifies PG&E. If CTA fails to pay the interstate pipeline, PG&E may terminate this CTA Agreement and reclaim Interstate Capacity acquired or awarded to CTA.

CTA shall indemnify, reimburse and otherwise hold PG&E harmless for all losses, reasonably incurred costs, expenses, damages, and liabilities relating to Interstate Capacity covered by this Agreement. Any Interstate Capacity assigned per Attachment C herein shall at all times be subject to the jurisdiction of the Federal Energy Regulatory Commission (FERC) and applicable FERC pipeline tariffs.

### CTA CORE FIRM STORAGE ALLOCATION

PG&E will allocate to CTA, and CTA has the option to reject a percentage of their pro rata share of core firm storage capacity, under the terms and conditions set forth herein and in Schedule(s) G-CT and G-CFS. Attachment D, which specifies the terms and conditions for assignment of core firm storage allocation to CTA for service to Customers in its Group, must be executed by the CTA and PG&E prior to commencement of service under this CTA Agreement.

For any and all storage capacity rejected from an Initial or Mid-Year Storage Allocation, CTA agrees to obtain Alternate Resources, as provided in Schedule G-CT, equivalent in amount to the amounts of withdrawal capacity rejected, for each month of the Winter Season. CTA agrees to provide timely monthly certifications of its Alternate Resources, as set forth in Attachment I to this Agreement.

For any and all rejected PG&E storage allocations, the CTA releases PG&E from any and all liability arising out of or associated with the CTA's rejection thereof and with the associated injection, inventory and withdrawal capacity not being available for the CTA's use. Further, the CTA shall indemnify PG&E for any and all losses, including direct and consequential damages, that arise from or are associated with: (i) any representation in the CTA's monthly certifications respecting Alternate Resources (Attachment I) which turn out to be inaccurate; (ii) any failure of the CTA's Alternate Resources to perform as compared to the storage resources which would have been available to the CTA from PG&E's allocated core storage capacity had the PG&E storage capacity not been rejected by the CTA; and/or (iii) any failure to provide such certifications as required in Schedule G-CT.

### FIRM CANADIAN CAPACITY

Subject to approval of appropriate Canadian pipeline (Pipeline), PG&E will offer an assignment to CTA of an incremental pro rata portion of firm pipeline capacity on TransCanada Pipelines Limited - TransCanada's B.C. System (TCBC) and associated capacity on NOVA Gas Transmission LTD. (NGTL), (together referred to as Canadian Capacity) under the terms and conditions set forth herein and in Schedule G-CT.

## CORE GAS AGGREGATION SERVICE AGREEMENT (Cont'd.)

Attachment G specifies the terms and conditions for assignment of Canadian Capacity to CTA for service to Customers in its Group. Attachment G must be executed by the Parties prior to assignment of Canadian Capacity. The assignment will be made on a month-to-month basis pursuant to Schedule G-CT.

CTA is responsible for all charges associated with Canadian Capacity including, but not limited to, reservation charges, volumetric charges, all penalties, and late charges directly to Pipeline in accordance with rules and charges set forth by Pipeline.

If CTA defaults on its payments to Pipeline and Pipeline bills PG&E for any unpaid charges, CTA will be considered in violation of this CTA Agreement until CTA meets all outstanding financial obligations to Pipeline and Pipeline so notifies PG&E. If CTA fails to pay Pipeline, PG&E may terminate this CTA Agreement and reclaim Canadian Capacity acquired or awarded to CTA.

CTA shall indemnify, reimburse, and otherwise hold PG&E harmless for all losses, reasonably incurred costs, expenses, damages, and liabilities relating to Canadian Capacity covered by this Agreement. Any Canadian Capacity assigned per Attachment G herein shall at all times be subject to the jurisdiction of any governing Canadian authorities and applicable pipeline tariffs.

### COMMUNICATIONS

Formal communications concerning this CTA Agreement shall be in writing and shall be delivered by hand or certified delivery to the appropriate address specified in Attachment F hereto and shall be deemed to be received as of the delivery date. The contacts, addresses, and telecopier numbers designated on Attachment F may be changed from time to time, by the party affected, upon receipt of a revised Attachment F by the other party.

