

**Brian K. Cherry** Vice President Regulation and Rates Pacific Gas and Electric Company Mailing Address Mail Code B10C P.O. Box 770000 San Francisco. CA 94177

Fax: 415.973.6520

November 30, 2011

#### Advice 3962-E

(Pacific Gas and Electric Company ID U39 E)

Public Utilities Commission of the State of California

Subject: Amendment to Existing Qualifying Facility Power Purchase

Agreement for Procurement of Eligible Renewable Energy Resources Between Collins Pine Company and Pacific Gas and Electric Company

#### I. INTRODUCTION

### A. Purpose

Pacific Gas and Electric Company ("PG&E") seeks the California Public Utilities Commission's ("Commission") approval of an amendment and a letter agreement (collectively the "Amendment") to a Qualifying Facility ("QF") Power Purchase Agreement ("PPA") that PG&E has executed with Collins Pine Company ("Collins Pine"). The PPA is a 30-year Interim Standard Offer 2 ("SO2") contract executed on July 12, 1984. Collins Pine is an existing 12 megawatt ("MW") biomass facility ("Facility") located in Chester, California.

The Amendment replaces the current variable short-run avoided cost ("SRACVAR") energy price term in the PPA with a fixed price in exchange for other beneficial terms and conditions. Biomass facilities, such as Collins Pine, have cost exposures very different from fossil-fuel based QFs. SRACVAR pricing protects QFs using natural gas fuel against fluctuations in gas market prices, but some renewable QFs with little or no exposure to gas prices wish to avoid the price fluctuations inherent in SRACVAR pricing. The Amendment's fixed energy price provides Collins Pine with price stability and revenue certainty, which should encourage continued production of Renewables Portfolio Standard ("RPS")-eligible energy for the remainder of the PPA term. It also provides PG&E's customers with greater price certainty and less volatility than fossilfuel based pricing.

The Amendment will be effective upon receipt of Commission approval and satisfaction or waiver of other Conditions Precedent. The Amendment will terminate on May 12, 2016 (which is the expiration date of the existing PPA) and thus has a term of less than five years. Therefore, the Amendment may be approved through the advice letter process according to Decision ("D") 06-12-009.

The Commission's standards for reviewing QF contract amendments and modifications were discussed in D.99-02-085.<sup>2</sup> In general, the Commission examines a QF contract amendment or modification to determine if there are customer benefits that result from the amendment or modification.<sup>3</sup> For the reasons described below and in Confidential Appendix B, the Amendment provides customer benefits and thus should be approved by the Commission. PG&E therefore submits the Amendment for Commission approval to establish the reasonableness of its terms and for authorization to recover its payments and any other costs incurred under the Amendment through its Energy Resource Recovery Account ("ERRA").

### B. Subject of the Advice Letter

Collins Pine has delivered electricity generated by the Facility under the PPA since the Facility began operations and started delivering energy in 1984. The Facility burns biomass for its fuel. The continued operation of biomass-fueled facilities minimizes open burning or decomposition of the wood waste used for fuel, which would generate higher levels of greenhouse gas emissions and other air borne pollutants if not consumed as fuel, and in some instances results in the diversion of wood waste from landfills.

Collins Pine receives payments for energy and capacity under the existing PPA. Until August 2011, Collins Pine was receiving a fixed energy price under a PPA amendment that resulted from a 2006 settlement between PG&E and the Independent Energy Producers Association ("IEP Amendment").<sup>4</sup> Under the terms of the settlement, when the IEP Amendment's fixed price period expired in August 2011, the price for energy reverted to SRACVAR. SRACVAR is the Variable Energy Price pursuant to the IEP Settlement adopted by the Commission in D.06-07-032, which is calculated as Heat

-

<sup>&</sup>lt;sup>1</sup> See D.06-12-009 at 7.

<sup>&</sup>lt;sup>2</sup> See D.99-02-085, 85 CPUC2d 158, 167 (1999).

<sup>&</sup>lt;sup>3</sup> In earlier decisions, the Commission referred to "commensurate" benefits. In other decisions, the Commission referred to customer indifference. *Id.*, at pp. 166-167 (describing Commission decisions and different descriptions of customer benefit standards).

<sup>&</sup>lt;sup>4</sup> The settlement agreement and associated amendments were approved in 2006 by the Commission in D.06-07-032.

