

PUBLIC UTILITIES COMMISSION

505 VAN NESS AVENUE
SAN FRANCISCO, CA 94102-3298



September 29, 2008

Advice Letter 2947-G

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

Subject: City of Suisun Pedestrian Bridge Encroachment – Request
for Approval Under Section 851

Dear Mr. Cherry:

Advice Letter 2947-G is effective September 18, 2008.

Sincerely,

A handwritten signature in black ink, appearing to read "Kenneth Lewis".

Kenneth Lewis, Acting Director
Energy Division



Brian K. Cherry
Vice President
Regulatory Relations

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

Fax: 415.973.7226

August 7, 2008

Advice 2947-G

(Pacific Gas and Electric Company ID U 39 G)

Public Utilities Commission of the State of California

Subject: City of Suisun Pedestrian Bridge Encroachment – Request for Approval Under Section 851

Purpose

Pacific Gas and Electric Company (“PG&E”) submits this filing requesting approval under Public Utilities Code Section 851 to enter into an Encroachment Agreement with the City of Suisun (“City”) to construct and maintain for public use a prefabricated pedestrian and bike bridge (“Pedestrian Bridge”) over an existing PG&E gas pipeline easement. This Pedestrian Bridge encroachment does not require CEQA review as it has already been granted a categorical exemption under Section 15301(c) and 15304(h) by the City and will not interfere with PG&E’s provision of utility service.

The City has requested that PG&E seek expedited Commission review and approval of this Advice Letter because the City is facing a construction deadline imposed by the expiration of one source of grant funding under which the Pedestrian Bridge construction must commence by September 2008 in order to meet a construction completion date of December 31, 2008, when the grant funding reimbursements from the Bay Area Air Quality Management District will expire. Without this source of grant funding, the project would most likely be cancelled resulting in an alternate bike path that would place bicyclists adjacent to vehicular traffic entering and exiting Highway 12. Therefore, CPUC approval within or before the month of September 2008 is critically important to this community.

Background

PG&E requests Commission approval under Public Utilities Code Section 851 to enter into an Encroachment Agreement (“Agreement”) with the City of Suisun to construct and maintain a Pedestrian Bridge over an existing PG&E gas pipeline

easement located in Suisun City in Solano County, California (the "City or Suisun"). A copy of the Agreement is provided as Attachment 1.

Suisun is located approximately 34 miles southwest of Sacramento on the Suisun Slough adjoining Fairfield. Located in Suisun, the Central County Bikeway Gap Closure Project is the last phase of the Central County Bikeway (CCB) that will provide important zero-emissions alternative transportation options, as well as safety enhancements for the community of Suisun, as discussed in greater detail below. As the name implies, the CCB system has countywide and regional significance by connecting the bicycling systems of Suisun City, Fairfield, Vacaville and unincorporated Solano County as a coordinated network to the Bay Trail. The Gap Closure Project is a critical new linkage of the CCB, which is described in the Countywide Bicycle Plan as a "key primary segment identified for implementation in the short-term." (Please see Attachment 2 - Solano Countywide Bicycle Plan Executive Summary and related sheets.) It is also identified as part of the San Francisco Bay Trail System and the State Trail System.

In addition to being an essential component of the approved Countywide Bicycle and Pedestrian Plan, the Gap Closure Project is a critically important safety enhancement allowing bicyclists and pedestrians, including many children, to access the Waterfront District without using the at-grade, striped Highway 12 crosswalks. To avoid crossing the Highway at Marina Boulevard, bicyclists now are forced to utilize an unsafe route along the highway shoulder and off-ramp adjacent to an open tidal water channel. The Gap Closure project will redirect bicyclists to the north side of the channel and away from the highway's off-ramp closing the gap in the existing bikeway system.

The Gap Closure Project will primarily provide a 10-foot wide by 177-foot long concrete Class I bike/pedestrian path and a prefabricated bridge over an existing channel between Marina Boulevard to the Suisun City-Fairfield Intermodal Transit/Amtrak Station on Main Street in the Suisun City Waterfront District (the "Project Area"). The bridge will encroach across PG&E's 35-foot wide PG&E gas easement area with footings and abutments to be located outside that easement.

Suisun City has been successful in securing a number of competitive state and regional grants for this project that has wide political support in the community, Solano County and the region. The Gap Closure Project is funded primarily by the following grant programs on a reimbursement basis: (The City has informed PG&E that the Pedestrian Bridge project would be cancelled if any one of the grant funding sources expired.)

- Transportation for Clean Air Program (through the Bay Area Air Quality Management District) - \$187,000. ***This has a completion deadline of December 31, 2008.***
- Bicycle Transportation Account (through Caltrans) - \$593,000.

- Transportation Development Act 3 (through the Metropolitan Transportation Commission) - \$ 86,000.
- Recreational Trails Park Program (through California State Parks and Recreation Department) - \$160,000

Without the Pedestrian Bridge, Suisun City and the granting agencies supporting this project cannot complete a continuous Class I bike/pedestrian path. Without this Pedestrian Bridge, the City would be forced to bring the path over the channel via an existing bridge onto Main Street, an arterial roadway, placing bicyclists adjacent to vehicular traffic exiting or approaching Highway 12. This change would create a Class II bike lane, which would be ineligible to receive grant funds that have already been awarded for the Class I facility. Without these grant reimbursements, it is very uncertain the project can proceed.

Commission approval of the Agreement must be obtained by September 2008 to allow project completion by December 2008, the completion date required by the Bay Area Air Quality Management District to reimburse grant funds to the City.

Commission approval of this Pedestrian Bridge encroachment agreement is warranted as it will not interfere with PG&E's provision of utility service, is not adverse to the public interest and in fact creates significant public benefits.

In accordance with Resolution ALJ-202, Appendix A, Section IV (Contents of Advice Letters), PG&E provides the following information related to the proposed transaction:

(1) Identity and addresses of all parties to the proposed transaction:

Pacific Gas and Electric Company	City of Suisun
Andrew L. Niven	Daniel Kasperson
Gail L. Slocum	City Public Works
Law Department	701 Civic Center Blvd.
P.O. Box 7442	Suisun City, CA 94585
San Francisco, CA 94120	Telephone: (707) 421-7316
Telephone: (415) 973-6583	Facsimile: (707) 429-3758
Facsimile: (415) 973-0516	Email: dan@suisun.com
Email: GLSg@pge.com	

(2) Complete description of the property including present location, condition and use:

PG&E has a Grant Easement (recorded January 30, 1981, in Book 1981, Page 7141, Instrument 4179 (81-4179) located on the north side of Main Street along the north side of State Route 12, from Marina Boulevard to the Intermodal Transit/Amtrak Train Station within the City of Suisun. The property includes vacant land, abutting a storm drain channel. The vacant

land is used as an access road to allow for maintenance of a storm drain channel owned and maintained by the City of Fairfield, a 16 " steel PG&E gas transmission pipeline and a Kinder Morgan Petroleum Pipeline. A copy of the Grant Easement is provided as Attachment 3.

(3) Intended use of the property:

The proposed encroachment onto PG&E's easement is for the installation of a Pedestrian Bridge. The City is requesting permission from PG&E in the form of an encroachment agreement to allow the construction of the Pedestrian Bridge that will run parallel with and inside the easement.

