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July 28, 2006

Advice 2865-E
(Pacific Gas and Electric Company ID U39 E)

Public Utilities Commission of the State of California

**Subject: Contract for Procurement of Renewable Energy Resources
Resulting from Power Purchase Agreements Between Global
Common, LLC and PG&E**

I. PURPOSE

By this advice letter, Pacific Gas and Electric Company (“PG&E”) seeks the California Public Utilities Commission’s (“Commission” or “CPUC”) approval of two power purchase agreements, including a first amendment to each, (“Agreements”) governing PG&E’s purchase of energy and capacity from two biomass generation facilities owned by Global Common, LLC (“Global Common”). Each of the facilities, the El Nido Biomass Facility and the Chowchilla Biomass Facility, has an operating capacity of 9 megawatts (“MW”). The Commission’s approval of the Agreements will authorize PG&E to accept future deliveries of incremental supplies of renewable resources and contribute towards the 20 percent renewables procurement goal required by California’s Renewables Portfolio Standard (“RPS”) statute.¹

PG&E requests that the Commission approve the Agreements by resolution that explicitly:

- 1. Approves the Agreements in their entirety, including payments to be made by PG&E, subject to CPUC review of PG&E’s administration of the Agreements;**

¹ California Public Utilities Code section 399.11 et seq., as interpreted by D.03-07-061, the “Order Initiating Implementation of the Senate Bill 1078 Renewables Portfolio Standard Program”, and subsequent CPUC decisions in Rulemaking (R.) 04-04-026.

- 2. Finds that any procurement pursuant to these Agreements is procurement from an eligible renewable energy resource for purposes of determining PG&E's compliance with any obligation that it may have to procure eligible renewable energy resources pursuant to the California Renewables Portfolio Standard (Public Utilities Code Section 399.11 et seq.), Decision (D.)03-06-071, or other applicable law;**
- 3. Finds that any procurement pursuant to these Agreements constitutes incremental procurement by PG&E from an eligible renewable energy resource for purposes of determining PG&E's compliance with any obligation to increase its total procurement of eligible renewable energy resources that it may have pursuant to the California Renewables Portfolio Standard (Public Utilities Code Section 399.11 et seq.), D.03-06-071, or other applicable law;**
- 4. Finds that payments made under the Agreements and any indirect costs of renewables procurement identified in Section 399.15(a)(2) shall be recovered in rates.**
- 5. Finds that the costs associated with these contracts are eligible for recovery through a non-bypassable charge over the life of the contracts consistent with the provisions of D.04-12-048.**

The Agreements, corresponding confirmation letters and amendments are provided in Confidential Appendix A.

The Agreements will contribute towards PG&E's renewables procurement goals. Together, the Chowchilla and El Nido Agreements will provide approximately 144 GWh per year of energy (20% of PG&E's annual incremental requirement).

PG&E requests the Commission to issue a resolution no later than November 30, 2006, containing the findings highlighted above so that PG&E's contract for these two renewable resources can remain in effect.² The requested form of approval

² As provided by D.04-06-014, one of the non-modifiable standard terms of a PPA resulting from an RPS solicitation states that in order for an executed RPS PPA to be binding on the parties, the Commission must approve the Agreement and payments to be made thereunder, and find that the procurement will count toward PG&E's RPS procurement obligations, as either incremental

is described in more detail under the heading, "Request for Commission Approval", below. The parties have agreed that if the Agreements are not approved by the CPUC within 180 days of the date that PG&E files for approval, the contracts may be terminated by either party.

The financial terms of the contracts were developed to reflect the facilities' receipt of federal production tax credits ("PTCs"). The expected commercial operation date of both facilities is prior to expiration of current PTC legislation.

In support of this request, the following confidential information is being submitted under seal. This material is protected from public disclosure because it consists of the contract agreement itself, price information, and analyses of proposed RPS contracts which may be protected pursuant to the affected utility's motion pursuant to D.06-06-066. A separate Motion for Confidentiality Protection of Electric Procurement Data regarding the confidential information is being filed concurrently with the Commission's Docket Office.

