March 11, 2015

Pacific Gas and Electric Company
Attention: Meredith Allen
Senior Director, Regulatory Relations
77 Beale Street, Mail Code B10C
San Francisco, CA 94177

SUBJECT: Second Advice Letter in Compliance with Ordering Paragraph 29 of 2015 Energy Efficiency Decision 14-10-046

Dear Ms. Allen:

Advice Letter 3561-G/4584-E is effective as of February 10, 2015.

Sincerely,

Edward Randolph
Director, Energy Division
February 10, 2015

Advice 3561-G/4584-E  
(Pacific Gas and Electric Company ID U 39 M)

Public Utilities Commission of the State of California


Purpose

This advice letter (AL) completes compliance with Ordering Paragraph (OP) 29 of Decision (D.) 14-10-046 (EE Decision), confirming that PG&E has entered into a contract with Marin Clean Energy (MCE) to provide funding for gas energy efficiency measures in MCE’s EE portfolio. OP 29 ordered PG&E to file a Tier 1 AL confirming it has entered into contracts or amended contracts with the Bay Area Regional Energy Network (BayREN) and MCE. PG&E filed AL 3553-G/4566-E on January 21, 2015, confirming the contract extension with the BayREN.

Marin Clean Energy Contract

The EE Decision, OP 29, required PG&E to file a Tier 1 AL no later than January 21, 2015, to confirm it had entered into contracts with the BayREN and MCE for energy efficiency program funding. As noted in AL 3553-G/4566-E, PG&E was granted an extension by the Commission's Executive Director to complete the execution of the MCE contract one week after Energy Division's disposition of MCE's December 1, 2014, advice letter (MCE-007-CCA) identifying 2013-2014 unspent funds to offset MCE’s 2015 funding.¹

Energy Division approved MCE-007-CCA on February 2, 2015. PG&E executed the contract with MCE on February 5, 2015, within one week of Energy Division's disposition of MCE’s AL, thus completing PG&E’s compliance with OP 26. A copy of the MCE contract is provided here as Attachment 1.

¹ After PG&E requested the extension of time to comply with OP 26 (requiring PG&E to enter into contract with MCE), MCE filed AL MCE-008-CCA on December 15, 2014, requesting additional use of its 2013-2014 unspent energy efficiency funds. This AL was suspended and has not been addressed.
**Protests**

Anyone wishing to protest this filing may do so by letter sent via U.S. mail, facsimile or E-mail, no later than March 2, 2015 which is 20 days after the date of this filing. Protests must be submitted to:

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

Facsimile: (415) 703-2200  
E-mail: EDTariffUnit@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 shall also be sent to PG&E either via E-mail or U.S. mail (and by facsimile, if possible) at the address shown below on the same date it is mailed or delivered to the Commission:

Meredith Allen  
Senior Director, 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

Any person (including individuals, groups, or organizations) may protest or respond to an advice letter (General Order 96-B, Section 7.4). The protest shall contain the following information: specification of the advice letter protested; grounds for the protest; supporting factual information or legal argument; name, telephone number, postal address, and (where appropriate) e-mail address of the protestant; and statement that the protest was sent to the utility no later than the day on which the protest was submitted to the reviewing Industry Division (General Order 96-B, Section 3.11).

**Effective Date**

PG&E requests that this Tier 1 advice filing be approved effective today, February 10, 2015.
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 R.13-11-005. Address changes to the General Order 96-B service list should be directed to PG&E at email address PGETariffs@pge.com. For changes to any other service list, please contact the Commission’s Process Office at (415) 703-2021 or at Process_Office@cpuc.ca.gov. Send all electronic approvals to PGETariffs@pge.com. Advice letter filings can also be accessed electronically at: http://www.pge.com/tariffs/.

/S/
Meredith Allen
Senior Director, Regulatory Relations

Attachment

cc: Service List R.13-11-005
Company name/CPUC Utility No. **Pacific Gas and Electric Company (ID U39 M)**

<table>
<thead>
<tr>
<th>Utility type:</th>
<th>Contact Person: Kingsley Cheng</th>
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<tr>
<td>☑ ELC ☑ GAS</td>
<td>Phone #: (415) 973-5265</td>
</tr>
<tr>
<td>☐ PLC ☐ HEAT ☐ WATER</td>
<td>E-mail: <a href="mailto:k2c0@pge.com">k2c0@pge.com</a> and <a href="mailto:PGETariffs@pge.com">PGETariffs@pge.com</a></td>
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</tbody>
</table>

