

PUBLIC UTILITIES COMMISSION

505 VAN NESS AVENUE
SAN FRANCISCO, CA 94102-3298

Tel. No. (415) 703-1691



December 29, 2006

Advice Letter 2770-G

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

Subject: Establish New Gas Schedule G-ESISP – Exchange Service through ISP Facilities,
and Forms 79-1089, 79-1090, and 79-1091 in Compliance with D. 06-09-039

Dear Ms. de la Torre:

Advice Letter 2770-G is effective September 21, 2006. A copy of the advice letter is returned herewith for your records.

Sincerely,m

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

Sean H. Gallagher, Director
Energy Division



Brian K. Cherry
Vice President
Regulatory Relations

77 Beale Street, Room 1087
San Francisco, CA 94105

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

415.973.4977
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October 23, 2006

Advice 2770-G
(Pacific Gas and Electric Company ID U 39 G)

Public Utilities Commission of the State of California

Subject: Establish New Gas Schedule G-ESISP-- Exchange Service through ISP Facilities, and Forms 79-1089, 79-1090, and 79-1091 in Compliance with Decision 06-09-039

Pacific Gas and Electric Company (PG&E) hereby submits for filing revisions to its gas tariffs. The new gas rate schedule and sample forms are listed on the enclosed Attachment 1.

Purpose

The purpose of this compliance filing is to submit new gas rate Schedule G-ESISP - Exchange Service through ISP Facilities, in accordance with Ordering Paragraph (OP) 16 of Decision (D.) 06-09-039¹. This decision approves the settlement agreement between PG&E and independent storage providers (ISPs) concerning direct interconnection of ISPs with electric generators and other noncore customers, including California producers.²

In addition to Rate Schedule G-ESISP, PG&E submits for filing the following new Forms:

- Form 79-1089 - ISP-PG&E Exchange Agreement
- Form 79-1090 - G-ESISP Service Agreement
- Form 79-1091 - G-ESISP Service Relocation Agreement

¹ D.06-09-039 -- Phase 2 Order Addressing Infrastructure Adequacy & Slack Capacity, Interconnection & Operational Balancing Agreements, An Infrastructure Working Group, Natural Gas Supply And Infrastructure Adequacy For Electric Generators, Natural Gas Quality, And Other Matters -- Rulemaking (R.) 04-01-025

² Due to an administrative error, PG&E was unable to file this compliance filing on October 20, 2006. PG&E apologizes for any inconvenience this may have caused.

The attached tariff language was included as part of the settlement and approved by the California Public Utilities Commission (Commission).

Schedule G-ESISP – Exchange Service through ISP Facilities

Schedule G-ESISP provides for service to a PG&E Customer utilizing the storage facilities owned by an ISP through an exchange of gas with the ISP (Exchange Service). The Customer will pay the rates and charges under Schedule G-NT or Schedule G-EG, as applicable. The Customer and the ISP will agree to an Exchange Fee. PG&E will collect the Exchange Fee and provide for a self-balancing credit to the Exchange Service End-Use Customer. PG&E will pay the ISP the same Exchange Fee charges excluding PG&E's Franchise Fees and Uncollectibles.

New Sample Forms

PG&E also submits for approval three Forms that were included in the settlement agreement:

1) Form 79-1089 - ISP-PG&E Exchange Agreement

Form 79-1089 sets forth the procedures and requirements for PG&E to provide gas service to a PG&E customer using the facilities of an ISP.

2) Form 79-1090 - G-ESISP Service Agreement

Form 79-1090 is a three way agreement between the Noncore End-Use Customer, ISP and PG&E which is required for a Customer to take service on Schedule G-ESISP.

3) Form 79-1091 - G-ESISP Service Relocation Agreement

Form 79-1091 is an agreement between PG&E and the ISP that sets forth the terms of service should the use of the ISP facilities for Exchange Service be terminated for the Customer or PG&E for any reason, or should the ISP or Customer facilities become, in PG&E's opinion, unsafe or unsuitable for service pursuant to good utility practice.

Protests

Anyone wishing to protest this filing may do so by sending a letter by **November 13, 2006**, 21 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:

Tariff Files, Room 4005
DMS Branch
Energy Division
505 Van Ness Avenue

San Francisco, CA 94102

Facsimile: (415) 703-2200

E-mail: jjr@cpuc.ca.gov and jnj@cpuc.ca.gov

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

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

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

Facsimile: (415) 973-7226

E-mail: PGETariffs@pge.com

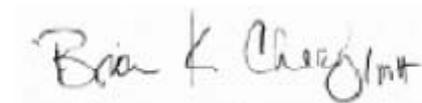
Effective Date

PG&E requests that this advice filing be effective **September 21, 2006**, which is the effective date of the settlement.