Appendix A – Power Purchase Agreements

Appendix B – Contract Analysis

II. DESCRIPTION OF THE PROJECTS

The following table summarizes the substantive features of the PPAs:

Generating Facility	Type	Term Years	MW Capacity	Annual Deliveries	Commercial Operating Date	Location
Chowchilla	Biomass	15	9 MW	72 GWh	12/31/2007	NP-15
El Nido	Biomass	15	9 MW	72 GWh	09/30/2007	NP-15

The Global Common Chowchilla and El Nido facilities are biomass resources located in the NP-15 area of PG&E's service territory near Fresno. Chowchilla and El Nido are existing, but non-operating, biomass facilities. Both facilities operated under Qualifying Facilities contracts that were terminated in 1995. Both the Chowchilla and El Nido Agreements are the result of bilateral negotiations. Global Common did not offer either the Chowchilla or El Nido project in PG&E's 2004 RPS Solicitation because it had only recently acquired control of the facilities and Global Common was in discussions with another entity at the time PG&E's RPS negotiations ensued. PG&E entered into

procurement or procurement for baseline replenishment. (D.04-06-014, Appendix A, p. A-1.) This term was incorporated into the Agreements by the parties during bilateral negotiations so the utility could avoid a procurement obligation that the Commission did not find to be reasonable and recoverable in rates.

negotiations with Global Common because of the opportunity to obtain a baseload renewable resource for PG&E's customers and because of the high likelihood that if negotiations did not commence as soon as possible, Global Common would have entered into a PPA with the other entity. However, to ensure that PG&E's customers would be no worse off from purchasing power from projects that were not offered through the competitive solicitation process, PG&E evaluated the Global Common projects using the evaluation methodologies provided in the Solicitation Protocol, dated July 15, 2004 (the "2004 Solicitation Protocol"), as if the Global Common projects had been submitted in response to the 2004 Solicitation. PG&E found that using those evaluation methodologies each of Chowchilla and El Nido would have been included in PG&E's 2004 "shortlist" of projects that merited negotiation with project proponents. This evaluation method confirms that execution of the Agreements is consistent with the interest of PG&E's customers even though Global Common's offer was not tendered through a Solicitation.

On September 28, 2005 PG&E filed the Agreements for Commission approval in Advice 2718-E. Subsequently, Global Common informed PG&E that it was unable to obtain financing and therefore unable to proceed with either the El Nido or Chowchilla project at the original agreed upon price. Global Common did not bid into PG&E's 2005 RPS Solicitation because of concerns about site control and timing. Absent a renegotiated agreement, Global Common's option to retain site control was based on escalating monthly payments.

In determining whether or not to proceed with renegotiated pricing, PG&E conducted further investigation of the projected capital investment necessary to refurbish the facility, ongoing operating costs and projected investor rates of return. After lengthy negotiations, PG&E and Global Common ultimately agreed to a price which the parties believe is reasonable and allows the projects to be financed.

A copy of each of the Agreements and related amendment are provided as Confidential Appendix A.

III. CONTRACT ANALYSIS

A. Consistency with PG&E's Adopted RPS Plan.

The Commission should evaluate the reasonableness of the Agreements in terms of their consistency with PG&E's renewable procurement plan, which was approved on July 21, 2005. As required by statute, the plan includes an assessment of supply and demand to determine the optimal mix of renewable generation resources, consideration of compliance flexibility mechanisms established by the Commission, and a bid solicitation setting forth the need for renewable generation of various operational characteristics.³

³ Pub. Util. Code sec. 399.14 subsec.(a)(3).

1. Fit with Identified Renewable Resource Needs

In its approved 2004 RPS Solicitation Protocol, PG&E's portfolio assessment showed a "medium" need for as-available and baseload resources beginning in 2007. The need for baseload resources was high in 2008. In the approved 2005 RPS Solicitation Protocol, PG&E's portfolio assessment again showed a "medium" need in the 2007 and 2008. In order to meet the 20 percent renewable energy target by 2010, PG&E requires incremental energy deliveries from newly contracted resources at an average rate of approximately 700 to 800 GWh per year. Generation pursuant to the Agreements would be for a baseload product and would contribute significantly toward PG&E's annual RPS targets.

PG&E's long term procurement plan assumed the inclusion of the need for baseload resources. This same need was reflected in PG&E's 2005 RPS plan. Because the projects represented by these PPAs are new baseload biomass technologies they contribute to meeting baseload requirements in both of the long term plans.

Contract evaluation consistent with Least-Cost Best Fit (LCBF) decision.