**EXPLANATION OF UTILITY TYPE**

ELC = Electric  GAS = Gas  PLC = Pipeline  HEAT = Heat  WATER = Water

Advice Letter (AL) #: **3561-G/4584-E**  Tier: **1**

Subject of AL: **Second Advice Letter in Compliance with Ordering Paragraph 29 of 2015 Energy Efficiency Decision 14-10-046**

Keywords (choose from CPUC listing): Compliance, Agreements, Energy Efficiency

AL filing type: ☑ Monthly ☐ Quarterly ☐ Annual ☑ One-Time ☐ Other _____________________________

If AL filed in compliance with a Commission order, indicate relevant Decision/Resolution #: **D.14-10-046**

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 AL: ____________________

Is AL requesting confidential treatment? If so, what information is the utility seeking confidential treatment for: **No**

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

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

Resolution Required? ☐ Yes ☑ No

Requested effective date: **February 10, 2015**  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 proposed: **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:

**California Public Utilities Commission**  **Pacific Gas and Electric Company**

**Energy Division**  **Attn: Meredith Allen**

**EDTariffUnit**  **Senior Director, Regulatory Relations**

505 Van Ness Ave., 4th Flr.  **77 Beale Street, Mail Code B10C**

San Francisco, CA 94102  **P.O. Box 770000**

E-mail: EDTariffUnit@cpuc.ca.gov  **San Francisco, CA 94177**

E-mail: PGETariffs@pge.com
Attachment 1

Marin Clean Energy (MCE) Contract
AGREEMENT BETWEEN PACIFIC GAS AND ELECTRIC COMPANY AND MARIN CLEAN ENERGY AUTHORITY FOR FUNDING GAS ENERGY EFFICIENCY MEASURES

This Agreement ("Agreement") is between Pacific Gas and Electric Company ("PG&E") and Marin Clean Energy, a California joint powers authority organized pursuant to Government Code section 6500 et seq. ("MCE"). This Agreement is effective January 1, 2015 ("Effective Date").

WHEREAS:

A. PG&E is one of the largest combination natural gas and electric utilities in the United States. Based in San Francisco, the company is a wholly owned subsidiary of PG&E Corporation. Its operations are regulated by the California Public Utilities Commission ("CPUC") and other regulatory agencies.

B. MCE is a community choice aggregator that provides, inter alia, electric power and energy efficiency programs to customers in its service area.

C. MCE administers energy efficiency programs in its service area using public purpose program funds collected in PG&E's rates.

D. On October 24, 2014, the CPUC issued Decision 14-10-046 ("the Decision") approving energy efficiency program administrators' budgets for 2015 and beyond.

E. In the Decision, the CPUC ordered PG&E to remit to MCE gas public purpose program ("PPP") funds for the gas savings measures in MCE's energy efficiency programs described in MCE's Program Implementation Plan dated July 16, 2012, revised on May 7, 2013 ("PIP"), as may be further revised, beginning in 2015.

F. Ordering Paragraph 26 of the Decision directs PG&E to enter into a contract, no later than December 12, 2014 with MCE for a maximum of $219,000.00 in gas PPP funds per year until 2025 or until modified or superseded by further CPUC direction. This date was later extended by the CPUC Executive Director.

G. MCE and PG&E (each a "Party" and collectively, the "Parties") wish to set forth the obligations and rights of the Parties as described in this Agreement.

AGREEMENT:

1. MAXIMUM CONTRACT AMOUNT

PG&E shall pay to MCE an amount not to exceed $219,000.00 for 2015 for incentive payments and invoiced work as set forth in Paragraph 2 below. Fund shifting within budget categories is allowed consistent with rules set forth in the Energy Efficiency Policy Manual and as directed by Energy Division. This amount may be reduced as instructed by the CPUC and/or the CPUC Energy Division. No amounts shall be disbursed by PG&E to MCE until Energy Division provides instructions to PG&E regarding the amount of its payments to MCE for 2015 and authorizes disbursements under this Agreement.