Specifically, the encroachment onto PG&E's easement proposes the installation of a 10-foot wide by 177-foot long Pedestrian Bridge that will span across a PG&E gas transmission pipeline easement containing a 16" steel PG&E natural gas line. The Pedestrian Bridge will be located over the existing channel between Marina Boulevard to the Suisun City Intermodal Transit/Amtrak Station on Main Street in the Suisun City Waterfront District. The bridge will encroach across PG&E's 35-foot wide PG&E gas easement area with footings and abutments to be located outside that easement.

Pursuant to the Agreement, the City will own and maintain the Pedestrian Bridge for the term of the Agreement, unless PG&E exercises an express unilateral right to terminate the Agreement on 90 days advance notice in the event the Pedestrian Bridge ever interfered with PG&E operations in the easement, as more particularly described in the Agreement (see Attachment 1). The Pedestrian Bridge, as currently proposed, will not interfere with PG&E's existing facilities and will be designed and constructed in such a way so as not to hinder access to, or maintenance of, PG&E's facilities in the easement. The project design call for adequate access on both sides of the Pedestrian Bridge so that PG&E maintenance can be performed without hindrance. PG&E Gas Operations has reviewed and approved the design plans after confirming appropriate access was provided for PG&E maintenance. Maps of the Bridge and of the construction area are provided in Exhibit B to Attachment 1.

(4) Complete description of financial terms of the proposed transaction:

PG&E is not collecting any use fees associated with granting the City's encroachment of the easement. By consenting to this construction and use on the easement, PG&E is supporting the Countywide Bicycle and Pedestrian Plan and Gap Closure Project as a public project that provides an important safety enhancement for bicyclists and pedestrians. Placement of the Bridge within the easement does not rise to the level of a right that has any realizable economic value to PG&E.

(5) Description of how the financial proceeds of the transaction will be distributed:

Not applicable.

(6) Statement of the impact of the transaction on ratebase and any effect on the ability of the utility to serve customers and the public:

No PG&E property is being sold or disposed of, so there are no changes to PG&E's rate base as a result of granting the Agreement. The granting of the Agreement will not interfere with the use of the gas transmission pipeline corridor by PG&E.

(7) For sales of real property and depreciable assets, the original cost, present book value, and present fair market value, and a detailed description of how the fair market value was determined (e.g., appraisal):

Not applicable.

(8) For leases of real property, the fair market rental value, and a detailed description of how the fair market rental value was determined:

Not applicable.

(9) For easements or rights-of-ways, the fair market value of the easement or right-of-way and a detailed description of how the fair market value was determined:

Not applicable.

(10) Description of any recent past or anticipated future transactions that may appear to be related to the present transaction, such as a sales or leases of real property that are located near the property at issue or that are being transferred to the same transferee; or for depreciable assets, sales of similar assets or sales to the same transferee:

To PG&E's knowledge, there are no recent past or anticipated future transactions that may appear to be related to the subject transaction.

(11) Sufficient information and documentation (including environmental documentation) to show that all of the eligibility criteria stated in Section II of Resolution ALJ-202 have been met:

- a. PG&E has provided information in this advice letter to meet the eligibility criteria under the advice letter pilot program. Under the CEQA Checklist, the activity proposed in the transaction will not require environmental review by the CPUC as a lead or responsible agency. The proposed transaction has been granted a categorical exemption (CEQA Section 15301 (c) and Section 15304 (h)) by the City (Attachment 4). The proposed transaction will service the public interest by providing public access to the County Wide Bikeway Network. There is no payment for the proposed agreement. Finally, the transaction does not involve the transfer or change of ownership of facilities currently used in utility operations. PG&E will retain full access rights to its natural gas facilities for maintenance under the current easement agreement and the Pedestrian Bridge will not interfere with PG&E's provision of utility service.

(12) Additional information to assist in the review of the advice letter:

Request for Expedited Review: The City has requested that PG&E seek expedited Commission review and approval of this Advice Letter by early September 2008, as the City is facing a construction deadline imposed by the expiration of grant funding under which the Pedestrian Bridge construction must commence by September 2008 to meet a construction completion date of December 31, 2008, when the grant funding reimbursements from the Bay Area Air Quality Management District will expire.

(13) Environmental Information:

a. **Exemption from CEQA review:**

(1) Has the proposed transaction been found exempt from CEQA by a government agency?

Yes. The City, as the lead agency for CEQA review, has found the proposed transaction categorically exempt pursuant to CEQA Section 15301 (c) and Section 15304 (h). (See Attachment 4).

(a) If yes, applicant shall attach the Notice of Exemption to the advice letter and shall state name of applicable public agency, the date of the Notice of Exemption, and State Clearinghouse number.

The City acted as the lead agency for CEQA review and filed a Notice of Exemption on February 23, 2004. A copy of the Notice of Exemption is provided herein as

Attachment 4. A State Clearinghouse number was not issued for the Notice of Exemption since there were no Negative Declarations or additional CEQA processes completed.

The Solano Countywide Bicycle Plan has been in the planning stages since the 1990's. In 2004, the Notice of Exemption was approved for this project in anticipation of requesting grant funding from various government agencies. In some cases, the Notice of Exemption was a requirement for grant funding approval.

- (b) If no, the applicant shall state the specific CEQA exemption or exemptions that the applicant claims apply to the transaction, including citations to the applicable State CEQA Guideline(s) and/or statutes.**

Not applicable.

- (2) If the Applicant Believes That the Transaction Is Not a Project under CEQA: If the applicant believes that the transaction is not a project under CEQA, the applicant shall include an explanation of its position:**

Not applicable.

Protests

Anyone wishing to protest this filing may do so by letter sent via U.S. mail, by facsimile or electronically, any of which must be received no later than **August 27, 2008**, which is 20 days after the date of this filing. Protests should be mailed to:

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

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

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

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

Brian K. Cherry
Vice President, Regulatory Relations
Pacific Gas and Electric Company
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

Pursuant to the review process outlined in Resolution ALJ-202, PG&E requests that this advice filing become effective by Commission resolution as soon as possible. **PG&E submits this filing as a Tier 3.**

Notice

In accordance with General Order 96-B, Section IV, a copy of this advice letter is being sent electronically and via U.S. mail to parties shown on the attached list. Address changes 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>.

A handwritten signature in cursive script that reads "Brian Cherry / mt".

Vice President, Regulatory Relations

Attachments

cc: Service List for 2947-G

***** SERVICE LIST Advice 2947-G *****
APPENDIX A

***** STATE EMPLOYEES *****

Angela K. Minkin
Administrative Law Judge Division
505 Van Ness Avenue

San Francisco, CA 94102
(415) 703-2008
ang@cpuc.ca.gov

Myra J. Prestidge
Administrative Law Judge Division
505 Van Ness Avenue

San Francisco, CA 94102
(415) 703-2629
tom@cpuc.ca.gov

Jonathan Reiger
Legal Division
505 Van Ness Avenue
San Francisco, CA 94102
(415) 355-5596
jzr@cpuc.ca.gov

Chloe Lukins
Energy Division
505 Van Ness Avenue
San Francisco, CA 94102
(415) 703- 1637
clu@cpuc.ca.gov

Kenneth Lewis
Energy Division
505 Van Ness Avenue
San Francisco, CA 94102
(415) 703-1090
kl1@cpuc.ca.gov

Brewster Fong
Division of Ratepayer Advocates
505 Van Ness Avenue
San Francisco, CA 94102
(415) 703- 2187
bfs@cpuc.ca.gov