The RPS statute requires the "least cost, best fit" eligible renewable resources to be procured. The LCBF decision directs the utilities to use certain criteria in their bid ranking. It offers guidance regarding the process by which the utility ranks bids in order to select or "shortlist" the bids with which it will commence negotiations. The renewables bid evaluation process focuses on four primary areas:

1. Determination of market value of bid,
2. Calculation of transmission adders and integration costs,
3. Evaluation of portfolio fit, and
4. Consideration of non-price factors.

The reasonableness of each of the Chowchilla and El Nido Agreements was examined using these factors to determine their ultimate impact on utility customers. PG&E submits that each of the Agreements protects the interests of ratepayers while achieving the Commission's goal of increasing procurement from eligible renewable resources.

2. Market Valuation

In its "mark-to-market analysis" the present value of the seller's payment stream is compared with the present value of the product's market value to determine the benefit (positive or negative) from the procurement of the resource, irrespective of PG&E's portfolio. Since the project was not viable at its original

price, PG&E evaluated the contract based on a comparison of its renegotiated price with currently available market information. PG&E evaluated the contract based on the total of the price offered by the seller and indirect costs, such as the costs to the utility transmission system caused by interconnection of the resource to the grid or integration of the generation into the system-wide electrical supply.⁴ The mark-to-market analysis of Global Common's revised offer, in combination with the other RPS protocol criteria, would have placed it on PG&E's 2005 shortlist.

To assess the reasonableness of these contracts, PG&E evaluated each Agreement using the least cost, best fit criteria approved in PG&E's 2004 RPS plan and compared the projects to other short-listed bids. These Agreements are a valuable addition to PG&E's generation mix since they offer firm deliveries from a baseload resource. Based upon their major contract provisions the Agreements are reasonable and offer value for customers as quantified by both the 2004 and 2005 RPS methodology. PG&E concluded that the contract price is reasonable.

3. Portfolio Fit

Portfolio fit considers how well an offer's features match PG&E's portfolio needs. This analysis includes the anticipated transaction costs involved in any energy remarketing (i.e., the bid-ask spread) if the contract adds to PG&E's net long position. Because these deliveries are anticipated in PG&E's service territory at a time when PG&E will be experiencing moderate need for baseload energy, the acceptance of these baseload deliveries should not result in significant remarketing costs.

B. Consistency with Adopted Standard Terms and Conditions.

The Commission set forth standard terms and conditions to be incorporated into RPS agreements in D.04-06-014. Standard Terms and Conditions identified in Appendix A of that decision as "may not be modified" have not been modified, except for removal of the "Seller Termination Right" and "PGC Funding Termination Event" standard term provisions. Both of these non-modifiable terms define the rights of the parties in the event the seller is unable to obtain Supplemental Energy Payments from the California Energy Commission. These terms were removed because neither of the Agreements qualifies for Supplemental Energy Payments.

During the course of negotiations, the parties identified a need to modify some of the modifiable standard terms in order to reach agreement. These terms had all been designated as subject to modification upon request of the seller in Appendix A of D.04-06-014. Thus, even though the Agreements were reached through

⁴ PG&E's RPS Renewable Energy Procurement Plan, June 24, 2004, page (p.)6, lines (II.) 4-18.

bilateral negotiations, they are consistent with the Commission's standard for contracts resulting from the RPS solicitation.

C. Consistency with the Transmission Ranking Cost decision

The RPS statute requires the "least cost, best fit" eligible renewable resources to be procured. Under the RPS program, the potential customer cost to accept energy deliveries from a particular project must be considered when determining a project's value for bid ranking purposes. PG&E's 2004 transmission ranking cost ("TRC") report identified the remaining available transmission capacity and upgrade costs for PG&E substations at which renewable resources are expected to interconnect.

PG&E determined that there was sufficient transmission capacity at the interconnection point for Chowchilla and El Nido and no transmission upgrades were needed for the two projects. Consequently, it was unnecessary to impute an additional transmission-related cost to the consumer prior to evaluation of the proposed contract price.

D. Terms and conditions of delivery

The PPAs are based on the unit firm agreement from the 2004 Solicitation. Each facility will be its own scheduling coordinator. The point of delivery will initially be NP-15; however, the Agreements provide for an alternate point of delivery if the California Independent System Operator's current zonal delivery system is changed from zonal to nodal. No other transmission-related issue required accommodation in the Agreements.