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 to the service list for R.04-01-025. Address changes to the General Order 96-A service list should be directed to Rose de la Torre at (415) 973-4716. Advice letter filings can also be accessed electronically at:

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



Vice President - Regulatory Relations

Attachments

cc: Service Lists: R.04-01-025

CALIFORNIA PUBLIC UTILITIES COMMISSION

ADVICE LETTER FILING SUMMARY ENERGY UTILITY

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

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

Utility type:

ELC GAS
 PLC HEAT WATER

Contact Person: Megan Huges

Phone #: (415) 973-1877

E-mail: mehr@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) #: **2770-G**

Subject of AL: Establish New Gas Schedule G-ESISP-- Exchange Service through ISP Facilities, and Forms 79-1089, 79-1090, and 79-1091 in Compliance with Decision 06-09-039

Keywords (choose from CPUC listing): Compliance, Forms, Agreements

AL filing type: Monthly Quarterly Annual One-Time Other _____

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

D.06-09-039

Does AL replace a withdrawn or rejected AL? If so, identify the prior AL: No

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

Resolution Required? Yes No

Requested effective date: **September 21, 2006**

No. of tariff sheets: 7

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: G-ESISP and Sample Forms 79-1089, 79-1090, and 79-1091

Service affected and changes proposed¹: New rate schedule and forms

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

Tariff Files, Room 4005

DMS Branch

505 Van Ness Ave.,

San Francisco, CA 94102

jjr@cpuc.ca.gov and jnj@cpuc.ca.gov

Pacific Gas and Electric Company

Attn: Brian K. Cherry

Vice President, Regulatory Relations

77 Beale Street, Mail Code B10C

P.O. Box 770000

San Francisco, CA 94177

E-mail: PGETariffs@pge.com

¹ Discuss in AL if more space is needed.

**ATTACHMENT 1
Advice 2770-G**

Cal P.U.C. Sheet No.	Title of Sheet	Cancelling Cal P.U.C. Sheet No.
24364-G	Schedule G-ESISP-- Exchange Service through ISP Facilities	New
24365-G	Schedule G-ESISP (Cont.)	New
24366-G	Sample Form 79-1089--ISP - Pacific Gas and Electric Company Exchange Agreement	New
24367-G	Sample Form 79-1090--G-ESISP Service Agreement	New
24368-G	Sample Form 79-1091--G-ESISP Service Relocation Agreement	New
24369-G	Table of Contents -- Sample Forms	22997-G
24370-G	Table of Contents -- Rate Schedules	24350-G



SCHEDULE G-ESISP—EXCHANGE SERVICE THROUGH ISP FACILITIES

APPLICABILITY: This rate schedule* provides for service to a PG&E Customer utilizing the storage facilities owned by an Independent Storage Provider (ISP) through an exchange of gas with the ISP (Exchange Service). PG&E and the ISP must execute an ISP-PG&E Exchange Agreement (Form 79-1089). To qualify for service under this schedule, a Customer must be classified as one of the following two types of Customers:

(N)

1. Noncore End-Use Customer with historical or potential average monthly use, through a single meter, in excess of 20,800 therms, excluding those months during which usage was 200 therms or less. In addition, the Customer must take service under either Schedule G-NT or G-EG, as applicable, and unless specified herein, is subject to all of the provisions of the applicable rate schedule; or,

Producer Customer that has executed operating and balancing agreements, including a California Production Balancing Agreement (CPBA) (Form 79-944), with PG&E, pursuant to Rule 21.

TERRITORY: Schedule G-ESISP is available only to Customers connected to PG&E metering facilities that are in turn interconnected with storage facilities owned by an ISP.

RATES: Noncore End-Use Customers will pay the rates and charges under Schedule G-NT or Schedule G-EG, as applicable. Customer will also be subject to the Exchange Fee specified in the G-ESISP Service Agreement (Form 79-1090). Applicable rates and fees will be specified in the Customer's Natural Gas Service Agreement (NGSA) (Form 79-756).

Producers will pay the Exchange Fee specified in the G-ESISP Service Agreement. (Form 79-1090)

EXCHANGE FEE: The Exchange Fee, excluding Franchise Fees and Uncollectibles (F&U), will be paid by PG&E to the ISP for the Exchange Service on all metered volumes. The Exchange Fee charged to a Noncore End-Use Customer shall not be less than the Self Balancing Credit specified in Schedule G-BAL, and to a Producer Customer shall not be less than zero (0). The Exchange Fee charged to any Customer shall not be greater than the Schedule G-NT Winter Tier 2 Distribution-Level Rate.

The total charge for Exchange Service will be based upon the volume of gas, in therms, that is measured by the PG&E-owned metering facilities located between the Customer and the ISP.

(N)

* PG&E's gas tariffs are available on-line at www.pge.com.

(Continued)



SCHEDULE G-ESISP—EXCHANGE SERVICE THROUGH ISP FACILITIES
(Continued)

AGREEMENTS: All Customers must sign a G-ESISP Service Agreement (Form 79-1090) with PG&E and the ISP.

(N)

All Customers must sign a G-ESISP Service Relocation Agreement (Form 79-1091) with PG&E.

Noncore End-Use Customers must sign an NGSAs with PG&E.

Producers must sign operating and balancing agreements with PG&E, pursuant to Rule 21, including the CPBA. A separate CPBA must be executed for each meter served under Schedule G-ESISP.

All Customers must sign a written agreement for gas balancing service and an agreement for gas quality standards with the ISP. These can be a separate or a combined agreement. The Customer or the ISP will provide a copy of the agreement or the relevant section regarding gas quality to PG&E.

CUSTOMER SERVICE CONNECTION:

To receive service from PG&E, the Customer will interconnect their pipeline to a PG&E metering facility that in turn is connected to the ISP service tap from the storage facilities of the ISP. In addition to the meter, the metering facility can include regulation, gas quality measurement, communication and other equipment. The Customer is required to own the pipeline connection between its facility and the PG&E metering facility, and is responsible for the construction and maintenance of this pipeline.

For a Noncore End-Use Customer, the provisions of PG&E's gas Rule 16 apply to the installation of the metering facility, including the appropriate allowances.

BALANCING SERVICE:

All Customers must sign a storage service agreement for balancing service with the ISP.