### ASSIGNMENT

Neither Party may assign all or any portion of this CTA Agreement without the written consent of the other Party provided, however, notice only, and not consent, is required if an assignment of PG&E's entire interest hereunder is made to a parent or affiliate of PG&E or to an entity succeeding to all or substantially all of the business properties and assets of PG&E or to the business function to which this Agreement relates. Any successor to, transferee, or assignee of the rights of a Party, whether by voluntary transfer, judicial sale, foreclosure sale, or otherwise, shall be subject to all terms and conditions of this Agreement to the same extent as though such successor, transferee or assignee were an original Party.

### FORCE MAJEURE

- (a) In the event either CTA or PG&E is rendered unable, wholly or in part, by force majeure to carry out its obligations under this CTA Agreement, it is agreed that, upon such Party giving notice as soon as practicable in writing (or as soon as practicable by facsimile or telephone if confirmed in writing within seventy-two (72) hours) to the other Party no later than five (5) business days after the onset of the force majeure condition, then the obligations of the Party giving such notice, so far as they are affected by such force majeure, shall be suspended during the continuance of the effects of the cause; provided that such notice shall give the other Party reasonably full particulars of such force majeure, including the circumstances preventing or delaying performance hereunder; and provided that the Party subject to such force majeure shall remedy it so far as possible with all reasonable dispatch; and further provided, that no force majeure shall be cause for delay in the payment for services rendered.
- (b) The term "force majeure," as employed herein, shall mean acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, wars, blockage, insurrection, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, high water, washouts, civil disturbances, explosions, breakage, blockage or accident to machinery or lines of pipe, the necessity for making non-routine repairs or non-routine alterations to machinery or lines of pipe, freezing lines of pipe, acts of civil or military authority (including, but not limited to, courts, or administrative or regulatory agencies), and any other cause, whether of the kind herein enumerated or otherwise, not within the control of the Party claiming suspension and which, by the exercise of due diligence, that Party is unable to prevent or overcome.

## CORE GAS AGGREGATION SERVICE AGREEMENT (Cont'd.)

- (c) It is understood and agreed that the settlement of strikes or lockouts shall be entirely within the discretion of the Party having the difficulty, and the above requirement that any force majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes or lockouts when such course is inadvisable in the discretion of the Party having the difficulty.
- (d) It is understood and agreed that "force majeure" as used herein shall not include scheduled and routine maintenance and repairs of machinery and lines of pipe, operational flow orders, emergency flow orders or diversion orders in accordance with PG&E's gas Rule 14, financial considerations, or the unavailability of upstream or downstream transportation or supply.

### GENERAL

PG&E shall have no liability to Group/Customer/CTA, or any assignee thereof, for any curtailments or interruptions of service or losses of gas pursuant to this Agreement, PG&E's gas Rules or rate schedules. The liability of PG&E for any curtailments, interruptions of service or gas losses otherwise arising out of mistakes, omissions, interruptions, delays, errors or defects in any of the gas services or facilities used or furnished by PG&E shall in no event exceed an amount equal to any applicable pro rata charges for the period during which the services or facilities are affected by the mistake, omission, interruption, loss, delay, error or defect, provided, however, that the provisions hereof shall not apply to damages caused by willful misconduct, fraudulent conduct or violations of law by PG&E.

No Party under this Agreement shall be assessed any special, punitive, consequential, incidental, or indirect damages, whether in contract or tort (including negligence) or otherwise, for any breach, actions or inactions arising from, out of, or related to this Agreement.

PG&E may accept facsimile copies of this Agreement and any other notices or agreements hereunder, and the same shall be binding on the CTA or Customer as though they were original signed documents. PG&E may accept the signature of any representative of the CTA or Customer on any such agreement or notice, and the same shall be binding on CTA or Customer without any obligation on PG&E's part to verify that the person so signing has authority to bind CTA or Customer provided that the CTA or Customer may, and has the affirmative obligation to, provide PG&E with a list of people authorized by the CTA or Customer to execute such documents or agreements with PG&E and, if the CTA or Customer provides such a list, PG&E shall limit its acceptance of and reliance on such documents accordingly.

