



December 15, 2011

Advice Letter No. 261-E

(U 913 E)

California Public Utilities Commission

Attention: Energy Division
 Advice Letter Filings Room 4005

In compliance with Commission Resolution E-4442, Golden State Water Company ("GSWC") hereby transmits for filing an original and four conformed copies of the following tariff sheets applicable to its Bear Valley Electric Service ("BVES") division:

<u>CPUC Sheet No.</u>	<u>Title of Sheet</u>	<u>Canceling CPUC Sheet No.</u>
Revised No. 1963-E	Schedule No. RET Water Agency Renewables Energy Service Page 1	Original No. 1732-E*
Revised No. 1964-E	Schedule No. RET Water Agency Renewables Energy Service Page 2	Original No. 1733-E*
Revised No. 1965-E	Schedule No. RET Water Agency Renewable Energy Service Page 3	Original No. 1734-E*
Revised No. 1966-E	Form No. 27 Renewable and Alternative Power-Public Water and Wastewater Agency Agreement	Original No. 1735-E*
Revised No. 1967-E	Table of Contents Page 2 of 2	Revised No. 1942-E
Revised No. 1968-E	Table of Contents Page 1 of 2	Revised No. 1962-E

SUBJECT: Modifications to the Tariffs and Standard Contracts for the Purchase of Eligible Renewable Generation from Public Water and Wastewater Facilities and Small Renewable Generators.

PURPOSE

As directed in the December 1, 2011, Commission Resolution E-4442, BVES modifies its Schedule No. RET ("Renewable Energy Tariff") and Form No.27, Renewable and Alternative Power-Public Water and Wastewater Agency Agreement., Appendix G ("Agreement") to include in both documents the adopted 2011 Market Price Referent (MPR) for the purchase of all energy produced by an eligible renewable generation facility.

BACKGROUND

Assembly Bill ("AB") 1969 approved on September 29, 2006, adds Section 399.20 to the Public Utilities ("PU") Code, which requires all electrical corporations to file with the California Public Utilities Commission ("Commission") a standard tariff to provide for payment for every kilowatt-hour of renewable energy output produced at an electric generation facility at the market price as determined by the Commission pursuant to PU Code Section 399.15 for a period of 10, 15 or 20 years.

For purposes of Section 399.20, the electric generation facility eligible for service on the new tariff must be an eligible renewable energy resource owned and operated by a public water or wastewater agency that is a retail customer of BVES, interconnected and operated in parallel with BVES' distribution system and be sized to offset part or all of the electricity demand of the public agency.

Decision ("D") 07-07-027 ordered that the new tariff and agreement are to be made available upon request on a first-come-first-served basis to eligible facilities with an effective capacity of not more than 1.0 megawatt until BVES' contracted capacity reaches its proportionate share of the statewide 500 MW limit. The allocation will be based on the ratio of BVES' coincident demand to the total statewide peak demand of all electrical corporations.

Pursuant to D.07-07-027, BVES filed Advice Letter 219-E on August 13, 2007 to establish the new tariff Schedule No. RET applicable to eligible renewable energy resources owned and operated by a Public Water and Wastewater Agencies that are retail customers of BVES, interconnected and operated in parallel with BVES' distribution system and be sized to offset part or all of the electricity demand of the public agency. Advice Letter 219-E also proposed to establish a new Agreement (Form 27) to implement the tariff for qualified renewable facilities. On July 30, 2008, BVES filed Supplemental Advice Letter 219-EA to modify the language in Appendix of the

Agreement to bring it in conformance with D.07-07-027. However, as noted by Commission staff, Advice Letter 219-EA did not address the directives of Resolution E-4137.

In December 2009, Commission staff directs BVES to withdraw Advice Letters 219-E and 219-EA, and to submit updated Schedule No. RET and Agreement within 5 days of Commission's approval of Resolution E-4298. The updated documents must modify the language associated with the Agreement standard terms and conditions as required by D.08-04-009, remove any references to a size limitation beyond the 1 MW limit set by D.07-07-027, and add the adopted 2009 MPR for short term and long term renewable energy contracts. In December 29, 2009, BVES filed Advice Letter 236-EA to modify Advice Letter 236-E as a result of the Commission staff review. Advice letter 236-EA modifies the language in Appendix C of the Agreement to include the required "Change in Law" provision of the Standard Term and Conditions (STC) 6 – Eligibility, as ordered in D.08-04-099.