Noncore End-Use Customers on this schedule will receive a credit equal to the Self Balancing Credit specified in Schedule G-BAL since balancing service is provided by the ISP. The total credit will be calculated by multiplying the credit times the actual recorded monthly usage per Decatherm. Credits will be provided to Customer on a monthly basis, subject to adjustments. Noncore End-Use Customers cannot aggregate imbalances under a Noncore Balancing Aggregation Agreement (NBAA) (Form 79-869).

Producers must meet the monthly imbalance provisions of the CPBA.

All Customers on this schedule are not subject to the OFO or EFO provisions of gas Rule 14.

TERMINATION:

Service under G-ESISP may terminate as provided in the G-ESISP Service Agreement (Form 79-1090).

(N)



Pacific Gas and Electric Company
San Francisco, California

Cancelling

Original

Cal. P.U.C. Sheet No.

24366 -G

Cal. P.U.C. Sheet No.

PACIFIC GAS AND ELECTRIC COMPANY
INDEPENDENT STORAGE PROVIDERS -PG&E
EXCHANGE AGREEMENT
FORM NO. 79-1089 (10/06)
(ATTACHED)

(N)

(N)

Advice Letter No. 2770-G

Decision No. 06-09-039

Issued by

Brian K. Cherry

Vice President

Regulatory Relations

Date Filed October 23, 2006

Effective _____

Resolution No. _____

104916

ISP-PG&E Exchange Agreement

This Exchange Agreement (“Agreement”) is made and entered into this _____ day of _____, 20____, by and between Pacific Gas and Electric Company (“PG&E”), a California corporation, and _____ (“ISP”), a _____ corporation. PG&E and ISP shall also be hereinafter referred to individually as a “Party” and jointly as the “Parties.”

1. OVERVIEW OF EXCHANGE SERVICE

1.1. Exchange Service and the Exchange Agreement

This Exchange Agreement sets forth the procedures and requirements for PG&E to provide gas service to a PG&E customer using the facilities of an ISP (“Exchange Service”). This service was approved by the CPUC in Decision No. 06-09-039. The PG&E customer must, at its own cost, build a service or delivery line to a PG&E meter facility, which in turn is directly connected to the ISP, establishing a customer-PG&E-ISP service interconnection. Using the ISP-PG&E Exchange Service, gas will then be received or delivered through this interconnection and, by exchange, delivered or received by PG&E at a pre-existing ISP-PG&E interconnection. Absent the availability of the Exchange Service, this customer would obtain service directly from PG&E in accordance with PG&E’s tariffs.

The ISP will receive an Exchange Fee for providing this service, paid by the PG&E customer to PG&E, and then paid by PG&E to the ISP. This Exchange Fee and charges are described in Section 3.4. The customer will take service from PG&E under Schedule G-ESISP, “Exchange Service through ISP Facilities.” The customer, PG&E and the ISP will all sign the G-ESISP Service Agreement (“Service Agreement”) that activates Exchange Service for that customer. As part of the Service Agreement, all parties will confirm that the other agreements necessary to provide this Exchange Service have been signed.

1.2. PG&E Customers Eligible for Exchange Service

The following PG&E customers are eligible for Exchange Service (“Exchange Service Customer”):

- (a) A PG&E noncore or electric generator end-use customer (“End-Use Customer”) who qualify for service under PG&E’s Schedule G-ESISP, “Exchange Service through ISP Facilities.” Other PG&E end-use customers are not eligible.
- (b) A California gas producer (“California Producer” or “Producer”), as defined by PG&E’s gas Rule 1, which includes a gathering system operator acting on the Producer’s behalf, and who qualify for service under PG&E’s Schedule G-ESISP.
- (c) Any PG&E customer that is already connected to the ISP by a customer-owned pipeline.

ISP-PG&E Exchange Agreement (continued)

2. EFFECTIVE DATE AND TERM

2.1. Effective Date

The effective date of this Exchange Agreement shall be the first day of the month following the date this Agreement has been signed by both Parties.

2.2. Term

Upon execution, the Exchange Agreement will be of indefinite term, and can only be terminated by (a) breach of this Agreement by one of the Parties, (b) governmental action pursuant to Section 5.4, below, or (c) approval of the CPUC.

3. EXCHANGE SERVICE PROVISIONS

3.1. Notice of Customer Expression of Intent

PG&E and the ISP will notify each other if either has entered into discussions with a potential Exchange Service Customer and there is a written, mutual expression of such intent by the Customer to receive Exchange Service. Such notification must be made in writing within ten (10) business days after the date of the written, mutual expression of intent, and must state the customer's name, its representative and its contact information, including telephone number and E-mail address.

3.2. Approval of New Exchange Service Customers

Both PG&E and the ISP must approve a new interconnection for purposes of providing Exchange Service to a PG&E customer.

Such approvals will not be withheld by PG&E, unless providing Exchange Service to this customer using the ISP interconnection (a) will impair the integrity of the system or operation of the PG&E pipeline system or ISP storage facilities, (b) reduce the service reliability to other PG&E customers, or (c) will be inconsistent with the otherwise applicable terms of PG&E service.

The ISP reserves the right to refuse to establish an interconnection for the purpose of providing Exchange Service to a potential Exchange Service Customer.

3.3. Service for an Exchange Service Customer

Exchange Service Customers will take service under PG&E's Schedule G-ESISP. The Customer, PG&E and the ISP will sign the G-ESISP Service Agreement that specifies the other necessary agreements and obligations of the Parties.