With the exception of CPUC-approved tariff and rule changes, no subsequent waiver, modification or amendment of this Agreement or attachments shall be effective, including such changes the CPUC may direct as provided below, unless in writing and signed by a duly authorized representative of the Parties, provided, however, that modifications to Attachment A require the signature of the CTA and the Customer, but not PG&E.

This CTA Agreement does not change the obligations, restrictions or rights contained in other agreements between the Parties unless expressly set forth in this Agreement. The Parties agree that all understandings between them regarding the services to be provided under this Agreement are set forth or referenced in this Agreement. No agreements, representations, memoranda, or any other form of communication, written or oral, exchanged before the signing of this Agreement (other than PG&E's tariffs), shall be grounds for altering or interpreting the terms of this CTA Agreement.

The waiver by either Party of any breach of any term, covenant or condition contained in this Agreement, or any default in the performance of any obligations under this Agreement, shall not be deemed to be a waiver of any other breach or default of the same or any other term, covenant, condition or obligation. Nor shall any waiver of any incident of breach or default constitute a continuing waiver of the same.

This Agreement shall be interpreted under the laws of the State of California. This Agreement and the obligations of the Parties are subject to all valid laws, orders, rules, and regulations of authorities (or the successors of those authorities) having jurisdiction over this Agreement or the Parties' actions thereunder.

## CORE GAS AGGREGATION SERVICE AGREEMENT (Cont'd.)

This Agreement shall at all times be subject to any changes or modifications the CPUC may direct from time to time in the exercise of its jurisdiction. Such changes or modifications may be made to this Agreement or to PG&E's applicable tariff schedules and rules. This Agreement in all respects shall be and remains subject to PG&E's gas Rules in effect during the term of this Agreement, as they may change from time to time.

Complaints against the utility arising out of this Agreement shall be enforced only under the provisions of Section 1702 of the Public Utilities Code. Each Party shall be entitled to recover reasonable costs, including attorney fees, to collect payment for services performed or other amounts due and owing under this Agreement.

Neither CTA nor Customer shall take any action which may subject PG&E's gas operations or facilities to the jurisdiction of the FERC or any successor to the FERC. Any such action is cause for the immediate termination of this Agreement.

**Core Transport Agent:**

**Pacific Gas and Electric Company:**

\_\_\_\_\_  
(CTA Name)

\_\_\_\_\_  
(Authorized Representative)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Authorized Representative)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

Attachments: Attachments A, C, D, F, G, H, I, J, K, L  
Schedules G-CT, G-BAL, G-CFS, G-ESP  
Gas Rules 1, 14, 21, 21.1, 23, 25

**Distribution:**

- PG&E Program Administrator
- CTA
- PG&E Gas Contract Administrator (original)
- PG&E Credit Manager

**For PG&E use only**

CTA Group No.: \_\_\_\_\_  
 TSA No.: \_\_\_\_\_  
 Date Received: \_\_\_\_\_  
 Effective Service Date: \_\_\_\_\_  
 Termination Date: \_\_\_\_\_

**ATTACHMENT C**

**OPTIONAL ASSIGNMENT TO CORE TRANSPORT AGENT OF FIRM INTERSTATE PIPELINE CAPACITY**

This Attachment C specifies the capacity and terms under which PG&E will assign to CTA a pro rata share of firm interstate capacity held by PG&E for its core customers on the Gas Transmission Northwest Corporation, El Paso Natural Gas Company and Transwestern Pipeline Company pipelines. The daily volume of firm capacity offered for assignment is based on the January Capacity Factor of the Core Transport Group (Group) in accordance with Schedule G-CT. The assignment is at the same rates that PG&E's Core Procurement pays for the capacity. The CTA's signature below demonstrates its acceptance of the capacity, i.e., "Daily Volume Accepted for Assignment."