Rate\* Monthly Burner-Tip Gas Price\*TOD factor + Variable Operations and Maintenance adder, and is updated monthly. Firm capacity payments are based on weighting factors used to increase firm capacity payments during the summer season, May through October ("Seasonal Period A"). Approximately 80 percent of the annual firm capacity payment is allocated to the Peak and Partial Peak hours of Seasonal Period A and the remaining 20 percent is allocated to such hours during the winter months November through April ("Seasonal period B"). The Amendment replaces SRACVAR pricing with a fixed energy price. Capacity payments are unchanged by the Amendment.

The fixed energy price under the Amendment eliminates exposure to fluctuating gas market prices that Collins Pine would otherwise face under SRACVAR pricing or under short-run avoided cost ("SRAC") pricing available under the Qualifying Facility and Combined Heat and Power Program Settlement ("QF/CHP Settlement") approved by D.10-12-035. As a result, the Amendment provides price stability for Collins Pine, and corresponding revenue certainty for its procurement of biomass fuel, the price of which is not tied to the price of natural gas. This should encourage the Facility to continue deliveries until the term of the Amendment expires on May 12, 2016, which will provide PG&E's customers with RPS-eligible energy at a reasonable price. The Facility is expected to deliver approximately 34 gigawatt-hours ("GWh") of RPS-eligible power to PG&E each year during the term of the Amendment. The Amendment will also provide customers with greater price certainty and less volatility than the otherwise applicable fossil-fuel based SRACVAR and SRAC.

A detailed explanation of the terms of the Amendment is provided in Confidential Appendix B. This includes a discussion of the fixed energy price and other terms and conditions that provide value to PG&E and its customers. Confidential Appendix B also demonstrates that the price and market value of the amended PPA are reasonable by using a net market value ("NMV") comparison of other biomass transactions that have been executed and other alternatives for procurement of RPS-eligible resources.

### C. General Facility Description

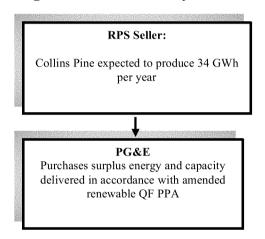
The following table summarizes the primary features of the Facility:

Facility Name	Collins Pine Company	
Technology	Biomass	
Capacity (MW)	12 MW nameplate capacity	
Capacity Factor	Approximately 32 percent	
Expected Generation (GWh/Year)	Approximately 34 GWh/year	
Amendment Effective date	<b>Upon Commission Approval and</b>	
Amendment Effective date	satisfaction or waiver of other	

	Conditions Precedent
Amendment Term (Years)	Expires on May 12, 2016
<b>Location (City and State)</b>	Chester, CA
Control Area (e.g., California Independent	
System Operator ("CAISO"), Bonneville	CAISO
Power Administration ("BPA")	

#### D. General Deal Structure

**Figure 1: PPA Delivery Structure** 



### E. Confidentiality

In support of this Advice Letter, PG&E has provided the confidential information listed under Section III.B, "Request for Confidential Treatment," below. This information includes the Amendment and other information that more specifically describes the rights and obligations of the parties. This information is being submitted in the manner directed by D.08-04-023 and the August 22, 2006, Administrative Law Judge's Ruling Clarifying Interim Procedures for Complying with D.06-06-066 to demonstrate the confidentiality of the material and to invoke the protection of confidential utility information provided under either the terms of the IOU Matrix, Appendix 1 of D.06-06-066 and Appendix C of D.08-04-023, or General Order 66-C. A separate Declaration Seeking Confidential Treatment is being filed concurrently with this Advice Letter.

#### II. CONSISTENCY WITH COMMISSION DECISIONS

### A. Consistency With PG&E's Adopted RPS Procurement Plan

Senate Bill 2 in the First Extraordinary Session of the 2011 Legislative Session ("SB 2 1X") requires load-serving entities ("LSEs") to gradually increase procurement of

renewable resources until such deliveries meet 33 percent of their retail sales. The statute creates a compliance structure that includes both enforceable compliance period targets and unenforceable reasonable progress targets for individual years through 2020. The reasonable progress targets will be used to establish the total enforceable quantities of renewable deliveries that each LSE will need to procure by the end of each compliance period. For instance, while SB 2 1X requires that LSEs procure an average of 20% of retail sales from renewable resources for the first compliance period of January 1, 2011, to December 31, 2013,<sup>5</sup> the Commission has yet to define the reasonable progress targets for the second and third compliance periods (2014-2016 and 2017-2020, respectively). Once the Commission has established the reasonable progress targets for these later compliance periods, LSEs will be able to calculate the percentages of their total sales for each respective period that represents the enforceable compliance period targets.<sup>6</sup>