3.4. Exchange Fee

PG&E will pay the ISP an Exchange Fee, in dollars per therm, for the Exchange Service pursuant to PG&E's schedule G-ESISP. The total Exchange Fee charges will be the multiplication of the volumetric Exchange Fee times the metered volumes in therms for the Exchange Service Customer. The Exchange Service Customer will pay all the Exchange Fee

ISP-PG&E Exchange Agreement (continued)

charges to PG&E. PG&E in turn will pay the ISP this amount less the franchise fees and uncollectible accounts expense (F&U) that PG&E is required to collect as specified in Preliminary Statement, Section C.6 of PG&E's tariffs. To the extent the Exchange Fee is negotiable, the Exchange Service Customer and the ISP must agree on the fee to be charged at any point in time. This negotiated Exchange Fee will be specified in the G-ESISP Service Agreement.

3.5. Operational and Balancing Requirements

This Exchange Agreement and the provision of Exchange Service hereunder shall not modify in any way the rights and obligations of the Parties, including daily balancing, under any preexisting PG&E-ISP Operational Balancing Agreement(s) (OBA). As needed to meet its obligations under the OBA, the ISP shall provide storage service for balancing to Exchange Service Customers.

Nominations and scheduling of gas by an Exchange Service Customer must remain in compliance with PG&E's tariffs. For the purposes of administering the OBA, PG&E will add the net of all Exchange Service Customer scheduled volumes to the net of the nominations to the ISP and thereby arrive at the scheduled amount at the PG&E-ISP interconnection point for the gas day. PG&E will confirm these numbers to the ISP scheduler as a normal part of the scheduling process.

In no case may the ISP be allowed to transport gas on behalf of Exchange Service Customers via the subject interconnections other than pursuant to those transactions that are scheduled by PG&E and subject to PG&E tariffs.

3.6. Gas Quality

The ISP and the Exchange Service End-use Customer will agree on gas quality standards. The gas quality agreement can be separate or combined with the storage services agreement. The ISP or the Customer will provide PG&E a copy of such agreement, or the relevant gas quality section of a combined agreement, within ten (10) days of its signing.

3.7. Storage Services from the ISP

A PG&E Exchange Service Customer will have the opportunity to contract with the ISP for storage services, beyond those required for balancing as specified in Section 3.5. The Customer and the ISP will make these additional arrangements, which are separate and distinct from the Exchange Service being provided hereunder.

3.8. Title, Control and Possession of Gas

Upon exchange, title, control and possession of all gas exchanged by PG&E and the ISP pursuant to this Agreement will be pursuant to each Party's tariffs and agreements.

ISP-PG&E Exchange Agreement (continued)

4. EXCHANGE SERVICE FACILITIES

4.1. Metering and Interconnection Facilities

A PG&E Exchange Service Customer will connect to a PG&E-owned metering facility that is then connected to the ISP facilities.

All pipeline and appurtenant facilities needed to connect the Exchange Service Customer to PG&E's meter facility and for PG&E to provide gas service to the Customer will be constructed, owned and maintained by the Exchange Service Customer at its expense.

PG&E will be responsible for designing, installing, operating and maintaining the metering facilities, pursuant to its applicable tariffs. In addition to the meter, the metering facilities may include gas quality measurement, regulation and communication equipment. Pressure regulation between a California Producer and the ISP will be the responsibility of either the ISP or the Producer, not PG&E.

The ISP will have the right to receive contemporaneous meter readings and gas quality data from the PG&E-owned metering facilities. Exchange Service Customers will be required to approve this sharing of data related to their service. The ISP will provide and maintain the communication equipment needed to transmit this data from the PG&E meter facility to the ISP.

The ISP will be responsible for constructing, owning and maintaining the interconnection tap between its pipeline and PG&E's meter facility.

4.2. Condition and Safety of Facilities

Both the ISP and PG&E will meet their statutory and regulatory obligations to maintain, inspect and operate their respective facilities used to provide the Exchange Service in a manner consistent with all applicable federal and state safety and pipeline integrity regulations under federal and state law.

4.3. No ISP Facilities on Customer Side of PG&E Meter

The ISP will not expand its system by constructing, acquiring, leasing or otherwise owning by any means, any facilities on the Exchange Service Customer's side of the PG&E meter. Nothing herein is intended to restrict the ability of the ISP to expand or modify its storage facilities on the ISP's side of the PG&E meter, consistent with applicable legal requirements.

5. REGULATORY

5.1. Applicable Laws, Orders, Rules and Regulations

This Agreement is subject to all valid applicable local, state and federal laws, orders, rules, and regulations of any governmental body, agency, or official having jurisdiction. Nothing in this Agreement shall be interpreted to require either Party to take any action that would be inconsistent with its applicable tariffs or violate any governmental regulation or authority.

ISP-PG&E Exchange Agreement (continued)

5.2. Hinshaw Exemption

PG&E shall not be required to take any action hereunder, including but not limited to entering into any contracts with shippers or other parties transporting gas to or from the ISP's facilities at the PG&E-ISP interconnection point, which, in PG&E's judgment, may jeopardize PG&E's retention of its "Hinshaw Exemption" under the Natural Gas Act.

5.3. Jurisdiction of the FERC

The ISP shall not be required to take any action hereunder, including, but not limited to, entering into contracts with shippers or other parties transporting gas on PG&E's facilities, which, in the ISP's judgment, may cause the ISP to be subject to the jurisdiction of the FERC.