2. BILLING AND PAYMENT

2.1 BILLING AND PAYMENT FOR WORK: The terms of this Paragraph 2.0 shall apply to expenses and costs for energy efficiency measures with gas saving components.
2.2 INVOICE SUBMITTAL INSTRUCTIONS: MCE shall submit a monthly invoice to Energy Division for approval with a copy to PG&E for payment of compensation and expenses earned in the preceding calendar month for work performed and incentives paid. MCE shall submit a copy of its invoice and supporting documentation to PG&E in accordance with the requirements of this Paragraph, to:

Pacific Gas and Electric Company  
Attn: Eva Chu, Program Manager  
111 Stony Circle  
Santa Rosa, CA 95401  
Electronic mail: ekc4@pge.com

Other contact info:  
707-577-1028 Desk  
707-494-1945 Mobile

2.3 INVOICE DEFICIENCIES: Should PG&E or Energy Division determine that MCE invoice does not meet the invoicing requirements of this Agreement, or if Energy Division determines that billed activities are inconsistent with the PIP; Energy Division or PG&E will notify MCE of the deficiencies or return the invoice to MCE with noted deficiencies. MCE shall provide to PG&E information correcting such deficiencies. For invoices returned to MCE, MCE shall resubmit a corrected invoice.

2.4 PG&E PAYMENT: PG&E will not make payments on invoices until after Energy Division has approved the invoice and provided its approval to PG&E in writing. Payment by PG&E to MCE will be made on net 30 day terms after receipt of written approval from Energy Division of the invoice. PG&E, or MCE may, in good faith, dispute the correctness of any invoice or any adjustment to an invoice, within six (6) months of the date the invoice, or the date an adjustment to an invoice, was rendered. Payment of the undisputed portion of the invoice shall be made when due. Payment of the disputed amount shall not be required until the dispute is resolved. Parties will work to promptly resolve invoice disputes.

2.5 FINAL INVOICE: The final invoice shall be marked “FINAL” and must be received by PG&E within sixty (60) calendar days after completion of the work, if Energy Division has approved the invoice. PG&E will not be liable for payment of any late invoices that are received by PG&E beyond the 60 days.

2.6 MONTHLY INVOICE: MCE shall submit a monthly invoice to the Commission and PG&E, in form and content acceptable to Commission Staff and PG&E, for compensation earned and reimbursable expenses incurred in the preceding calendar month. Amounts requested in each invoice shall be broken down in the following cost categories: (1) administration fees, (2) marketing and (3) incentives.

2.7 EXPENSES AND COSTS: All reimbursable expenses and costs shall be invoiced. Overhead costs will not be reimbursed as expenses.

2.8 SUPPORTING DOCUMENTATION: For each expense item over $100, supporting data and documentation shall be furnished with the invoice. Copies of detailed expense reports to support travel costs shall be attached to the invoice. Although travel receipts need not be attached, they shall be retained for the term of the audit period.
3. COMBUSTION SAFETY APPLIANCE TESTING

MCE will perform Combustion Appliance Safety ("CAS") testing consistent with approved protocols in the CPUC approved MCE Program Implementation Plan.

4. MCE’S WARRANTIES

MCE and its authorized agents represent and warrant that:

4.1 MCE has full power, right and authority to execute this Agreement and to perform its obligations hereunder, and the execution of this Agreement has been duly and validly approved through all requisite actions on its part.

4.2 MCE holds and requires contractors to hold (and throughout the Term will hold and require) all necessary permits, approvals and licenses required for MCE in implementing its PIP to achieve gas savings. MCE will issue no rebate or incentive until permit compliance has been confirmed, where applicable.

4.3 MCE will only provide rebates or incentives if the recipient of the rebate or incentive certifies that the improvement or installation has complied with any applicable permitting requirements and, if a contractor performed the installation or improvement, that the contractor holds the appropriate license for the work performed. In the event of Replacement of Heating, Ventilation and Air Conditioning Units ("HVAC") projects, MCE will not provide rebates or incentives until MCE receives (i) a contractor certification with reference to the permit number for the relevant HVAC work and/or (ii) copies of the permit for the relevant HVAC work.

4.4 MCE will implement this Agreement consistent with and in conformance to its approved PIP, as may be amended from time to time, based on written approval of the CPUC or Energy Division.

4.5 MCE will conduct all work under this Agreement in conformance with all applicable Federal, State, CPUC and local statutes, regulations and administrative decisions, rulings and guidelines. MCE acknowledges that PG&E enters into this Agreement in reliance on MCE’s representations and warranties.

5. PG&E’S WARRANTIES

PG&E and its authorized agents represent and warrant that PG&E has full power, right and authority to execute this Agreement and to perform its obligations hereunder, and the execution of this Agreement has been duly and validly approved through all requisite actions on its part.