PG&E's 2011 Renewable Energy Procurement Plan ("2011 RPS Plan") was approved by D.11-04-030 on April 20, 2011. In the 2011 RPS Plan, PG&E indicated that it was "pursuing both short- and long-term contracts to meet [the] statutory goals" set forth in SB 2 1X. The amended PPA provides price stability to Collins Pine, which should encourage continued production of RPS-eligible energy for the remainder of the PPA term. This will help PG&E to maintain its baseline RPS portfolio, which provides a foundation from which PG&E can make progress toward compliance with the 33 percent RPS program. The Amendment therefore meets the needs defined in the 2011 RPS Plan.

PG&E's 2011 RPS Solicitation Protocol requests participants to describe how their projects improve environmental quality, stimulate sustainable economic development, and provide tangible demonstrable benefits to communities with low-income populations. These considerations are based on the policies underlying the RPS statute. Since the Facility is already built and interconnected to the electric grid, it will not pose any of the environmental concerns associated with the construction and interconnection of a new generating facility.

<sup>&</sup>lt;sup>5</sup> Public Utilities Code Section 399.15(b)(2)(B).

<sup>&</sup>lt;sup>6</sup> *Id.* at Section 399.15(b)(2)(C). Administrative Law Judge Simon has issued a proposed decision setting procurement quantity targets for the 33 percent RPS program, which is currently on the agenda for the Commission's December 1, 2011 meeting.

<sup>&</sup>lt;sup>7</sup> PG&E's 2011 RPS Plan, p. 8.

<sup>&</sup>lt;sup>8</sup> PG&E's "RPS 2011 Solicitation Protocol," p. 25, "Other Project Attributes."

<sup>&</sup>lt;sup>9</sup> See Public Utilities Code Section 399.13(a)(7).

#### В. The Commission Has Approved Fixed Energy Pricing for OF Contracts

The Commission has previously found that it is reasonable to pay QFs fixed prices. After the energy crisis of 2001, the Commission adopted an SRAC price that was intended to encourage QFs to resume deliveries. At that time, the Commission found that a proposal to replace the monthly SRAC with a five-year fixed energy price would provide greater incentives to QFs than energy prices that varied each month. The fixed-price structure was also found to provide utility customers greater price certainty and less volatility over the five-year period<sup>10</sup> and to provide the utility with greater predictability of revenue.<sup>11</sup>

The Commission approved a fixed energy price settlement a second time in its proceeding to promote consistency in QF pricing, R. 04-04-025. In that case, PG&E and IEP reached a settlement that included an SRAC price and either fixed or variable pricing. Fixed SRAC pricing for five years was offered to renewable energy generators. Under the settlement, non-fossil fuel QFs were offered a five-year fixed energy price of \$64.50/MWh, escalating at 1% per year. The total settlement package was found to be consistent with Commission standards for the approval of settlement agreements and was approved in D.06-07-032. The Amendment offers a fixed energy price to a renewable QF for a term less than five years, and should likewise be approved.

#### C. The Amendment is Consistent with the QF/CHP Settlement Approved in D. 10-12-035

The terms and conditions of the Amendment are consistent with the QF/CHP Settlement approved in D.10-12-035. A detailed discussion is provided in Confidential Appendix B.

#### **Procurement Review Group Participation** D.

On July 12, 2011, PG&E presented its procurement review group ("PRG") with a description of its existing QF biomass portfolio and strategy for retaining existing QF resources. Further discussion is included in Confidential Appendix B.

#### III. REGULATORY PROCESS

#### A. **Requested Effective Date**

<sup>&</sup>lt;sup>10</sup> D.01-06-015, Conclusion of Law 2.

<sup>&</sup>lt;sup>11</sup> *Id.*, Finding of Fact 5.

PG&E requests that this advice filing be approved on or before April 1, 2012. Commission action by this date will provide Seller with sufficient time to elect an option under the QF/CHP Settlement if the Amendment is not approved. PG&E submits this request as a Tier 3 advice letter.