***** AGENCIES *****

City of Suisun
Daniel Kasperson
City Public Works
701 Civic Center Blvd.
Suisun City, CA 94585
Telephone: (707) 421-7316
Facsimile: (707) 429-3758
Email: dan@suisun.com

City of Suisun
Nick Lozano
City Public Works
701 Civic Center Blvd.
Suisun City, CA 94585
Telephone: (707) 421-7344
Facsimile: (707) 429-3758
Email: nlozano@suisun.com

Paul Wiese
Solano County
Engineering Manager
675 Texas Street, Suite 5500
Fairfield, CA 94533-6341
ph: (707) 784-6072
FAX: (707) 784-2894

***** 3rd Party *****

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 M)**

Utility type:

ELC

GAS

PLC

HEAT

WATER

Contact Person: Linda Tom-Martinez

Phone #: (415) 973-4612

E-mail: lmt1@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) #: **2947-G**

Tier: 3

Subject of AL: City of Suisun Pedestrian Bridge Encroachment – Request for Approval Under Section 851

Keywords (choose from CPUC listing): Section 851

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

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

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

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

Is AL requesting confidential treatment? If so, what information is the utility seeking confidential treatment for:

Confidential information will be made available to those who have executed a nondisclosure agreement: Yes No

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

Resolution Required? Yes No

Requested effective date: **as soon as possible**

No. of tariff sheets: N/A

Estimated system annual revenue effect (%): N/A

Estimated system average rate effect (%): N/A

When rates are affected by AL, include attachment in AL showing average rate effects on customer classes (residential, small commercial, large C/I, agricultural, lighting).

Tariff schedules affected: N/A

Service affected and changes proposed¹: N/A

Pending advice letters that revise the same tariff sheets: N/A

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

CPUC, Energy Division

Tariff Files, Room 4005

DMS Branch

505 Van Ness Ave.,

San Francisco, CA 94102

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

Pacific Gas and Electric Company

Attn: Brian K. Cherry

Vice President, Regulatory Relations

77 Beale Street, Mail Code B10C

P.O. Box 770000

San Francisco, CA 94177

E-mail: PGETariffs@pge.com

ADVICE LETTER 2947-G

Attachment 1

LD-2405-02-XXXX

RECORDING REQUESTED BY AND RETURN TO:

PACIFIC GAS AND ELECTRIC COMPANY
Land Services Office
343 Sacramento Street
Auburn, CA 95603

Location: City/Uninc _____

Recording Fee \$ _____

Document Transfer Tax \$ _____

This is a conveyance where the consideration and Value is less than \$100.00 (R&T 11911).

Computed on Full Value of Property Conveyed, or

Computed on Full Value Less Liens & Encumbrances Remaining at Time of Sale

Signature of declarant or agent determining tax

(APN 0030-295-030)

ENCROACHMENT AGREEMENT

This Encroachment Agreement (this "**Agreement**") is made and entered into this ___ day of _____, 2008 by PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called "**PG&E**", and the CITY OF SUISUN CITY, a public body of the State of California, hereinafter called "**Owners.**"

RECITALS

A. Owners are the fee title owners of certain real property within the city of Suisun City county of Solano, state of California, Assessor's Parcel Number 047-212-002 (hereinafter, the "**Property**") legally described as follows:

The parcel of land, described in the deed from Mary Eleanor Tooby and others to the City of Suisun City, dated June 1, 2004 and recorded as Official Recorder's Serial Number 2004-00096391, Solano County Records.

B. PG&E is the owner of a certain easement and right-of-way (the "**Easement**") for gas facilities and for all other purposes connected therewith, as set forth in the Grant of Easement dated January 9, 1981 and recorded in Book 1981 of Official Records at page 7141, Solano County Records. The portion of the Property encumbered by the Easement is hereinafter referred to as the "**Easement Area**". The Easement provides in part that "no building or like structure shall be erected or constructed within the Easement Area."

C. Owners propose to construct a bridge, including other improvements associated therewith (the "**Improvements**") on the Easement Area, the construction of which violates the prohibition against buildings or other structures within the Easement Area. The portion of the Easement Area upon which the improvements are to be constructed (the "**Encroachment Area**") is shown on the map labeled **Exhibit "B"** attached hereto and made a part hereof..

D. Owners have requested that PG&E grant permission for the construction of the Improvements within the Easement Area. PG&E has determined that the Improvements, to be constructed pursuant to plans and specifications approved by PG&E, do not interfere with the present full use of the Easement Area by PG&E, and PG&E is therefore willing to agree to allow such encroachment on the Easement Area on the terms and subject to the conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owners and PG&E hereby agree as follows:

1. Consent to Encroachment. Notwithstanding the prohibition in the Easement, PG&E hereby consents to the encroachment of the **Improvements** onto the Easement Area by approximately 1187 square feet, in the manner and location as more specifically set forth in **Exhibit "A"**.

2. Governmental Approvals. This Agreement shall not become effective, notwithstanding that it may have been executed and delivered by the parties, and Owners shall not commence any activity hereunder, unless and until the California Public Utilities Commission (the "**CPUC**") approves this Agreement by an order which is final, unconditional and unappealable (including exhaustion of all administrative appeals or remedies before the CPUC), and the terms and conditions of such CPUC approval are satisfactory to PG&E in its sole and absolute discretion. This Agreement is made subject to all the provisions of such approval, as more particularly set forth in CPUC Decision _____ (Application No. _____), in like manner as though said provisions were set forth in full herein.

3. Indemnification; Release.

(a) Indemnification. Owners shall, to the maximum extent permitted by law, indemnify, protect, defend and hold harmless PG&E, its parent corporation, subsidiaries and affiliates, and their respective officers, managers, directors, representatives, agents, employees, transferees, successors and assigns (each, an "**Indemnitee**" and collectively, "**Indemnitees**") from and against all claims, losses (including, but not limited to, diminution in value), actions, demands, damages, costs, expenses (including, but not limited to, experts fees and reasonable attorneys' fees and costs) and liabilities of whatever kind or nature (collectively, "**Claims**"), which arise from or are in any way connected with the occupancy or use of the Easement Area by Owners or Owners' contractors, agents, or invitees, or the exercise by Owners of its rights hereunder, or the performance of, or failure to perform, Owners' duties under this Agreement, including, but not limited to, Claims arising out of: (1) injury to or death of persons, including but not limited to employees of PG&E; (2) injury to property or other interest of PG&E, Owners or any third party; (3) violation of any applicable federal, state, or local laws, statutes, regulations, or ordinances,

including all legal requirements relating to human health or the environment, and including any liability which may be imposed by law or regulation without regard to fault; excepting only with respect to any Indemnitee, any Claim arising from the sole, active negligence or willful misconduct of such Indemnitee. In the event any action or proceeding is brought against any Indemnitee for any Claim against which Owners are obligated to indemnify or provide a defense hereunder, Owners upon written notice from PG&E shall defend such action or proceeding at Owners' sole expense by counsel approved by PG&E, which approval shall not be unreasonably withheld, conditioned or delayed.