5.4. Governmental Action

Notwithstanding any other provisions of this Agreement, if at any time during the term hereof, any court or governmental authority having jurisdiction shall propose to take any action whereby either Party's delivery, receipt, and/or use of gas hereunder shall be proscribed or subjected to terms, conditions, regulations, restraints, or limits that in the reasonable judgment of that Party prevents it from (a) obtaining the benefit of its bargain hereunder or (b) acting in a reasonable manner to fulfill the terms of this Agreement, such Party shall forthwith notify the other Party, including full particulars of the action proposed to be taken, in order to give that Party the opportunity to intervene or protest such action being taken.

If such court or governmental authority nevertheless takes any such action that, in the reasonable judgment of the Party that is directly affected by that action, prevents it from (a) obtaining the benefit of its bargain hereunder or (b) acting in a reasonable manner to fulfill the terms of this Agreement, such Party shall have the unilateral right to terminate this Agreement at any time upon twelve (12) months written notice, unless the circumstances reasonably support a shortened time period to terminate, by written notice to the other Party, without further liability hereunder, except as to redelivery of any outstanding gas imbalances and payment of any outstanding Exchange Fee charges. Prior to exercising such right of termination, both Parties herein shall enter into good faith negotiations in an effort to reach mutual agreement to modify this Agreement as reasonably required in order to avoid such termination.

5.5. Existing and Additional Facilities

Nothing herein shall be construed as a dedication by either Party of its respective facilities to the other Party. Further, nothing herein shall obligate either Party to construct any additional facilities (including measuring facilities) or to modify any existing facilities to provide for the receipt or delivery of gas. Any new facilities or necessary modifications for either receipt or delivery of gas at the interconnection point between PG&E and the ISP shall be addressed separately.

ISP-PG&E Exchange Agreement (continued)

6. INDEMNIFICATION

Notwithstanding the provisions of Section 9 hereof, each Party (“Indemnifying Party”) agrees to protect, defend and indemnify the other Party, its officers, directors, employees, attorneys and agents (collectively, the “Indemnified Party”) against, and hold the Indemnified Party harmless from, any and all obligations, losses, claims, actions (including remedial or enforcement actions of any kind and administrative or judicial proceedings, suits, orders or judgments), causes of action, liabilities, penalties, damages, including liability resulting from injury to or death of any person and loss of or damage to any property or to natural resources, or from any violation of any local, state, or federal law or regulation, including but not limited to environmental laws or regulations, or from strict liability posed by any law or regulation; or costs and expenses (including reasonable attorneys’ and consultants’ fees and expenses) (collectively, “Claims”), arising out of, or related to, or in any way connected with and caused by the Indemnifying Party’s negligence, willful misconduct, or criminal misconduct in the performance of or failure to perform this Agreement. As to such claims as may be caused in part by the negligence, willful misconduct, or criminal misconduct of the Indemnified Party, the Indemnifying Party will indemnify the Indemnified Party only to the extent of the contributory negligence of the Indemnifying Party. The Indemnifying Party shall pay all costs that may be incurred by the other Party in enforcing this indemnity obligation, including all reasonable attorneys’ fees. The indemnification provisions of this Exchange Agreement are not intended to create or alter any rights or claims of any third parties, or any obligations, responsibilities or liabilities the Parties may have to any third parties.

7. ASSIGNMENT

This Exchange Agreement shall be binding upon and inure to the benefit of each of the Parties and their respective successors and assigns; provided, however, that no Party may assign or transfer this Agreement or any part thereof, or any right or obligation hereunder, without the written consent of the other Party, which may not be unreasonably withheld. Any such assignment which requires written consent hereunder, but which is made without such written consent, shall be null and void. Notwithstanding the above, any assignment of the entire interest and obligations of the assigning Party may be made to a parent or affiliate of such assigning Party, or to an entity succeeding to all or substantially all of the business properties and assets of the assigning Party, following written notice to the other Party.

8. FORCE MAJEURE

In the event either Party is rendered unable, wholly or in part, by *force majeure* (as defined below) to carry out its respective obligations under this Exchange Agreement, it is agreed that, upon such Party giving notice and reasonably full particulars of such *force majeure* in writing (by telecopy, FAX or E-mail) or by telephone (and confirmed in writing within seventy-two [72] hours), to the other Party within a reasonable time after the occurrence of the cause relied on, then

ISP-PG&E Exchange Agreement (continued)

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, and the Party subject to such cause shall remedy it so far as possible with all reasonable dispatch.

The term "*force majeure*," as employed herein, shall mean an event or events beyond the reasonable control of a Party and which could not be avoided by the exercise of due diligence by the party claiming *force majeure* and shall include, but not be limited to, acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, wars, blockades, insurrections, riots, terrorism, and civil disturbances. Failure of an administrative agency to authorize recovery of costs shall not constitute *force majeure*. 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 by acceding to the demands of the opposing Party or others when such course is inadvisable in the discretion of the Party having the difficulty.

9. DISPUTE RESOLUTION

9.1. Remedies for Nonperformance, Breach or Other Default

Each Party agrees that its sole remedies for nonperformance, breach or other default by the other Party in the performance of its obligations under this Agreement shall be as specified in this Agreement. Both Parties agree to use commercially reasonable efforts and actions to correct any such nonperformance, breach or default in a timely manner.

9.2. Meet and Confer Obligation

Within thirty (30) days of written notice from either Party to the other that there is a dispute, claim, or need for interpretation arising out of or relating to this Exchange Agreement, the Parties shall meet and attempt to reach an amicable settlement by management-level negotiation. If the matter is not resolved within thirty (30) days of such meeting, the matter shall be resolved in the manner set forth in Section 9.3 and 9.4, which shall be in lieu of litigation before any regulatory agency or state or federal courts.