### **B.** Request for Confidential Treatment

#### **Confidential Attachments:**

In support of this Advice Letter, PG&E provides the following confidential supporting documentation:

- Confidential Appendix A Amendment to Power Purchase Agreement and Letter Agreement
- Confidential Appendix B Contract Amendment Terms and Conditions Explained

### IV. REQUEST FOR COMMISSION APPROVAL

PG&E requests that the Commission issue a resolution no later than April 1, 2012, that:

- 1. Approves the Amendment without modification as just and reasonable; and,
- 2. Determines that all costs associated with the Amendment may be recovered through PG&E's ERRA.

#### **Protests:**

Anyone wishing to protest this filing may do so by sending a letter by **December 20**, **2011**, 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 it should be submitted expeditiously. Protests should be mailed to:

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

Facsimile: (415) 703-2200

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

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

The protest should also 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 K. Cherry Vice President, Regulation and Rates 77 Beale Street, Mail Code B10C P.O. Box 770000 San Francisco, California 94177

Facsimile: (415) 973-6520 E-mail: PGETariffs@pge.com

### **Effective Date:**

PG&E requests that this advice filing be approved on or before April 1, 2012. PG&E submits this request as a Tier 3 advice letter.

#### **Notice:**

In accordance with General Order 96-B, Section IV, 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 lists for R.11-05-005 and R.10-05-006. 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 to the GO 96-B service list and electronic approvals should be directed to e-mail 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. Advice letter filings can also be accessed electronically at: http://www.pge.com/tariffs.

Brian Cherry san

Vice President – Regulation and Rates

cc: Service List for R.11-05-005

Service List for R.10-05-006

Andrew Schwartz – Energy Division

Cem Turhal – Energy Division

Attachments

#### **Limited Access to Confidential Material:**

The portions of this Advice Letter marked Confidential Protected Material are submitted under the confidentiality protections of Sections 583 and 454.5(g) of the Public Utilities Code and General Order 66-C. This material is protected from public disclosure because it consists of, among other items, the Amendment itself, price information, and analysis of the proposed Amendment, which are protected pursuant to D.06-06-066 and D.08-04-023. A separate Declaration Seeking Confidential Treatment regarding the confidential information is filed concurrently herewith. Please see Section III.B above for the list of confidential attachments.

# 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. Pacif	ic Gas and Electric	Company (ID U39 M)				
Utility type:	Contact Person: <u>Jen</u>	Jennifer Dowdell or Greg Backens				
☑ ELC ☑ GAS	Phone #: 415-973-2904 or 415-973-4390					
□ PLC □ HEAT □ WATER	E-mail: jkd5@pge.co	om_or_gab4@pge.com_				
EXPLANATION OF UTILITY T	YPE	(Date Filed/ Received Stamp by CPUC)				
ELC = Electric $GAS = Gas$ $\square$ PLC = Pipeline $HEAT = Heat$	WATER = Water					
Eligible Renewable Ene	Tier: <u>3</u> ty Power Purchase Agreement for Procurement of reen Collins Pine Company and Pacific Gas and					
Electric Company Keywords (choose from CPUC listing): Q	Qualifying Facility, Pro	ocurement				
AL filing type: ☐ Monthly ☐ Quarterly						
		relevant Decision/Resolution #: D.06-12-009				
Does AL replace a withdrawn or rejected	d AL? N/A	,				
If so, identify the prior AL: N/A						
Summarize differences between the AL	and the prior withdra	awn or rejected AL: <u>N/A</u>				
Is AL requesting confidential treatment	? <u>Yes.</u>					
If so, what information is the utility see	king confidential trea	tment for: Please see attached Matrix				
Confidential information will be made a	vailable 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: <u>Hugh Merriam</u> , 415-973-1269						
Resolution Required? ☑ Yes □No						
Requested effective date: <b>April 1, 2012</b> 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						
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		Pacific Gas and Electric Company				
Tariff Files, Room 4005  DMS Branch  505 Van Ness Ave., San Francisco, CA 94102 jnj@cpuc.ca.gov and mas@cpuc.ca.gov	77 Be P.O. I San F	Brian K. Cherry, Vice President, Regulation and Rates cale Street, Mail Code B10C Box 770000 Trancisco, CA 94177 il: PGETariffs@pge.com				