No cost information is required for this advice filing.

This advice letter filing will not increase any rate or charge, cause the withdrawal of service, or conflict with any other schedule or rule.

TIER DESIGNATION

Pursuant to Resolution E-4442, this advice letter is submitted with a Tier 1 designation.

EFFECTIVE DATE

BVES respectfully requests approval of this advice letter to become effective on January 3, 2012

NOTICE AND PROTESTS

A protest is a document objecting to the granting in whole or in part of the authority sought in this advice letter.

A response is a document that does not object to the authority sought, but nevertheless presents information that the party tendering the response believes would be useful to the CPUC in acting on the request.

A protest must be mailed within 20 days of the date the CPUC accepts the advice letter for filing. The Calendar is available on the CPUC's website at www.cpuc.ca.gov.

A protest must state the facts constituting the grounds for the protest, the effect that approval of the advice letter might have on the protestant, and the reasons the protestant believes the advice letter, or a part of it, is not justified. If the protest requests an evidentiary hearing, the protest must state the facts the protestant would present at an evidentiary hearing to support its request for whole or partial denial of the advice letter. The utility must respond to a protest with five days.

All protests and responses should be sent to:

California Public Utilities Commission, Energy Division

ATTN: Tariff Unit

505 Van Ness Avenue

San Francisco, CA 94102

E-mail: Honesto Gatchalian (ijnj@cpuc.ca.gov) or Maria Salinas (mas@cpuc.ca.gov)

Copies should also be mailed to the attention of the Director, Energy Division, Room 4004 (same address above).

Copies of any such protests should be sent to this utility at:

Golden State Water Company

ATTN: Nguyen Quan

630 East Foothill Blvd.

San Dimas, CA 91773

Fax: 909-394-7427

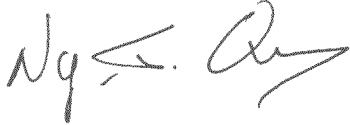
E-mail: nquan@gswater.com

If you have not received a reply to your protest within 10 business days, contact Nguyen Quan at 909-394-3600 ext. 664.

No individuals or utilities have requested notification of filing of tariffs. A copy of this advice letter is being furnished to the entities listed on the service list for R.11-05-005 and to the attached BVES service list.

In accordance with Public Utilities Code Section 491, notice to the public is hereby given by filing and keeping the advice letter filing open for public inspection at Bear Valley Electric Service and Golden State Water Company Headquarters.

Sincerely,

A handwritten signature in black ink, appearing to read "Nguyen Quan". The signature is fluid and cursive, with a long horizontal stroke at the end.

Nguyen Quan
Manager, Regulatory Affairs

cc: Julie Fitch, Chief – Energy Division
Donald Lafrenz – Energy Division
Mark Pocta - Division of Ratepayer Advocates

Schedule No. RET

WATER AGENCY RENEWABLE ENERGY SERVICE

APPLICABILITY¹

This Schedule is optional for customers who meet the definition of an Eligible Public Water Agency or Wastewater Agency, as defined in the Special Condition section of this Schedule, who own and operate an Eligible Renewable Generating Facility, as defined in the Special Condition section of this Schedule, and is located on property owned or under the control of the public water or wastewater agency. Service under this Schedule is on a first-come-first-served basis and shall be closed to new customers once the combined rated generating capacity of Eligible Renewable Generating Facilities within BVES' service territory reaches 500 KW in accordance with Special Condition 5. However, BVES may, at its sole option, determine whether a viable project exists that is able to take service under this tariff which would benefit all of BVES' customers. Should BVES make such determination, BVES may agree, on a case by case basis, to exceed its 500 KW limit and permit such customer to take service under this tariff.

TERRITORY

Within the entire territory served.

RATES

The customer's otherwise applicable tariff (OAT) shall apply except as follows: BVES shall purchase the total output produced by an Eligible Renewable Generating Facility at the price shown below and pursuant to the terms set forth in Section 6.2 of the **Renewable and Alternative Power-Public Water And Wastewater Agency Agreement** (Form No. 27).