(b) Release. Owners accept all risk relating to its occupancy and use of the Easement Area. PG&E shall not be liable to Owners for, and Owners hereby waive, release, exonerate, discharge and covenant not to sue PG&E and the other Indemnitees from, any and all liability, whether in contract, tort or on any other basis, for any injury, damage, or loss resulting from or attributable to any occurrence on or about the Easement Area, the condition of Easement Area, the use or occupancy of the Easement Area by Owners, or PG&E's operation and maintenance of PG&E's facilities in the vicinity of the Easement Area, except in the case of any Indemnitee, any injury, damage, or loss arising from the sole, active negligence or willful misconduct of such Indemnitee.

4. Compliance with Laws. Owners shall, at its sole cost and expense, comply with all laws, statutes, ordinances, rules, regulations, requirements or orders of municipal, state, and federal authorities now in force or that may later be in force, with the conditions of any permit, relating to Owners' use or occupancy of the Easement Area.

5. Alterations. Except for the Improvements authorized to be constructed pursuant to this Agreement, Owners shall not construct any additional buildings or structures on the Easement Area, nor shall Owners make any alteration, addition or improvement to the Easement Area that would increase the Encroachment Area, either horizontally or vertically.

6. Damage or Destruction. In the event that the Improvements which encroach onto the Easement Area shall be destroyed or demolished, Owners shall not rebuild the Improvements on any part of the Easement Area except pursuant to plans and specifications approved by PG&E.

7. Maintenance. Owners shall be responsible for the maintenance of the Improvements in good condition and repair, and Owners shall coordinate all activities regarding the maintenance of the Improvements to reasonably minimize any interference with the use by PG&E of the Easement Area, and Owners shall conduct its activities in such a manner so as not to endanger the Easement Area, the environment and human health and safety. Owners shall be responsible for remediation of any hazardous materials release caused by Owners, and to clean and remove debris and/or promptly repair any damages to the Easement Area following any entry or activity by Owners, returning the Easement Area to a like or better condition.

8. Notice. Any notices or communications hereunder shall be in writing and shall be personally delivered or sent by first class mail, certified or registered, postage prepaid, or sent by national overnight courier, with charges prepaid for next business day delivery, addressed to the addressee party at its address or addresses listed below, or to such other address or addresses for a party as such party may from time to time designate by notice given to the other party. Notices

shall be deemed received, if sent by personal delivery upon actual receipt by the party being sent the notice, or on the expiration of three (3) business days after the date of mailing, or on the following business day if sent by overnight courier.

If to PG&E:

Pacific Gas and Electric Company
Land Services
343 Sacramento Street
Auburn, CA 95603
Attention: Paul Fluckey, Land Agent

With a copy to:

Grant Guerra, Esq.
Pacific Gas and Electric Company
P.O. Box 7442, Mail Code B30A
San Francisco, California 94120

If to Owners:

City of Suisun City - Engineering Division
701 Civic Center Boulevard
Suisun City, CA 94585

9. Governing Law. This Agreement shall in all respects be interpreted, enforced, and governed by and under the laws of the State of California.

10. Entire Agreement. This Agreement and the Deed, supersedes all previous oral and written agreements between and representations by or on behalf of the parties and constitutes the entire agreement of the parties with respect to the subject matter hereof. This Agreement may not be amended except by a written agreement executed by the parties.

11. Binding Effect. This Agreement and the covenants and agreements contained herein shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective heirs, successors and assigns (subject to the provisions of Section 13 below). No assignment or delegation by Owners, whether by operation of law or otherwise, shall relieve Owners of any of its duties, obligations or liabilities hereunder, in whole or in part. The covenants of Owners hereunder shall run with the land.

12. Attorneys' Fees. Should either party bring an action against the other party, by reason of or alleging the failure of the other party with respect to any or all of its obligations hereunder, whether for declaratory or other relief, then the party which prevails in such action shall be entitled to its reasonable attorneys' fees (of both in-house and outside counsel) and expenses related to such action, in addition to all other recovery or relief. A party shall be deemed to have prevailed in any such action (without limiting the generality of the foregoing) if such action is dismissed upon the payment by the other party of the sums allegedly due or the performance of

obligations allegedly not complied with, or if such party obtains substantially the relief sought by it in the action, irrespective of whether such action is prosecuted to judgment.

13. Survival of Obligations. Owners' obligations under Sections 3 and 4 of this Agreement, and all representations, warranties, indemnities or other provisions which by their nature survive termination shall survive the exercise of PG&E's termination rights pursuant to Section 3 of this Agreement.

14. Counterparts. This Agreement may be executed in identical counterpart copies, each of which shall be an original, but all of which taken together shall constitute one and the same agreement.

15. Recording. Owners hereby consent and agree to the recording by PG&E of this Agreement against the Property. Owners agree to sign any additional documents reasonably required to complete such recording.

16. Ratification of Deed. Except as modified by this Agreement in regard to the Property, all of the terms, conditions and provisions of the Deed shall remain in full force and effect and are hereby ratified and confirmed. To the extent the terms of the Deed are inconsistent with this Agreement, the terms of this Agreement shall control.

17. The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first set forth above.

"PG&E"

"Owners"

PACIFIC GAS AND ELECTRIC COMPANY,
a California corporation

CITY OF SUISUN CITY, a public body of
the State of California

By: _____
Loren L. Loo

By: _____

Its: Manager, Land Asset Management
Technical & Land Services

By: _____

Administrative Information
Encroachment Agreement
City of Suisan City

Area 6-North Valley
Auburn Land Service Office
Operating Department: Gas Transmission
T. 05 N., R. 02 W, Sec. 25, SW ¼ of SW ¼
FERC License Number:
PG&E Drawing Number: B-4987
PLAT NO. 2777-F8
LD of any affected documents:
LD of any Cross-referenced documents: 2405-02-0733
TYPE OF INTEREST: 05p and 52
SBE Parcel Number:
(For Quitclaims, % being quitclaimed)
Order # 40138623
JCN:
County: Solano
Utility Notice Numbers:
851 Approval Application No. _____ Decision _____
Prepared By: PHF
Checked By: NOR
Revision Number:



ENGINEERS
SURVEYORS
PLANNERS

June 27, 2008
BKF Project: 20075016-10

EASEMENT DESCRIPTION

All that certain real property situate in the City of Suisun City, County of Solano, State of California, and described as follows:

BEING a portion of the lands described in the Grant Deed to the City of Suisun City recorded July 13, 2004, Document Number 200400096391, Official Records of Solano County, being also a portion of the lands described in the Grant Easement to Pacific Gas and Electric Company recorded January 30, 1981, in Book 1981, Page 7141, Instrument 4179 (81-4179), Official Records of Solano County, said portion described as follows:

A strip of land 20.00 feet in width, the perimeter of which is more particularly described as follows:

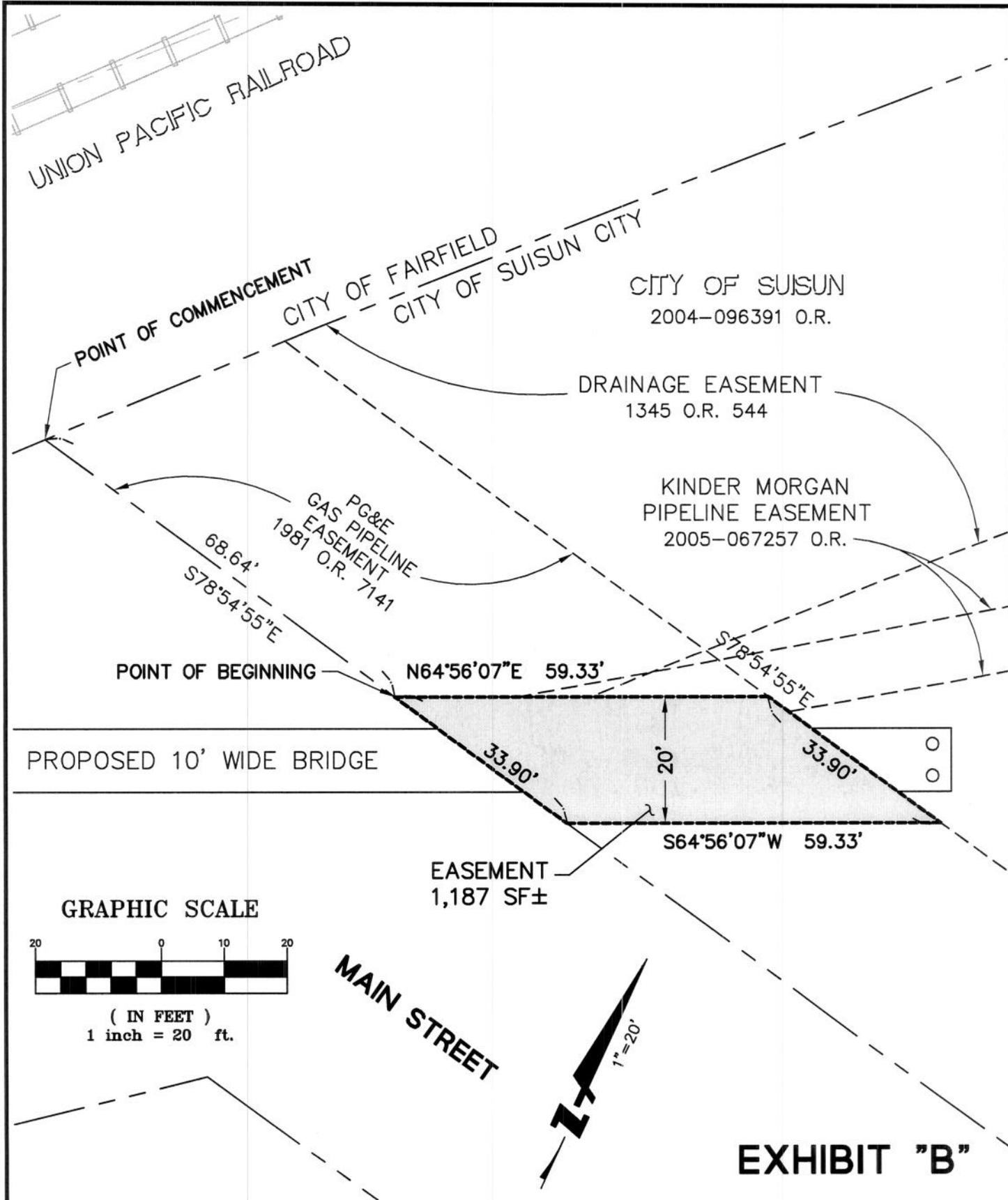
COMMENCING at southwesterly corner of said lands (200400096391) on the southerly line thereof; **THENCE** along said southerly line South $78^{\circ}54'55''$ East 68.64 feet to the **POINT OF BEGINNING**; **THENCE** leaving said southerly line North $64^{\circ}56'07''$ East 59.33 feet to the northerly line of said easement (81-4179); **THENCE** along said northerly line South $78^{\circ}54'55''$ East 33.90 feet; **THENCE** leaving said line South $64^{\circ}56'07''$ West 59.33 feet to said southerly line; **THENCE** along said southerly line North $78^{\circ}54'55''$ West 33.90 feet to the **POINT OF BEGINNING**.

Containing an area of 1,187 square feet, more or less.

The above description is based on the California Coordinate System, Zone 2.

A plat showing the above described easement is attached hereto and made a part hereof as Exhibit "B".

This description was prepared from record information for BKF Engineers.



CITY OF SUISUN
2004-096391 O.R.

DRAINAGE EASEMENT
1345 O.R. 544

KINDER MORGAN
PIPELINE EASEMENT
2005-067257 O.R.

PG&E
GAS PIPELINE
EASEMENT
1981 O.R. 7141

POINT OF BEGINNING

N64°56'07"E 59.33'

S78°54'55"E

PROPOSED 10' WIDE BRIDGE

33.90'

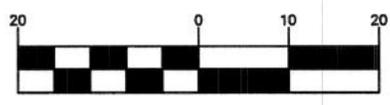
20'

33.90'

S64°56'07"W 59.33'

EASEMENT
1,187 SF±

GRAPHIC SCALE



(IN FEET)
1 inch = 20 ft.

MAIN STREET



EXHIBIT "B"

PLOTTED BY: mikel



2737 NORTH MAIN STREET
SUITE 200
WALNUT CREEK, CA 94596
925-940-2200
925-940-2299 (FAX)

Subject PLAT TO ACCOMPANY
EASEMENT DESCRIPTION _____
Job No. 20075016-10
By ML Date 06/26/08 Chkd. MLM
SHEET 1 OF 1

ADVICE LETTER 2947-G

Attachment 2

Solano Countywide Bicycle Plan Executive Summary



**ROUTE
BIKE**

October 2004

STa
Solano Transportation Authority

Objective 4. Develop a countywide bikeway system that meets the needs of commuter and recreation bicyclists, helps reduce vehicle trips, and links residential neighborhoods with destinations countywide.

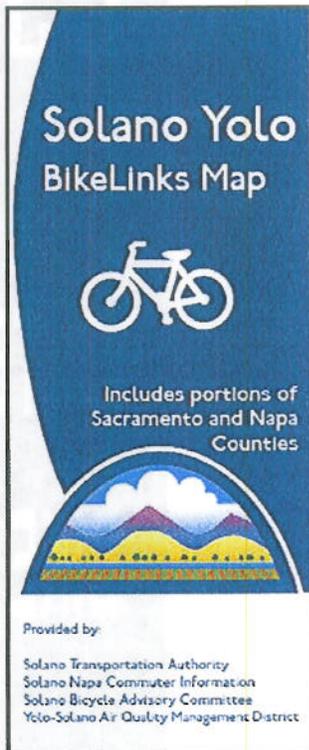
Objective 5: Maximize multi-modal connections to the Bikeway System.

Objective 6. Improve bicycle safety conditions in Solano County.

Objective 7. Develop detailed and ranked improvements in the Countywide Bicycle Plan.

Objective 8. Encourage public participation and continuation of the Bicycle Advisory Committee.

Objective 9. Develop a coordinated marketing strategy to encourage bicycling in Solano County.



Solano-Yolo BikeLinks Map helps to promote commuter and recreational cycling in the region.

MAJOR RECOMMENDATIONS OF THE COUNTYWIDE BICYCLE PLAN UPDATE

The Countywide Bicycle Plan recommends the completion of a comprehensive bikeway network and support facilities, along with new educational and promotional programs to improve conditions for bicyclists in Solano County. The primary countywide system calls for the implementation of approximately 140 miles of bikeways (See Proposed Bikeway Facilities Map) connecting all of the member agencies at an estimated cost of approximately \$58 million over the 25-year life of the plan. The key primary segments identified for implementation in the short-term (next five years) include:

1. The Solano Bikeway Extension – connecting Vallejo and Fairfield.
2. State Park Road Overcrossing – connecting cyclists across I-780 in Benicia to the Benicia State Recreation Area.
3. Jepson Parkway Bikeway Phase I – the first phase of this planned cross-county route from SR 12 in Suisun City north to Bella Vista Drive.
4. **Central County Bikeway** – a critical gap closure in the Central County Bikeway project connecting the existing route from its terminus at Marina Boulevard to the Amtrak Station in Suisun City.