E. Contract Price

The contract price of each PPA is confidential, market sensitive information that has been identified by D.06-06-066 as confidential for three years from the date the contract states that energy deliveries begin, or until one year following expiration, whichever comes first.

F. Qualitative factors

PG&E considered qualitative factors as required by D.04-07-029. The projects did not claim any specific contributions to qualitative factors.

G. Project Milestones

Each Agreement identifies the construction start date and the commercial operation date of the applicable facility as guaranteed project milestones. Based upon the developers' request for confidential treatment of commercial information, PG&E cannot publicly disclose the milestone information. However,

the project milestones are feasible and indicate that the resource should be delivered no later than the proposed commercial operation date.

H. Project Viability

1. Financeability of resource.

It is PG&E's belief that the projects have a reasonable likelihood of being financed at the newly agreed upon prices. PG&E expects the projects to be completed as required by the Agreements and that they will be available to deliver energy by the guaranteed commercial operation date.

2. Production Tax Credit

The federal production tax credit, as provided in Section 45 of the Internal Revenue Code of 1986, as amended, would substantially benefit both the buyer and the seller under the Agreement.

3. Sponsor's creditworthiness and experience

The developer was required to provide credit-related information as part of its offer to PG&E. PG&E has reviewed this information and is satisfied that Global Common possesses the necessary credit and experience to perform as required by each of the Agreements.

4. Project Status

Chowchilla and El Nido are existing, but non-operating, biomass facilities. Both facilities operated under Qualifying Facilities contracts that were terminated in 1995. The sellers' obligation to meet all milestones is supported by security posted to PG&E consistent with both the 2004 and 2005 RPS protocol.

IV. PRG Feedback

PG&E provided its PRG with reports on the progress of its negotiations with Global Common on several occasions. The first briefing occurred on June 3, 2005, followed by a presentation of the purchase power agreements on June 27, 2005. At that second briefing, PG&E described the process by which it evaluated the Chowchilla and El Nido projects and provided a comparison with shortlisted projects from the 2004 Solicitation. On October 27, 2005, PG&E informed the PRG via e-mail that Global Common had notified PG&E that project financing had fallen through at the original contract price. Subsequently, Global Common's proposed price increase was discussed at the January 12, 2006 PRG meeting.

The PRG members have expressed general approval with the way PG&E has conducted the negotiations with Global Common and with the resulting PPAs. None of the PRG members objected to the Agreements.

V. Supplemental Energy Payments

Because each of the Chowchilla and the El Nido Agreements is the result of bilateral negotiations rather than part of a competitive solicitation Global Common will not be eligible for SEPs with respect to either project. If the contracts are approved by the Commission, bundled ratepayers will have to pay all costs, including any cost above the MPR.

VI. Request for Commission Approval

The continued effectiveness of the Agreements is conditioned on the occurrence of "CPUC Approval," as that term is defined in each of the Agreements. Time is of the essence in the Commission's consideration and approval of this advice letter.

In D.04-12-048, the Commission recognized that long term renewable Agreements are undertaken by utilities such as PG&E as part of their obligation to procure resources sufficient to meet the state's reliability goals.⁵ The Commission considered the equities at stake in the event customers were to leave utility service and the cost of procuring reliable power supply, including renewables, for departing load were imposed on remaining customers. It concluded that, "The threshold policy issue underlying cost responsibility surcharges is to ensure that remaining bundled ratepayers remain indifferent to stranded costs left by the departing customers."⁶ It held that, "The utilities should be allowed to recover the net uneconomic costs of these commitments."⁷ "... from all customers, which may require the application of additional cost responsibility surcharges or other non-bypassable surcharges."⁸ For this reason, the cost of procurement under these Agreements should be eligible for recovery through a non-bypassable charge over the life of the contracts.

Therefore, PG&E requests that the Commission issue a resolution no later than November 30, 2006 that:

⁵ "Commission has now made the utilities responsible for ensuring local reliability, accelerated the resource adequacy requirement from 2008 to 2006, and adopted RPS target goals resulting in the solicitation of new renewable energy sources by the utilities. These initiatives, combined with the existing overhang of utility retained generation and long-term DWR contracts significantly limit the flexibility that the utilities have to quickly adjust their resource portfolios. All of these resource additions benefit all existing customers by improving reliability and promoting renewable energy development." (D.04-12-048 at 51.)

⁶ (Id., finding of fact 28.)

⁷ (Id., finding of fact 37.)