**Interstate Pipeline:**

**Gas Transmission Northwest**

Daily Volume Offered for Assignment: \_\_\_\_\_ Dth/D  
 Daily Volume Accepted for Assignment: \_\_\_\_\_ Dth/D  
 Excess (Offered minus Accepted) \_\_\_\_\_ Dth/D

**Interstate Pipeline:**

**El Paso Natural Gas Company**

Daily Volume Offered for Assignment: \_\_\_\_\_ Mcf/D  
 Daily Volume Accepted for Assignment: \_\_\_\_\_ Mcf/D  
 Excess (Offered minus Accepted) \_\_\_\_\_ Mcf/D

**Interstate Pipeline:**

**Transwestern Pipeline Company**

Daily Volume Offered for Assignment: \_\_\_\_\_ Dth/D  
 Daily Volume Accepted for Assignment: \_\_\_\_\_ Dth/D  
 Excess (Offered minus Accepted) \_\_\_\_\_ Dth/D

Term: For the calendar month of \_\_\_\_\_  
 (Month, Year)

**Accepted by:**

**Pacific Gas & Electric Company**

\_\_\_\_\_  
(CTA [Company] Name)

\_\_\_\_\_  
(PG&E Signature)

\_\_\_\_\_  
(Signature of CTA or duly-authorized representative)

\_\_\_\_\_  
(PG&E Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)

**Distribution:**

- PG&E Program Administrator
- CTA
- PG&E Gas Contract Administrator (original)
- PG&E Credit Manager

**For PG&E use only**

CTA Group No.: \_\_\_\_\_  
 TSA No.: \_\_\_\_\_  
 Date Received: \_\_\_\_\_  
 Effective Service Date: \_\_\_\_\_  
 Termination Date: \_\_\_\_\_

**ATTACHMENT G**

**OPTIONAL ASSIGNMENT TO CORE TRANSPORT AGENT OF FIRM CANADIAN PIPELINE CAPACITY**

This Attachment G specifies the capacity and terms under which PG&E will assign to CTA an incremental pro rata portion of firm capacity contracted for and held by PG&E for its core customers on TransCanada Pipelines Limited - TransCanada's B.C. System (TCBC) and associated capacity on NOVA Gas Transmission LTD. (NGTL), (together referred to as Canadian Capacity), in accordance with Schedule G-CT. The daily volume of firm Canadian Capacity initially offered for assignment to CTA is based on the amount of firm Gas Transmission Northwest Corporation capacity accepted by CTA for the Core Transport Group (Group), as specified in Attachment C. If CTA fully exercises its option to the initial Canadian Capacity offered, any Canadian Capacity remaining after the initial offering will be made available to CTA upon written request as indicated below. The CTA's signature below demonstrates its acceptance of the initial capacity, i.e., "Initial Daily Volume Accepted for Assignment," and remaining capacity, to the extent it is available.

CTA Group Number: \_\_\_\_\_

Pipeline: TCBC and associated capacity on NGTL, adjusted for line loss

Initial Daily Volume Offered for Assignment: \_\_\_\_\_ Gj/d

Initial Daily Volume Accepted for Assignment: \_\_\_\_\_ Gj/d

Excess (Offered minus Accepted): \_\_\_\_\_ Gj/d

**[Check here to accept any remaining capacity]** CTA will accept their Groups' pro rata share of any Canadian Capacity remaining after the initial offering, not to exceed \_\_\_\_\_ Gj/d of TCBC delivery capacity and associated NGTL capacity.

**For PG&E Use:**

**The total Daily Volume of Canadian Capacity Accepted for Assignment by CTA:** \_\_\_\_\_ Gj/d

Term: For the calendar month of \_\_\_\_\_ (Month, Year)

Price: 100 Percent of Full As-Billed Rate, plus applicable surcharges

**Accepted by:**

\_\_\_\_\_  
(CTA [Company] Name)

**Pacific Gas & Electric Company**

\_\_\_\_\_  
(Signature of CTA or duly-authorized representative)

\_\_\_\_\_  
(PG&E Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)

ATTACHMENT J

DECLARATION OF ALTERNATE WINTER CAPACITY

Core Transport Agent: \_\_\_\_\_ Group Number: \_\_\_\_\_

This Attachment to the Core Gas Aggregation Service Agreement (CTA Agreement) executed by PG&E and Core Transport Agent (CTA) is made subject to its terms and provisions and is a legally binding document.

Pursuant to Schedule G-CT, CTAs may be required, during the Winter Season, November 1 through March 31, to contract for firm intrastate transmission capacity equal to the Core Transport Group's pro rata share of PG&E's core reservation of firm intrastate pipeline capacity, excluding the California on-system reservation (Firm Winter Capacity Requirement). This attachment is to be executed by CTA and submitted to PG&E within five (5) days of this notification, in the event CTA is required to meet this Firm Winter Capacity Requirement and does not accept its path-specific proportionate share of firm intrastate transmission pipeline capacity PG&E has reserved for Core End-Use Customers.