For a complete list of all projects included in the 25-year Countywide Bicycle Plan, please see Table 1 (Solano Countywide Bikeway System) starting on page 9 of this Executive Summary.



Covered Class I and Class II bicycle parking are available at this Sacramento area park and ride lot.



Multi-modal connections, such as bikes on buses have the ability to extend the commute range of bicyclists.

Central County Bikeway (Suisun City): Suisun City was awarded over \$1.4 million in grants from more than 10 different sources to construct the Central County Bikeway along Highway 12 from the Suisun City Multi-Modal (Amtrak) Station to Peterson Road and Travis Air Force Base. The project has been constructed from Marina to Peterson and opened to the public in July 2003.

Southside Bikeway (Vacaville): the City of Vacaville continued to expand its popular bikeway system, linked to the Alamo Creek Pathway system and part of the countywide primary bikeway system. Vacaville continued its implementation of the Alamo Creek and Southside Bikeways.

The Green Valley Class I Bike Path (County): The County completed a new Class I path in 2001 along Green Valley Road from Rockville Road to the Fairfield City Limit, linking to existing Fairfield facilities.

2003 Solano Bikeway Extension Feasibility Study (Fairfield): The City of Fairfield recently completed the Solano Bikeway Extension Feasibility Study. The extension study was performed to identify an alignment for the Phase 2 extension of the Solano Bikeway from its current terminus at McGary Road just south of Hiddenbrooke Parkway/American Canyon Road, north to the Solano Community College in Fairfield. Implementation of the Solano Bikeway Extension is critical to close a major gap in the current bikeway system between Fairfield and Vallejo.

BikeLinks Maps (STA): The Solano Transportation Authority produced a fourth version of the popular BikeLinks map. The latest edition of this useful guide to bicycling conditions in the region is available on-line on the STA's website, www.solanolinks.com/.

Carquinez Bridge Bikeway (Caltrans): The Carquinez Bridge Bikeway, completed and opened in the spring of 2004, is a component of the Carquinez Bridge Replacement Project. The new suspension bridge, designed to meet seismic safety, replaces the existing 1927 steel truss bridge and provides pedestrian and bicycle access across the straight.

State Route 37 Improvement Project (Vallejo): Caltrans is currently constructing improvements on a 2.5 mile portion of State Route 37 in Vallejo from the Napa River Bridge on the west end to beyond Walnut Street/Mini Drive on the east end. The project includes a new Class I bikeway which will be located on the north side of the improvements. The project will become an alignment of the Bay Trail connecting to trails in the White Slough area, and will serve local neighborhoods and businesses in the area.

Pleasants Valley Road Bridge Replacement Program (County): The County constructed a new bridge on Pleasants Valley Road at Pleasants Creek to replace a narrow bridge that was destroyed in a storm. The new bridge has four-foot shoulders – suitable for Class II bike lanes – to accommodate bicycle travel. This is the seventh

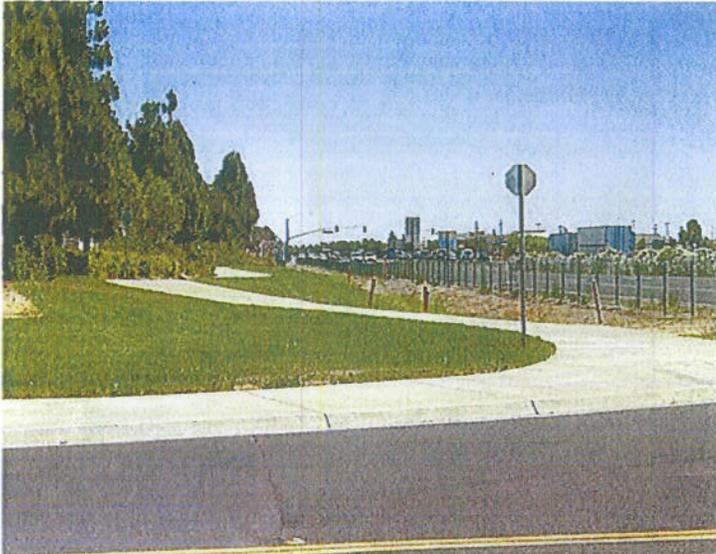
EXECUTIVE SUMMARY

Table 1
SOLANO COUNTYWIDE BIKEWAY SYSTEM

Revised Projects
New Projects

SEGMENT	FROM	TO	CLASS	LENGTH (MILES)	COST	PHASE 1 YEAR 2010	PHASE 2 YEAR 2020	PHASE 3 YEAR 2030	SF Bay Area Regional Bike Plan	Cross State Bike Route
Jepson Parkway/Vacaville to Suisun City (South Route)										
	Leisure Town Road I-80	Ulatis Creek Parkway	I	1.5	\$510,000	X			✓	✓
	Leisure Town Road	Ulatis Creek	I	2.0	\$700,000	X			✓	✓
	Leisure Town Road	Alamo Drive	I	1.6	\$560,000	X			✓	✓
	Vanden Road	Leisure Town Road	I	3.4	\$1,190,000	X			✓	✓
	Cement Hill Road	Peabody Road	I	0.9	\$320,000	X			✓	✓
	Walters Road	Cement Hill Road	I	1.1	\$390,000	X			✓	✓
	Walters Road	Airbase Parkway	II	0.5	\$20,000	X			✓	✓
	Walters Road	E. Tabor Avenue	I	1.8	\$630,000	X			✓	✓
		SR 12	I	12.8	\$4,320,000	X			✓	✓
Central County Bikeway (Suisun City to Rio Vista)										
	Multi-use path north side of SR 12	Marina Road	I	0.6	\$284,091	X			✓	✓
		Amtrak Station								

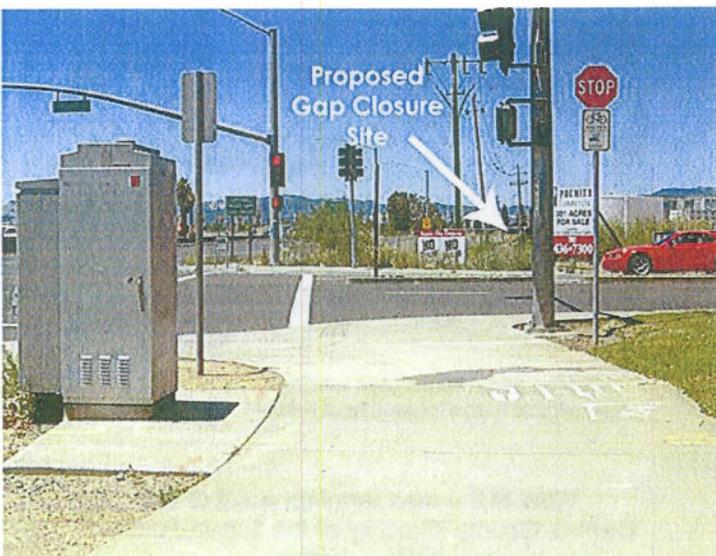
EXISTING CENTRAL COUNTY BIKEWAY



North side of Highway 12 with a view to the east.