6. DISPUTE RESOLUTION

6.1 The Parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiations between a director of PG&E or his or her designated representative and an executive of similar authority of MCE. Either Party may give the other Party written notice of any dispute. Within twenty (20) days after delivery of said notice, the executives shall meet at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary to exchange information and to attempt to resolve the dispute. If the matter has not been resolved within thirty (30) days of the first meeting, either Party may initiate a mediation of the controversy.
6.2 CONFIDENTIALITY: All negotiations and any mediation conducted pursuant to this clause are confidential and shall be treated as compromise and settlement negotiations, to which Section 1119 of the California Evidence Code shall apply, and Section 1119 is incorporated herein by reference.

7. TERM AND TERMINATION

7.1 The term of this Agreement ("Term") will commence January 1, 2015 and will continue until December 31, 2015 unless otherwise terminated pursuant to this Paragraph 6. This Agreement will be extended annually by the execution of a change order each year until 2025 or as otherwise directed by the CPUC. The change order shall be executed after Energy Division instructs PG&E on the amount of MCE's funding for the following year, consistent with the Decision.

7.2 PG&E has the right to terminate the agreement without CPUC approval in any case of MCE’s commission of any material act of dishonesty or fraud under this Agreement or PG&E has become aware of a public safety issue arising out of or related to MCE’s administration of this Agreement.

8. DELIVERY AND RETENTION OF RECORDS

To the extent PG&E or the CPUC does not otherwise specifically request delivery of records or results, MCE agrees to retain all records of work performed and results of work performed under this Agreement for a period of not less than three (3) years from the date the work or invoice is accepted by the CPUC.

9. INDEMNITIES

MCE shall indemnify, hold harmless and defend the CPUC, PG&E, its affiliates, subsidiaries, parent company, officers, managers, directors, agents, and employees, from and against all claims, demands, losses, damages, costs, expenses, and liabilities (legal, contractual, or otherwise), which arise from the negligence or other wrongful conduct of MCE in performing this Agreement or the energy efficiency programs being funded hereunder. This indemnity shall not apply to the sole negligence or willful misconduct of the CPUC or PG&E, or their officers, managers, agents or employees. Each Party was represented by legal counsel in the negotiation and execution of this Agreement.

9.1 INDEMNITY DEFINITIONS

(a) "Claim" means any claim, demand, action, proceeding or investigation made or commenced against a Party to this Agreement by an unaffiliated third party or governmental agency arising from this Agreement or any of the energy efficiency programs funded under this Agreement.

(b) "Indemnitee" means a person who is indemnified pursuant to this Section.

(c) "Losses" means any and all losses, liabilities and damages suffered or incurred by an Indemnitee as a result of or in connection with a Claim, including any amounts paid or incurred in settlement of the Claim, and including the costs of defending and/or settling the Claim and associated legal costs.
10. LIMITATION OF LIABILITY AND FORCE MAJEURE

10.1 Except as provided in Section 10.3 below, each Party's total liability to the other Party under or in connection with this Agreement, whether in contract or in tort (including breach of warranty, negligence and strict liability in tort), will be limited to the total amounts paid per year under this Agreement.

10.2 Except as provided in Section 10.3 below, in no event will either Party be liable to the other for any lost profits, loss of business or other consequential, special or indirect damages, even if it has been advised of the possibility of such damages.

10.3 The limitations of liability set forth in Section 10.1 will not apply with respect to any of the following: (i) Damages attributable to the intentional torts or gross negligence of a Party; or (ii) Claims that are the subject of indemnification pursuant to the Indemnity Provisions; (iii) Claims made by third parties against PG&E related to MCE's administration and implementation of this Agreement.

10.4 FORCE MAJEURE. Neither Party shall be in default in the performance of its obligations under this Agreement to the extent that such performance is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of that Party, provided that Party notifies the other promptly of its inability to perform and the circumstances preventing or delaying performance, and uses commercially reasonable efforts to re-commence performance as soon as is reasonably practicable.

10.5 MCE is organized as a Joint Powers Authority in accordance with the Joint Exercise of Powers Act of the State of California (Government Code Section 6500 et seq.) pursuant to a Joint Powers Agreement and is a public entity separate from its constituent members. MCE shall solely be responsible for all debts, obligations and liabilities accruing and arising out of this Agreement. PG&E shall have no rights and shall not make any claims, take any actions or assert any remedies against any of MCE's constituent members in connection with this Agreement.