9.3. Non-binding Mediation

Upon agreement by the Parties, the Parties may attempt to resolve their dispute through non-binding mediation utilizing a mutually agreed upon mediator. The Parties may establish ground rules for the mediation at least fourteen (14) days in advance of the mediation meeting. The mediation shall be held in San Francisco, California and shall commence within thirty (30) days of the parties' agreement to participate in the mediation. An officer for each Party shall participate therein. Each Party shall bear its own mediation costs. The costs and expenses of the mediator shall be divided equally between the Parties.

ISP-PG&E Exchange Agreement (continued)

9.4. Binding Arbitration

If no settlement is reached as a result of the procedures prescribed in Section 9.3, the matter, other than those tariff and service matters that must be resolved solely before the CPUC, shall be submitted to binding arbitration pursuant to the Commercial Arbitration Rules of the American Arbitration Association (AAA) including any rules for expedition of the hearing process); provided, however, such rules shall be modified as necessary to reflect the following:

- (a) Unless the Parties otherwise agree, the arbitration panel shall be composed of three persons. Each Party shall nominate one arbitrator, and the two arbitrators so appointed shall appoint a third, who shall act as the presiding arbitrator or chair of the panel. Such third arbitrator shall have at least 10 years experience as a lawyer or lawyer and judge and shall have significant experience in the natural gas pipeline industry. If either Party fails to nominate an arbitrator within thirty (30) days of receiving notice of the nomination of an arbitrator by the other Party, such (second) arbitrator shall be appointed by the AAA at the request of the first Party. If the two arbitrators so selected fail to select a third presiding arbitrator, the third arbitrator shall be appointed by the AAA. Should a vacancy occur on the panel, it shall be filled by the method by which that arbitrator was originally selected.
- (b) The arbitration shall be held at a location to be agreed by the Parties, or, failing such an agreement, at San Francisco, California.
- (c) The arbitrators shall hold a preliminary meeting with the Parties within thirty (30) days of the appointment of the third arbitrator for the purpose of determining or clarifying the issues to be decided in the arbitration, the specified procedures to be followed, and the schedule for briefing and/or hearings. The arbitrators shall hold a hearing and, within sixty (60) days of the matter having been submitted for decision shall issue a written decision and include findings of fact and conclusions of law.
- (d) Such decision shall thereafter be deemed to be part of this Agreement and incorporated by reference herein.
- (e) Pending such decision, the Parties shall continue to operate under the Agreement; however, the decision by the arbitrators should consider specifically the appropriateness of retroactive adjustments to the date the dispute first arose.
- (f) The United States District Court for the Northern District of California or the Superior Court of the State of California in and for the City and County of San Francisco may enter judgment upon the panel's decision, either by confirming the decision or by vacating, modifying, or correcting the decision. The Court may vacate, modify, or correct any such decision only: (i) if there exists any of the grounds therefore referred to in the United States Arbitration Act, or (ii) to the extent that the panel's conclusions of law are erroneous.
- (g) The cost of the arbitrator appointed by or for the ISP shall be paid for by the ISP; the cost of the arbitrator appointed by or for PG&E shall be paid for by PG&E; and the cost of the third arbitrator and any attendant cost shall be borne equally by the Parties.
- (h) Neither Party shall be assessed any punitive damages.

ISP-PG&E Exchange Agreement (continued)

- (i) In the event it is necessary to enforce an arbitration award, all costs of enforcement, including reasonable attorney fees (for in-house and outside counsel), shall be payable to the prevailing Party.

9.5. Choice of Law

The resolution of disputes subject to this Section shall be governed by, and the arbitrators shall render their decision in accordance with, the substantive laws of the State of California, without regard to its choice of law rules.

10. NOTICES AND OTHER CORRESPONDENCE

10.1. Mailing Addresses

Any notice, request, demand, or statement provided for in this Exchange Agreement shall be in writing and deemed given when deposited in the United States mail, postage prepaid, directed to the post office address of the Parties as follows:

*[ISP and PG&E CONTACT INFORMATION
ADDRESS
TELEPHONE
FAX ATTN:
E-MAIL]*

10.2. Changes In Contact Information

Either Party may from time-to-time change or designate another address, or telephone or facsimile number for such purposes upon thirty (30) calendar days prior written notice by the Party requesting such change.

10.3. Electronic Communications

Notices, requests, and demands may also be delivered by facsimile or other electronic transmittal provided that such facsimile or electronically conveyed notice, request or demand is confirmed in writing delivered as provided in paragraph 10.1 within three (3) business Days of receipt of facsimile or other electronic notice. Notices regarding routine operations may be exclusively communicated by facsimile or other electronic means. All nominations and confirmations may be communicated by facsimile or via electronic data exchange when such systems are operational.

11. OTHER PROVISIONS

11.1. Waiver

No consent, waiver, or acquiescence, expressed or implied, by either Party of any breach or default by the other Party in the performance of its obligations hereunder shall be deemed or construed to be a consent to or waiver of any other breach or default in the performance of any such obligation or any other obligation of the other Party. Failure on the part of

ISP-PG&E Exchange Agreement (continued)

either Party to complain of any act or failure to act by the other Party or to declare the other Party in default, regardless of how long such failure continues, shall not constitute a waiver by such Party of any of its rights hereunder.

11.2. California Law

THIS AGREEMENT AND THE OBLIGATION OF THE PARTIES HEREUNDER SHALL BE INTERPRETED, CONSTRUED AND CONTROLLED BY THE LAWS OF THE STATE OF CALIFORNIA.