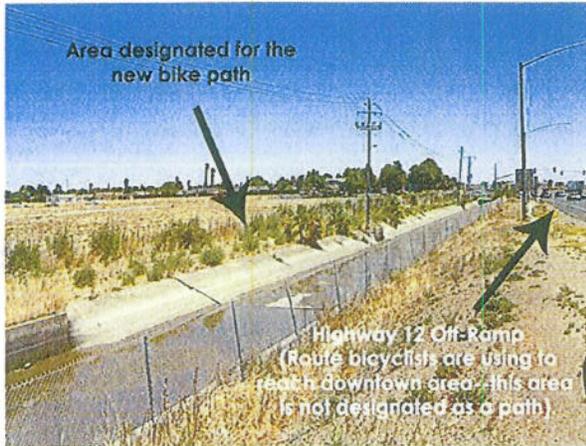
North side of Highway 12 with a view to the west (leading to the existing terminal point of the Central County Bikeway).



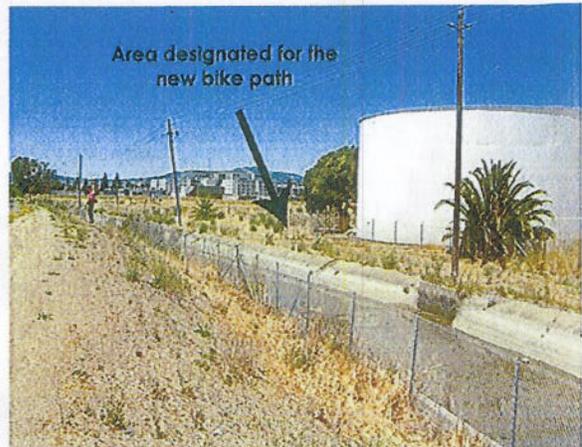
Intersection of Marina Blvd. and Highway 12

North side of Highway 12 with a view to the west at the existing terminal point of the Central County Bikeway towards the proposed Gap Closure site.

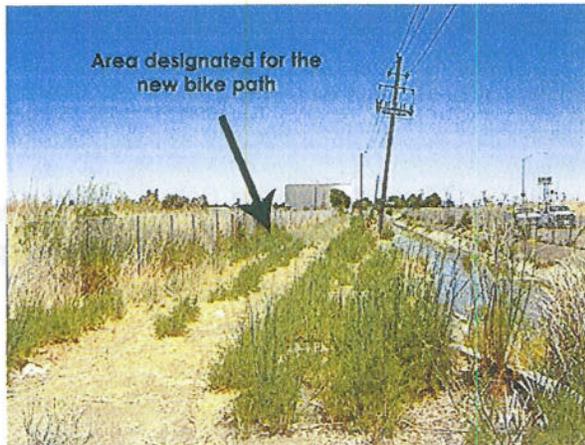
EXISTING CONDITIONS AT PROPOSED SITE OF THE CENTRAL COUNTY BIKEWAY GAP CLOSURE



North side of Highway 12 with a view to the east (towards the existing terminal point of the Central County Bikeway).



North side of Highway 12 with a view to the west. Following the water channel to the south-west will lead users to the Amtrak Station and the Downtown Suisun Waterfront District.



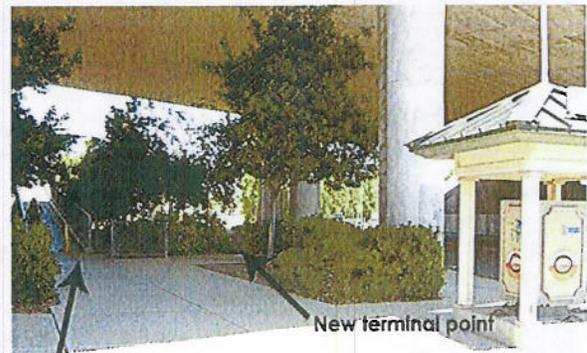
North side of Highway 12 with a view to the east (showing area designated for the Central County Bikeway Gap Closure).



North side of Highway 12 with a view to the west (showing area designated for the bicycle/pedestrian bridge allowing users to cross to the south side of the existing water channel).



The Suisun-Fairfield Amtrak Station



View of the new terminal point of the Central County Bikeway at the Suisun-Fairfield Amtrak Station

ADVICE LETTER 2947-G

Attachment 3

PACIFIC GAS AND ELECTRIC COMPANY

~~77 Beate Street~~ 345 Mission St. Rm 276
San Francisco, California 94106
Attn: Land Dept. Title Administration Unit

Location: City/Union Fairfield
Recording Fee \$ 6.00
Documentary Transfer Tax \$ 1.65
 Computed on Full Value of Property Conveyed, or
 Computed on Full Value Less Liens & Encumbrances
Remaining at Time of Sale.
Maurice Alford
Signature of declarant or agent determining tax

Recorded At Request Of
P. G. & E.
at 19 min. past 10 M.
BOOK 19 JAN 30 1981
OFFICIAL RECORDS
SOLANO COUNTY CALIF.
James J. Agnew
500 PD. Recorder

1179

3010-2798 Main 210

EASEMENT

11 80 1

IDEAL BASIC INDUSTRIES, INC., a Colorado corporation, successor to Pacific Portland Cement Company, a California corporation, hereinafter called first party, in consideration of value paid by PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called second party, the adequacy and receipt whereof are hereby acknowledged, hereby grants to second party the right to excavate for, install, replace (of the initial or any other size), maintain and use such pipe lines as second party shall from time to time elect for conveying gas, with necessary and proper valves and other appliances and fittings, and devices for controlling electrolysis for use in connection with said pipe lines, together with adequate protection therefor, and also a right of way, within the hereinafter described strip of those certain lands which are situate in the City of Fairfield, County of Solano, State of California, and described as follows: (APN 30-295-03)

The 1.50 acre parcel of land described in the deed from Edward Dinkelspiel to Ellen G. Dinkelspiel recorded July 1, 1937 in Book 178 of Official Records at page 100, Solano County Records.

The aforesaid strip is described as follows:

A strip of land of the uniform width of 35 feet lying contiguous to and northerly of the southerly boundary line of said lands, said southerly boundary line also being the northerly boundary line of the state highway known as Rio Vista Road, and extending from the easterly boundary line of said lands westerly approximately 340 feet to the westerly boundary line of said lands.

All pipe installed hereunder shall be buried so that the top thereof be at least 48 inches below the present surface of the ground.

First party further grants to second party:

(a) the right of ingress to and egress from said strip over and across said lands by means of roads and lanes thereon, if such there be, otherwise by such routes as shall occasion the least practicable damage and inconvenience to first party and to use said roads, lanes or routes to provide access to second party's facilities on lands adjacent to said lands; provided that the rights granted in this paragraph shall not extend to any portion of said lands which is isolated from said strip by any public road or highway now crossing or hereafter crossing said lands; provided, further, that if any portion of said lands is or shall be subdivided and dedicated roads or highways on such portion shall extend to said strip, the rights granted by this paragraph on said portion shall be confined to such dedicated roads and highways;

(b) the right to use such portion of said lands contiguous to said strip as may be reasonably necessary in connection with the installation and replacement of such pipe lines;

(c) the right from time to time to trim and to cut down and clear away any and all trees and brush now or hereafter on said strip and to trim and to cut down and clear away any trees on either side of said strip which now or hereafter in the opinion of second party may be a hazard to said pipe lines, valves, appliances or fittings, by reason of the danger of falling thereon, or may interfere with the exercise of second party's rights hereunder; provided, however, that all trees which second party is hereby authorized to cut and remove, if valuable for timber or wood, shall continue to be the property of first party, but all tops, lops, brush and refuse wood shall be burned or removed by second party;

(d) the right to install, maintain and use gates in all fences which now cross or shall hereafter cross said strip; and

(e) the right to mark the location of said strip by suitable markers set in the ground; provided that said markers shall be placed in fences or other locations which will not interfere with any reasonable use first party shall make of said strip.