(1) For \_\_\_\_\_ (month) of \_\_\_\_\_ (year), CTA Firm Winter Capacity Requirement is \_\_\_\_\_ Dth/day.

(2) For this winter month, the CTA has accepted a total of \_\_\_\_\_ Dth/day of intrastate capacity reserved for core.

(3) The difference between the above amounts in Row (1) and Row (2) is \_\_\_\_\_ Dth/day.

As representative of CTA, the undersigned declares the resources listed below meet the specifications for firm winter capacity as specified in Schedule G-CT. The undersigned also declares that the resources will total to at least the amount shown in Row (3) throughout this winter month, and will be held by the CTA during this winter month to fulfill this remaining Firm Winter Capacity Requirement.

\_\_\_\_\_ Dth/day PG&E GTSA No. \_\_\_\_\_ Exhibit No. \_\_\_\_\_ from \_\_\_\_\_ to \_\_\_\_\_

\_\_\_\_\_ Dth/day PG&E GTSA No. \_\_\_\_\_ Exhibit No. \_\_\_\_\_ from \_\_\_\_\_ to \_\_\_\_\_

\_\_\_\_\_ Dth/day PG&E GTSA No. \_\_\_\_\_ Exhibit No. \_\_\_\_\_ from \_\_\_\_\_ to \_\_\_\_\_

\_\_\_\_\_ Dth/day PG&E GTSA No. \_\_\_\_\_ Exhibit No. \_\_\_\_\_ from \_\_\_\_\_ to \_\_\_\_\_

\_\_\_\_\_ Dth/day PG&E GTSA No. \_\_\_\_\_ Exhibit No. \_\_\_\_\_ from \_\_\_\_\_ to \_\_\_\_\_

\_\_\_\_\_ Dth/day PG&E GTSA No. \_\_\_\_\_ Exhibit No. \_\_\_\_\_ from \_\_\_\_\_ to \_\_\_\_\_

\_\_\_\_\_ Dth/day PG&E GTSA No. \_\_\_\_\_ Exhibit No. \_\_\_\_\_ from \_\_\_\_\_ to \_\_\_\_\_

In the event PG&E determines that CTA has in fact not met its Firm Winter Capacity Requirement, PG&E may, without further notice, terminate the CTA Agreement between PG&E and the undersigned.

Core Transport Agent

Name of Authorized Representative: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_



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79-744	10/88	Declaration of Eligibility for Baseline Quantities for Residential RV Parks .....	12793-G
<u>NON-RESIDENTIAL</u>			
M62-1491	1/97	Summary Bill Agreement	17782-G
79-753	1/97	Compressed Natural Gas Fueling Agreement .....	17655-G
79-755	8/02	Agreement for Supply of Natural Gas for Compression as a Motor-Vehicle Fuel .....	21179-G
79-756	8/97	Natural Gas Service Agreement.....	21134-G
79-757	8/97	Natural Gas Service Agreement Modification Revised Exhibits.....	18289-G
79-762	4/00	Imbalance Trading Form for Schedule G-BAL Service .....	19787-G
79-780	8/97	Agreement for Assigned Interstate Capacity for Service to Core Customers .....	18291-G
79-788	2/94	Agreement for Adjustment for Natural Gas Energy Efficiency Measures .....	16387-G
79-791	5/94	Pipeline Expansion Firm Transportation Service Agreement.....	16551-G
79-796	5/99	Notice of Gas Storage Inventory Transfer.....	19378-G
79-844	11/95	Agreement to Provide Compressed Natural Gas (CNG) Station Maintenance Service.....	17264-G
79-845	2/04	Core Gas Aggregation Service Agreement.....	22254-G