## DECLARATION OF HUGH M. MERRIAM SEEKING CONFIDENTIAL TREATMENT FOR CERTAIN DATA AND INFORMATION CONTAINED IN ADVICE LETTER 3962-E (PACIFIC GAS AND ELECTRIC COMPANY - U 39 E)

#### I, Hugh M. Merriam, declare:

- 1. I am presently employed by Pacific Gas and Electric Company ("PG&E"), and have been an employee at PG&E since 1983. My current title is Manager within PG&E's Energy Procurement organization. In this position, my responsibilities include negotiating new and amended Power Purchase Agreements. In carrying out these responsibilities, I have acquired knowledge of PG&E's contracts with numerous counterparties and have also gained knowledge of the operations of electricity sellers in general. Through this experience, I have become familiar with the type of information that would affect the negotiating positions of electricity sellers with respect to price and other terms, as well as with the type of information that such sellers consider confidential and proprietary.
- 2. Based on my knowledge and experience, and in accordance with Decision ("D.") 08-04-023 and the August 22, 2006 "Administrative Law Judge's Ruling Clarifying Interim Procedures for Complying with Decision 06-06-066," I make this declaration seeking confidential treatment of Appendices A, and B to PG&E's Advice Letter 3962-E submitted on November 30, 2011. By this Advice Letter, PG&E is seeking this Commission's approval of an amendment to its Qualifying Facility Power Purchase Agreement with Collins Pine Company.
- 3. Attached to this declaration is a matrix identifying the data and information for which PG&E is seeking confidential treatment. The matrix specifies that the material PG&E is seeking to protect constitutes the particular type of data and information listed in Appendix 1 of D.06-06-066 and Appendix C of D.08-04-023 (the "IOU Matrix"), and/or constitutes information

that should be protected under General Order 66-C. The matrix also specifies the category or categories in the IOU Matrix to which the data and information corresponds, if applicable, and why confidential protection is justified. Finally, the matrix specifies that: (1) PG&E is complying with the limitations specified in the IOU Matrix for that type of data or information, if applicable; (2) the information is not already public; and (3) the data cannot be aggregated, redacted, summarized or otherwise protected in a way that allows partial disclosure. By this reference, I am incorporating into this declaration all of the explanatory text in the attached matrix that is pertinent to this filing.

I declare under penalty of perjury, under the laws of the State of California, that to the best of my knowledge the foregoing is true and correct. Executed on November 30, 2011 at San Francisco, California.

Hugh M. Merriam

-2-

# PACIFIC GAS AND ELECTRIC COMPANY'S (U 39 E)

Advice Letter 3962-E November 30, 2011

# IDENTIFICATION OF CONFIDENTIAL INFORMATION PER DECISION 06-06-066 AND DECISION 08-04-023

Redaction Reference	1) The material submitted constitutes a particular type of data listed in the Matrix, appended as Appendix 1 to D.06-06-066 (Y/N) ice Letter 3962-	2) Which category or categories in the Matrix the data correspond to:	3) That it is complying with the limitations on confidential ity specified in the Matrix for that type of data (Y/N)	4) That the informa tion is not already public (Y/N)	5) The data cannot be aggregated, redacted, summarized, masked or otherwise protected in a way that allows partial disclosure (Y/N)	PG&E's Justification for Confidential Treatment	Length of Time
Appendix A – Amendment and Letter Agreement	Y	Item VII B) Contracts and power purchase agreements between utilities and non- affiliated third parties; General Order ("GO") 66-C.	Y	Y	Y	This Appendix contains the amendment and the letter agreement (together, the "Amendment"). Disclosure of the Amendment would provide valuable market sensitive information to competitors. Individual contract information, is protected from disclosure by Item VII B) in the IOU Matrix. In addition, the Amendment is subject to a confidentiality agreement between the parties which prohibits either party from making an unauthorized disclosure of the information within the Amendment. The Amendment cannot be aggregated, redacted, summarized, masked or otherwise protected to allow partial public disclosure without violating the non-disclosure agreement. PG&E has already summarized the terms of the Amendment in more general terms in the body of the Advice Letter.	For information covered under Item VII B), remain confidential for three years.  For information covered by General Order 66-C, remain confidential indefinitely.
Appendix B - Contract Amendment Terms and Conditions Explained	Y	Item V C) LSE Total Energy Forecast Bundled Customer (MWh).	Y	Y	Y	This Appendix describes the Amendment terms, analyzes the effect of the Amendment on the terms of the existing Power Purchase Agreement ("PPA"). Disclosure of this information would provide valuable market sensitive information to competitors. Individual contract information is protected from disclosure by Item VII B) in the IOU Matrix. Disclosure	For information covered under Items V C), VI B), VII B), VII F), VII G), and VII (un-