Second party hereby covenants and agrees:

(a) second party shall not fence said strip;

(b) second party shall promptly backfill any trench made by it on said strip and repair any damage it shall do to first party's private roads or lanes on said lands; and

(c) second party shall indemnify first party against any loss and damage which shall be caused by the exercise of said ingress and egress or by any wrongful or negligent act or omission of second party or of its agents or employees in the course of their employment.

First party reserves the right to use said strip for purposes which will not interfere with second party's full enjoyment of the rights hereby granted; provided that first party shall not erect or construct any building or other structure, or drill or operate any well, or construct any reservoir or other obstruction on said strip, or diminish or substantially add to the ground cover over said pipe lines.

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto, and all covenants shall apply to and run with the land.

IN WITNESS WHEREOF first party has executed these presents this 9TH day of JAN., 19 81.

IDEAL BASIC INDUSTRIES, INC.

By M. T. Nelligan
M.T. NELLIGAN, SENIOR VICE-PRESIDENT

STATE OF COLORADO)
: SS.
COUNTY OF DENVER)

By S.R. V.P.

Subscribed and sworn to before me this 12th day of January, 1981 by M. T. Nelligan, Senior Vice President, Ideal Basic Industries, Inc.

My Commission Expires:

Laurie C. Wilson
Notary Public LAURIE C. WILSON

My Commission Expires Dec. 29, 1984

Sacramento
GM 191305
Dwg. B-4987
Sh. 19, Chg. 8
T.5N., R.2W.,
M.D.B. & M.
Section 25
SW4 of SW4
06-80-025
80-127
SS

Prepared T.M.

Checked P.I.V.

ADVICE LETTER 2947-G

Attachment 4

CITY OF SUISUN CITY
PUBLIC WORKS DEPARTMENT



NOTICE OF EXEMPTION

2/23, 2004

Michael D. Johnson, Clerk of
the Board of Supervisors
of Solano County

Maegan M... Deputy

TO: County Clerk
County of Solano
600 Texas
Fairfield, CA 94533

FROM: Public Works Department
City of Suisun City
701 Civic Center Blvd.
Suisun City, CA 94585

Project Title: Central County Bikeway Gap Closure

Project Location: North side of Main Street and the existing channel along the north side of State Route 12, from Marina Boulevard to the Amtrak Train Station.

Description of Nature, Purpose and Beneficiaries of Project:

This project consists of installing a 10-foot wide concrete bike path and a bridge over the channel, as well as providing the necessary striping and signing within the City rights-of-way.

Name of Public Agency Approving Project: City of Suisun City

Name of Person or Agency Carrying Out Project:

City of Suisun City Public Works Department
Public Works Department (707) 421-7340

Exempt Status: (Check One)

- Ministerial (Section 21080(b)(1); 15268:
- Categorical Exemption CEQA Section 15301(c) and Section 15304 (h)
- Declared Emergency (Section 21080 (b)(3); 15269(a);
- Emergency Project (Section 21080 (b)(4); 15269(b)(c);

Reasons why project is exempt:

This project results in no expansion of an existing street within existing City rights-of-way. Also, the project consists of only minor alterations to the land.

Lead Agency Contact Person: Gerald "Gary" B. Cullen, Jr. Telephone (707) 421-7340

Signature *Gerald B. Cullen Jr.*
Public Works Director/City Engineer

Date: 2/3/04

2/23/04

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

Aglet	Department of the Army	Northern California Power Association
Agnews Developmental Center	Dept of General Services	Occidental Energy Marketing, Inc.
Alcantar & Kahl	Division of Business Advisory Services	OnGrid Solar
Ancillary Services Coalition	Douglas & Liddell	PITCO
Anderson & Poole	Douglass & Liddell	PPL EnergyPlus, LLC
Arizona Public Service Company	Downey & Brand	Pinnacle CNG Company
BART	Duke Energy	Praxair
BP Energy Company	Duncan, Virgil E.	R. W. Beck & Associates
Barkovich & Yap, Inc.	Dutcher, John	RCS, Inc.
Bartle Wells Associates	Ellison Schneider & Harris LLP	RMC Lonestar
Blue Ridge Gas	Energy Management Services, LLC	Recon Research
Braun & Associates	FPL Energy Project Management, Inc.	SCD Energy Solutions
C & H Sugar Co.	Foster Farms	SCE
CA Bldg Industry Association	Foster, Wheeler, Martinez	SESCO
CAISO	Franciscan Mobilehome	SMUD
CLECA Law Office	G. A. Krause & Assoc.	SPURR
CSC Energy Services	GLJ Publications	Santa Fe Jets
California Cotton Ginners & Growers Assn	Goodin, MacBride, Squeri, Schlotz & Ritchie	Seattle City Light
California Energy Commission	Green Power Institute	Sempra Utilities
California League of Food Processors	Hanna & Morton	Sequoia Union HS Dist
California Public Utilities Commission	Heeg, Peggy A.	Sierra Pacific Power Company
California Water Company	Hitachi	Silicon Valley Power
Calpine	Hogan Manufacturing, Inc.	Smurfit Stone Container Corp
Cameron McKenna	Imperial Irrigation District	Southern California Edison Company
Cardinal Cogen	Innercite	St. Paul Assoc.
Casner, Steve	International Power Technology	Sunshine Design
Cerox	Intestate Gas Services, Inc.	Sutherland, Asbill & Brennan
Chamberlain, Eric	J. R. Wood, Inc.	TFS Energy
Chevron Company	JTM, Inc.	Tabors Caramanis & Associates
Chris, King	Los Angeles Dept of Water & Power	Tecogen, Inc.
City of Glendale	Luce, Forward, Hamilton & Scripps LLP	TransCanada
City of Palo Alto	MBMC, Inc.	Turlock Irrigation District
City of San Jose	MRW & Associates	U S Borax, Inc.
Clean Energy Fuels	Manatt Phelps Phillips	United Cogen
Coast Economic Consulting	Matthew V. Brady & Associates	Utility Cost Management
Commerce Energy	McKenzie & Associates	Utility Resource Network
Commercial Energy	Meek, Daniel W.	Utility Specialists
Constellation	Merced Irrigation District	Vandenberg Air Force
Constellation New Energy	Mirant	Verizon
Consumer Federation of California	Modesto Irrigation District	Wellhead Electric Company
Crossborder Energy	Morgan Stanley	Western Manufactured Housing Communities Association (WMA)
Davis Wright Tremaine LLP	Morrison & Foerster	White & Case
Day Carter Murphy	New United Motor Mfg., Inc.	eMeter Corporation
Defense Energy Support Center	Norris & Wong Associates	
Department of Water Resources	North Coast SolarResources	