⁸ (Id. finding of fact 33.)

1. Approves the Agreements in their entirety, including payments to be made by PG&E, subject to CPUC review of PG&E's administration of the Agreement.
2. Finds that any procurement pursuant to these Agreements are procurement from eligible renewable energy resources for purposes of determining PG&E's compliance with any obligation that it may have to procure eligible renewable energy resources pursuant to the California Renewables Portfolio Standard (Public Utilities Code Section 399.11 et seq.), D.03-06-071, or other applicable law;
3. Finds that any procurement pursuant to these Agreements constitutes incremental procurement or procurement for baseline replenishment by PG&E from an eligible renewable energy resource for purposes of determining PG&E's compliance with any obligation to increase its total procurement of eligible renewable energy resources that it may have pursuant to the California Renewables Portfolio Standard, D.03-06-071, or other applicable law;
4. Finds that payments made under the Agreements and any indirect costs identified in Section 399.15(a)(2) incurred for procurement under the Agreements shall be recovered in rates.
5. Finds that the cost of the contract between PG&E and developer are reasonable and in the public interest, and that approved payments are fully recoverable over the life of the project through a non-bypassable charge consistent with the provisions of D.04-12-048

Protests

Anyone wishing to protest this filing may do so by sending a letter by August 17, 2006 which is **20** days from the date of this filing. The protest must state the grounds upon which it is based, including such items as financial and service impact, and should be submitted expeditiously. Protests should be mailed to:

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

Facsimile: (415) 703-2200

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

Copies should also be mailed to the attention of the Director, Energy Division, Room 4005 and Jerry Royer, Energy Division, 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.

Pacific Gas and Electric Company
Attention: Brian 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 become effective on **November 30, 2006**.

Notice:

In accordance with General Order 96-A, Section III, Paragraph G, a copy of this advice letter excluding the confidential appendices is being sent electronically and via U.S. mail to parties shown on the attached list and the service list for R.01-10-024 and R.06-05-027. Non-market participants who are members of PG&E's Procurement Review Group and have signed appropriate Non-Disclosure Certificates will also receive the advice letter and accompanying confidential attachments by overnight mail. Address changes should be directed to Rose De La Torre (415) 973-4716. Advice letter filings can also be accessed electronically at:

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



Vice President - Regulatory Relations

cc: Service List R.06-05-027
Service List R.01-10-024
Paul Douglas -- Energy Division

Attachments

Limited Access to Confidential Material:

PG&E has submitted the Appendices A and B to the Energy Division staff as confidential utility information pursuant to Section 583 of the Public Utilities Code and has filed a motion to protect the confidentiality of the material pursuant to D.06-06-066, ordering paragraph 2. The material in Appendices A is an RPS contract which is protected from public disclosure by item VII.(G) in Appendix I of D.06-06-066. The material in Appendix B consists of PG&E's analysis of the terms of the PPAs and is entitled to confidentiality protection pursuant to item VII, "Score sheets, etc." in Appendix I. Access to the appendices will be subject to the final form of Protective Order authorized by the assigned Administrative Law Judge pursuant to D.06-06-066, ordering paragraph 14. In the meantime, PG&E will continue to rely upon the terms of the May 20, 2003 Protective Order in R.01-10-024 Regarding Confidentiality of Pacific Gas and Electric Company (PG&E) Power Procurement Information. Under the 2003 order, reviewing representatives of Market Participating Parties will not be granted access to Protected Material, but will instead be limited to reviewing redacted versions of documents that contain Protected Material.

Confidential Attachments:

- | | |
|-------------------|----------------------------------|
| Appendix A | Power Purchase Agreements |
| Appendix B | Contract Analysis |

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 U39M

Utility type:

ELC

GAS

PLC

HEAT

WATER

Contact Person: David Poster

Phone #: (415) 973-1082

E-mail: dxpu@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) #: 2865-E

Subject of AL: Contract for Procurement of Renewable Energy Resources Resulting from Power Purchase Agreements Between Global Common, LLC and PG&E

Keywords (choose from CPUC listing): RPS Procurement

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:

Resolution Required? Yes No

Requested effective date: **11-30-2006**

No. of tariff sheets: 0

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:

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

CPUC, Energy Division

Attention: Tariff Unit

505 Van Ness Ave.,

San Francisco, CA 94102

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

Utility Info (including e-mail)

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

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