11. MISCELLANEOUS

11.1 GOVERNING LAW AND JURISDICTION: This Agreement and performance under it will be governed by and construed in accordance with the substantive Laws of the State of California and the United States of America without regard to choice of Law principles. The Parties consent to the exclusive jurisdiction of, and venue in, the Superior Court of the State of California, San Francisco County for all litigation which may be brought with respect to the terms of, and the transactions and relationships contemplated by, this Agreement.

11.2 WAIVER: No waiver will be effective unless in writing signed by an authorized representative of the Party against which enforcement of the waiver is sought. Neither the failure of either Party to exercise any right of termination, nor the waiver of any default will constitute a waiver of the rights granted in this Agreement with respect to any subsequent or other default.

11.3 INDEPENDENT CONTRACTOR: In assuming and performing the obligations of this Agreement, MCE is an independent contractor and shall not be eligible for any benefits which PG&E may provide its employees, except as expressly provided for in this Agreement. All persons, if any, hired by MCE shall be employees or contractors of MCE and shall not be construed as employees or agents of PG&E in any respect.
11.4 OTHER CONTRACTS: Nothing in this Agreement shall create any contractual relations between MCE’s contractors and PG&E.

11.5 ASSIGNMENT: Neither Party may assign any of its rights, voluntarily or involuntarily, whether by operation of law or any other manner, or delegate any performance under this Agreement, without the prior written consent by CPUC decision, ruling or resolution. Any purported assignment or delegation of performance in violation of this provision is void. Subject to the foregoing, this Agreement is binding upon and shall inure to the benefit of the successors and assigns of the parties.

11.6 CPUC AUTHORITY TO MODIFY/REGULATORY REVIEW: This Agreement shall at all times be subject to changes or modifications by the CPUC. The CPUC may from time to time issue a directive relating to or affecting any aspect of this Agreement.

11.7 NOTICES: All formal notices, requests, demands, approvals and communications under this Agreement (other than routine operational communications) (collectively, “Notices”) will be in writing and may be served either (i) in person or (ii) by registered or certified mail or air freight services that provide proof of delivery, with postage or shipping fees prepaid, and addressed to the Party to be served as follows:

In the case of PG&E:

If hand delivered:
Law Department
Pacific Gas and Electric Company
Attn: Energy Efficiency Attorney
77 Beale Street, B30A
San Francisco, CA 94105

If by U.S. Mail:
P.O. Box 7442, B30A
San Francisco, California 94120

With a copy to:
Pacific Gas and Electric Company
Attn: Eva Chu
111 Stony Circle
Santa Rosa, CA 95401-9599

In the case of MCE:

Marin Clean Energy
781 Lincoln Ave, Suite 320
San Rafael, CA 94901

Attn: Elizabeth Kelly, Legal Director
Fax: 415-459-8095

Marin Clean Energy
781 Lincoln Ave, Suite 320
San Rafael, CA 94901

Attn: Beckie Menten, Energy
Efficiency Director
Fax: 415-459-8095

(a) Notices given as described above will be considered received on the day of actual delivery.
(b) A Party may from time to time change its address or designee for notification purposes by giving the other Party prior written notice of the new address or designee in the manner provided above and the date on which it will become effective.

11.8 COUNTERPARTS: This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original, but all of which will together constitute one and the same agreement.

11.9 SEVERABILITY: If any provision of this Agreement is held invalid by a court with jurisdiction over the Parties to this Agreement, such provision will be deemed to be restated to reflect as nearly as possible the original intentions of the Parties in accordance with applicable law, and the remainder of this Agreement will remain in full force and effect.

11.10 SURVIVAL: Any provision of this Agreement that contemplates or governs performance or observance subsequent to termination or expiration of this Agreement will survive the expiration or termination of this Agreement for any reason.

11.11 ENTIRE AGREEMENT; AMENDMENTS: This Agreement constitutes the entire agreement between the Parties with respect to its subject matter and merges, integrates and supersedes all prior and contemporaneous agreements and understandings between the Parties, whether written or oral, concerning its subject matter. No modification or amendment to this Agreement will be effective unless it is expressly set forth in writing and duly executed by the Parties.

Intending to be legally bound, each of the undersigned Parties has caused its duly authorized representative to execute this Agreement on the date set forth below.

**Pacific Gas and Electric Company**

By: 

Printed: 

Title: 

Date: February 5, 2015

**Marin Clean Energy**

By: 

Printed: 

Title: Executive Officer

Date: February 5, 2015
<table>
<thead>
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</table>