11.3. Ambiguities or Uncertainties

This Agreement was jointly negotiated, and any ambiguities or uncertainties in the wording of this Agreement shall not be construed for or against either Party, but shall be construed in a manner which most accurately reflects the intent of the Parties when this Agreement was executed.

11.4. Modification or Amendment

This Agreement may be modified or amended only by an instrument in writing executed by both Parties hereto.

11.5. Further Assurances

Each Party shall do all necessary acts and make, execute, and deliver such written instruments as shall from time to time be reasonably necessary to carry out the terms of this Agreement.

11.6. Phrasing

Whenever the context may require, the singular form of nouns, pronouns and verbs shall include the plural and vice versa.

11.7. Headings

The descriptive headings of all paragraphs of this Agreement are formulated and used for convenience only and shall not be deemed to affect the meaning or construction of any such paragraphs.

11.8. Severability

Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of that prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of that provision in any other jurisdiction.

11.9. PG&E's Gas Tariffs

PG&E's Gas Tariffs, as approved by the CPUC and subject to any subsequent changes or revisions, are by reference made a part hereof.

11.10.

ISP-PG&E Exchange Agreement (continued)

Intention of Agreement

This Agreement is intended solely for the benefit of the Parties and their permitted successors and assigns and, except as may be specifically set forth herein, is not intended to and shall not confer rights or benefits upon any other party.

IN WITNESS WHEREOF, the Parties have, through their duly authorized officers or employees, executed this Agreement as of the date herein above written.

PACIFIC GAS AND ELECTRIC COMPANY

By: _____

Date: _____

(ISP)

By: _____

Date: _____



Pacific Gas and Electric Company
San Francisco, California

Cancelling

Original

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

24367 -G

PACIFIC GAS AND ELECTRIC COMPANY

G-ESISP
SERVICE AGREEMENT
FORM NO. 79-1090 (10/06)
(ATTACHED)

(N)

(N)

Advice Letter No. 2770-G
Decision No. 06-09-039

Issued by
Brian K. Cherry
Vice President
Regulatory Relations

Date Filed October 23, 2006
Effective _____
Resolution No. _____

104917



G-ESISP SERVICE AGREEMENT

This G-ESISP Service Agreement is made by and between Pacific Gas and Electric Company (PG&E), a California Corporation, and _____ (Independent Storage Provider (ISP)), a(n) _____, and _____ (Customer), a(n) _____, (together referenced as "Parties").

Service Street: _____
 Service City, State and Zip Code: _____
 PG&E Service Point #: _____
 NGSA Trans. ID or CPBA Contract #: _____

1. PG&E will provide Exchange Service to the Customer per the provisions of Schedule G-ESISP.
2. The ISP agrees to interconnect with PG&E's metering facility in order to serve Customer.
3. Customer has built a pipeline from its facility that is interconnected with PG&E's metering facility.
4. Customer and the ISP agree to an Exchange Fee, as specified in Exhibit A to this Agreement, that applies to each therm of gas delivered to Customer or accepted from Customer through the PG&E metering facility that connects with Customer and the ISP facilities. Changes to the Exchange Fee must be agreed to by the ISP and Customer signing a new Exhibit A, and providing a copy to PG&E so it can effectuate the billing change.
5. Customer agrees to pay the Exchange Fee charges to PG&E per the billing, payment and collection provisions of PG&E's tariffs. PG&E agrees to pay the ISP the same Exchange Fee charges excluding PG&E's Franchise Fees and Uncollectibles.
6. For a Noncore End-Use Customer, Customer has signed a Natural Gas Service Agreement (NGSA) (Form 79-756) that includes service under Schedules G-NT or G-EG, as appropriate. For a California gas producer, Customer has signed a California Production Balancing Agreement (CPBA) (Form 79-744), and signed any other agreement required for interconnecting with PG&E.
7. The ISP will use its storage services to provide the necessary balancing service for Customer. The ISP and Customer have signed an agreement for this service, including the charges.
8. The Customer or the ISP has provided or will provide PG&E a copy of its gas quality agreement, or of that section of the storage services agreement related to gas quality, with Customer within ten (10) days of signing.
9. Customer agrees that PG&E can share contemporaneously the Customer's metering and gas quality data with the ISP. The metering data will be provided to the ISP at the PG&E metering facility location.
10. The Effective Date of this agreement is the date that it has been signed by all Parties.



G-ESISP SERVICE AGREEMENT
(Continued)

11. There is no specific termination date for this agreement. Service under G-ESISP will terminate if the ISP-PG&E Exchange Agreement between the ISP and PG&E is terminated, if service to Customer is terminated pursuant to the provisions of either PG&E's or the ISP's tariffs and agreements with Customer, or if Customer is not in compliance with the requirements of this Service Agreement. Once Exchange Service to Customer is terminated by either PG&E or the ISP, it will be considered terminated by the other, including all applicable agreements with the Customer. However, PG&E, the ISP and Customer will engage in a good-faith dispute resolution process upon request by one of the parties. The dispute resolution process is not required to occur prior to termination.

12. This agreement shall at all times be subject to such changes or modifications as approved by the California Public Utilities Commission.