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G-NFS	Negotiated Firm Storage Service.....	20829,19218-G
G-NAS	Negotiated As-Available Storage Service .....	20830-G
G-CFS	Core Firm Storage .....	21367,20047-G
G-AFT	Annual Firm Transportation On-System .....	22052,22053,22054-G
G-AFTOFF	Annual Firm Transportation Off-System .....	22055,22056,22057-G
G-SFT	Seasonal Firm Transportation On-System Only .....	21827,22058,22059-G
G-AA	As-Available Transportation On-System.....	21829,22060-G
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G-NFT	Negotiated Firm Transportation On-System .....	21833,22062,22063-G
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G-NAAOFF	Negotiated As-Available Transportation Off-System .....	21839,19297,21840-G
G-CARE	CARE Program Service for Qualified Nonprofit Group-Living and Qualified Agricultural Employee Housing Facilities.....	20595-G
G-XF	Pipeline Expansion Firm Intrastate Transportation Service .....	22065,22066-G
G-PARK	Market Center Parking Service .....	20870,18177-G
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G-CRED	Billing Credits for CTA-Consolidated Billing.....	20063-G	
G-SUR	Customer-Procured Gas Franchise Fee Surcharge .....	21987-G	
G-ESP	Consolidated PG&E Billing Services to Core Transport Agents .....	21739-G	

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G-NGV1	Experimental Natural Gas Service for Compression on Customer's Premises ..	22242,18625-G
G-NGV2	Experimental Compressed Natural Gas Service .....	22243,18626-G
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G-CP	Gas Procurement Service to Core End-Use Customers .....	22240-G
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G-COG	Gas Transportation Service to Cogeneration Facilities .....	22039,20857,18114,18985-G
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G-WSL	Gas Transportation Service to Wholesale/Resale Customers .....	22043,22044,22045-G
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**PGE Gas 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  
Applied Power Technologies  
Arter & Hadden LLP  
Avista Corp  
Barkovich & Yap, Inc.  
BART  
Blue Ridge Gas  
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  
Chevron USA Production Co.  
Childress, David A.  
City of Glendale  
City of Palo Alto  
City of Redding  
CLECA Law Office  
Constellation New Energy  
CPUC  
Creative Technology  
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  
Downey, Brand, Seymour & Rohwer  
Duke Energy  
Duke Energy North America  
Duncan, Virgil E.  
Dutcher, John  
Dynegy Inc.  
Ellison Schneider  
Energy Law Group LLP  
Enron Energy Services

Exelon Energy Ohio, Inc  
Exeter Associates  
Foster Farms  
Foster, Wheeler, Martinez  
Franciscan Mobilehome  
Future Resources Associates, Inc  
G. A. Krause & Assoc  
GLJ Energy Publications  
Goodin, MacBride, Squeri, Schlotz &  
Grueneich Resource Advocates  
Hanna & Morton  
Heeg, Peggy A.  
Hogan Manufacturing, Inc  
House, Lon  
Integrated Utility Consulting Group  
International Power Technology  
Interstate Gas Services, Inc.  
J. R. Wood, Inc  
JTM, Inc  
Kaiser Cement Corp  
Korea Elec Power Corp  
Luce, Forward, Hamilton & Scripps  
Marcus, David  
Masonite Corporation  
Matthew V. Brady & Associates  
Maynor, Donald H.  
McKenzie & Assoc  
McKenzie & Associates  
Meek, Daniel W.  
Mirant California, LLC  
Modesto Irrigation Dist  
Morrison & Foerster  
Morse Richard Weisenmiller & Assoc.  
Navigant Consulting  
New United Motor Mfg, Inc  
Norris & Wong Associates  
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  
Price, Roy  
Product Development Dept  
Provost Pritchard  
R. M. Hairston & Company  
R. W. Beck & Associates  
Recon Research  
Regional Cogeneration Service  
RMC Lonestar  
Sacramento Municipal Utility District  
SCD Energy Solutions  
Seattle City Light  
Sempra  
Sempra Energy

Sequoia Union HS Dist  
SESCO  
Sierra Pacific Power Company  
Silicon Valley Power  
Simpson Paper Company  
Smurfit Stone Container Corp  
Southern California Edison  
SPURR  
St. Paul Assoc  
Stanford University  
Sutherland, Asbill & Brennan  
Tabors Caramanis & Associates  
Tansev and Associates  
Tecogen, Inc  
TFS Energy  
TJ Cross Engineers  
Transwestern Pipeline Co  
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