1	7	Т		
			would inhibit generators from providing PG&E with the	numbered
	Item VI B)		information the Commission needs for its reasonableness	category
	Utility Bundled		review and hamper negotiations between PG&E and the	following VII
	Net Open (Long		seller.	G)), remain
	or Short)			confidential for
	Position for		The Amendment is subject to a confidentiality agreement	three years.
	Energy (MWh).		between the parties which prohibits either party from making	
			an unauthorized disclosure of the information within the	For information
	Item VII B)		Amendment. The description of the Amendment in the	covered under
	Contracts and		Appendix consists only of information that is commercially	Item VIII A)
	power purchase		sensitive and limited information from the public advice letter	remain
	agreements		which is necessary to provide a logical context for the	confidential until
	between utilities		confidential information.	after final
	and non-			contracts
	affiliated third			submitted to
	parties.			CPUC for
	parties.			approval.
	Item VII G)			аррточат.
	Renewable			For information
	Resource			covered under
	Contracts under			Item VIII B),
	RPS program -			remain
	Contracts			confidential for
	without SEPs.			three years after
	without SEFS.			
	Item VII – Score			winning bidders
				selected.
	sheets, analyses,			Fan in Commention
	evaluation of			For information
	proposed RPS			covered by
	projects			General Order
	00.66			66-C, remain
	GO 66-C			confidential
				indefinitely.

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

AT&T

Alcantar & Kahl LLP

Ameresco

Anderson & Poole

Arizona Public Service Company

**BART** 

Barkovich & Yap, Inc. Bartle Wells Associates

Bloomberg

Bloomberg New Energy Finance

**Boston Properties** 

Braun Blaising McLaughlin, P.C.

Brookfield Renewable Power CA Bldg Industry Association

CLECA Law Office CSC Energy Services

California Cotton Ginners & Growers Assn

California Energy Commission

California League of Food Processors California Public Utilities Commission

Calpine

Cardinal Cogen Casner, Steve Chris, King City of Palo Alto

City of Palo Alto Utilities

City of San Jose City of Santa Rosa Clean Energy Fuels

Coast Economic Consulting

Commercial Energy

Consumer Federation of California

Crossborder Energy

Davis Wright Tremaine LLP

Day Carter Murphy

Defense Energy Support Center

Department of Water Resources

Dept of General Services Douglass & Liddell Downey & Brand Duke Energy

Economic Sciences Corporation Ellison Schneider & Harris LLP

Foster Farms

G. A. Krause & Assoc. GLJ Publications GenOn Energy, Inc.

Goodin, MacBride, Squeri, Schlotz &

Ritchie

Green Power Institute Hanna & Morton

Hitachi

In House Energy

International Power Technology
Intestate Gas Services, Inc.
Lawrence Berkeley National Lab
Los Angeles Dept of Water & Power
Luce, Forward, Hamilton & Scripps LLP

MAC Lighting Consulting

MBMC, Inc.

MRW & Associates Manatt Phelps Phillips McKenzie & Associates Merced Irrigation District Modesto Irrigation District

Morgan Stanley Morrison & Foerster NLine Energy, Inc.

NRG West NaturEner

**Navigant Consulting** 

Norris & Wong Associates North America Power Partners North Coast SolarResources

Northern California Power Association Occidental Energy Marketing, Inc.

OnGrid Solar

Praxair

R. W. Beck & Associates

RCS, Inc.

Recurrent Energy SCD Energy Solutions

SCE SMUD SPURR

San Francisco Public Utilities Commission

Seattle City Light Sempra Utilities

Sierra Pacific Power Company

Silicon Valley Power Silo Energy LLC

Southern California Edison Company

Spark Energy, L.P. Sun Light & Power Sunshine Design

Sutherland, Asbill & Brennan Tabors Caramanis & Associates

Tecogen, Inc.

Tiger Natural Gas, Inc.

TransCanada

Turlock Irrigation District

United Cogen

**Utility Cost Management** 

**Utility Specialists** 

Verizon

Wellhead Electric Company
Western Manufactured Housing
Communities Association (WMA)

eMeter Corporation