AGREED TO BY:

For Customer

 (Signature)

 Name of Authorized Representative
 (Please print or type)

 (Title)

 (Signature Date)

For ISP

 (Signature)

 Name of Authorized Representative
 (Please print or type)

 (Title)

 (Signature Date)

For PG&E

 (Signature)

 Name of Authorized Representative
 (Please print or type)

 (Title)

 (Signature Date)

Attachment: Exhibit A – Exchange Fee

G-ESISP SERVICE AGREEMENT

EXHIBIT A – EXCHANGE FEE

Customer Name:

NGSA Trans. ID or CPBA Contract #:

The Exchange Fee for G-ESISP service is \$_____ per therm, effective
_____ (date).

A copy of this Exhibit A must be provided to PG&E before this Exchange Fee can be billed to Customer and remitted to the Independent Storage Provider (ISP).

This Exchange Fee is of indefinite term and can only be changed by a newly signed Exhibit A.

For Customer

(Signature)

Name of Authorized Representative
(Please print or type)

(Title)

(Signature Date)

For ISP

(Signature)

Name of Authorized Representative
(Please print or type)

(Title)

(Signature Date)



Pacific Gas and Electric Company
San Francisco, California

Cancelling

Original

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

24368 -G

PACIFIC GAS AND ELECTRIC COMPANY

G-ESISP
SERVICE RELOCATION AGREEMENT
FORM NO. 79-1091 (10/06)
(ATTACHED)

(N)

(N)

Advice Letter No. 2770-G
Decision No. 06-09-039

Issued by
Brian K. Cherry
Vice President
Regulatory Relations

Date Filed October 23, 2006
Effective _____
Resolution No. _____

104918

G-ESISP SERVICE RELOCATION AGREEMENT

This G-ESISP Service Relocation Agreement is made by and between Pacific Gas and Electric Company (PG&E) a California Corporation, and _____ (Customer), a(n) _____, is to address the situation if Exchange Service is terminated under a G-ESISP Service Agreement at the location(s) specified below.

Service Street: _____
Service City, State and Zip Code: _____
PG&E Service Point #: _____
NGSA Trans. ID or CPBA Contract #: _____

1. Should the use of the ISP facilities for Exchange Service be terminated for Customer or PG&E for any reason, or should the ISP or Customer facilities become, in PG&E's opinion, unsafe or unsuitable for service pursuant to good utility practice, PG&E will continue to provide service to Customer from a different location, if Customer wants to continue to receive service. In such circumstances:
 - a. PG&E will relocate the point of service upon request, provided suitable rights of way are available, and Customer first pays to PG&E the cost of such relocation, as estimated by PG&E, per PG&E's applicable tariffs; and
 - b. PG&E is hereby absolved of and from any and all liability to Customer for, and Customer shall indemnify PG&E, its officers, agents and employees against, any and all damage, whether to person or property or due to financial injury, including but not limited to financial injury from interruption to Customer's business operations, which Customer or any third party may suffer by reason of, or in any way connected with such discontinuance of service; and
 - c. Customer shall hold harmless PG&E, its officers, agents, and employees, from and indemnify them against any liability, claim, or loss from damage to any property or injury to or death of any person or persons in any way arising from or connected with the service facilities owned by ISP or Customer, as the case may be, and used by Customer to receive service hereunder, and PG&E has no obligation with respect to the operation or maintenance thereof.
2. This agreement will not terminate if the G-ESISP Service Agreement is terminated.
3. This agreement shall at all times be subject to PG&E's tariffs, and such changes or modifications as approved by the California Public Utilities Commission.

G-ESISP SERVICE RELOCATION AGREEMENT
(Continued)

AGREED TO BY:

For Customer

For PG&E

(Signature)

(Signature)

Name of Authorized Representative
(Please print or type)

Name of Authorized Representative
(Please print or type)

(Title)

(Title)

(Signature Date)

(Signature Date)



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SAMPLE FORMS (Cont'd.)

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79-867	8/97	Assignment of Gas Transmission	18296-G	
79-868	REV 1/05	California Gas Transmission Credit Application.....	22995-G	
79-869	5/03	Noncore Balancing Aggregation Agreement.....	21550-G	
79-941	8/97	Nomination Authorization Form	18299-G	
79-942	8/97	Pipeline Inventory Gas Purchase and Sales Agreement	18300-G	
79-944	1/04	California Production Balancing Agreement	22088-G	
79-946	8/97	California Production Cumulative Imbalance Trading Form	18304-G	
79-947	5/99	Notice of Market Center Balance Transfer	19379-G	
79-971	1/03	Election for Self-Balancing Option	21372-G	
79-982	7/01	Electronic Commerce System—User Agreement.....	20647-G	
79-996	8/02	Noncore Customer Declaration of Unavailability of Alternate Service Provider	21210-G	
79-1089	10/06	ISP - PG&E Exchange Agreement	24366-G	(N)
79-1090	10/06	G-ESISP Service Agreement	24367-G	
79-1091	10/06	G-ESISP Service Relocation Agreement	24368-G	(N)



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G-10/20	Winter Gas Savings Program.....	23541,23542-G
GM	Master-Metered Multifamily Service	23807,23489,23019-G
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GSL	Multifamily CARE Program Service.....	23813,23814,23216-G
GTL	Mobilehome Park CARE Program Service.....	23815,23816,23502-G
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G-NR2	Gas Service to Large Commercial Customers	23818,23037-G
G-CP	Gas Procurement Service to Core End-Use Customers	23819-G
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G-EG	Gas Transportation Service to Electric Generation	23654,22895,22525,22173-G
G-WSL	Gas Transportation Service to Wholesale/Resale Customers	23655,22897,22045-G
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**PG&E Gas and Electric Advice
Filing List
General Order 96-A, Section III(G)**

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