Adopted 2011 Market Price Referents - Long-Term Contracts (Nominal - dollars/kWh)				
Contract Start Date	10-Year	15-Year	20-Year	25-Year
2012	0.07688	0.08352	0.08956	0.09274
2013	0.08103	0.08775	0.09375	0.09695
2014	0.08454	0.09151	0.09756	0.10081
2015	0.08804	0.09520	0.10132	0.10464
2016	0.09156	0.09883	0.10509	0.10848
2017	0.09488	0.10223	0.10859	0.11206
2018	0.09831	0.10570	0.11218	0.11572
2019	0.10186	0.10928	0.11587	0.11946
2020	0.10550	0.11296	0.11965	0.12326
2021	0.10916	0.11675	0.12354	0.12712
2022	0.11299	0.12067	0.12752	0.13105
2023	0.11691	0.12469	0.13160	0.13504

(N)

(N)

¹ NOTE: Pub. Util. Code Section 399.2 among other things requires qualifying projects to be "strategically located and interconnected to the electric transmission system in a manner that optimizes the deliverability of electricity generated at the facility to load centers." Pub. Util. Code § 399.20 (b)(3), as amended by Ch. 544. Since BVES does not have electric transmission within its service territory, BVES believes that Section 399.20 does not apply to BVES.

(continued)

Advice Letter No. 261-E
 Decision No. _____

ISSUED BY
R. J. SROWLS
 President

Date Filed December 15, 2011
 Effective Date January 3, 2012
 Resolution No. E-4442

Schedule No. RET

WATER AGENCY RENEWABLE ENERGY SERVICE

(N)

Adopted 2011 Market Price Referents - Short-Term Contracts (Nominal - dollars/kWh)					
Contract Start Date	5-Year	6-Year	7-Year	8-Year	9-Year
2012	0.06929	0.07100	0.07258	0.07408	0.07550
2013	0.07405	0.07554	0.07697	0.07836	0.07971
2014	0.07763	0.07907	0.08048	0.08186	0.08321
2015	0.08096	0.08240	0.08381	0.08520	0.08657
2016	0.08414	0.08561	0.08705	0.08847	0.09001
2017	0.08704	0.08853	0.09001	0.09163	0.09325
2018	0.09000	0.09153	0.09323	0.09494	0.09665
2019	0.09304	0.09484	0.09664	0.09844	0.10018
2020	0.09644	0.09836	0.10025	0.10208	0.10383
2021	0.10011	0.10211	0.10403	0.10585	0.10758
2022	0.10404	0.10604	0.10793	0.10972	0.11135
2023	0.10817	0.11011	0.11195	0.11360	0.11528

(N)

SPECIAL CONDITIONS

1. Required Contract: An executed Agreement (Form No. 27) is required prior to receiving service under this Schedule.
2. Participation in other BVES Programs: Participating customers with multiple generators may not participate in any other BVES interruptible or net energy metering programs, unless sufficient BVES metering is in place to isolate the output of the Eligible Renewable Generating Facility from the output of any non-participating generator for purposes of applying this Schedule.
3. Definitions: The following definitions are applicable to service provided under this Schedule.
 - a. Eligible Wastewater Agency – Any state, local, or federal agency, as defined in Water Code Section 13625 (a)(1), owning a facility used in the treatment or reclamation of sewage or industrial wastes.
 - b. Eligible Public Water Agency – As defined in Water Code Section 12970, means any public corporation, district, political subdivision, or any other agency or authority now or hereafter organized under the laws of this state which develops, stores, distributes or supplies water.

(Continued)

(N)

Schedule No. RET

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WATER AGENCY RENEWABLE ENERGY SERVICE

c. Eligible Renewable Generating Facility – A generating facility that is owned and operated by an Eligible Public Water Agency or an Eligible Wastewater Agency which receives distribution service from BVES, and where the Eligible Renewable Generating Facility meets all of the following criteria:

(1) Is located on property owned by or under the control of the public water or wastewater agency.

(2) Is interconnected and operates in parallel with the electric distribution grid.

(3) Is strategically located and interconnected to the electric distribution system in a manner that optimizes the deliverability of electricity generated at the facility to load centers.

(4) Is an eligible renewable energy resource, as defined in Public Utilities Code Section 399.12.

4. Metering Requirements: Customers served on this Schedule shall be separately metered with BVES metering to reflect the net generation output amounts of the Eligible Renewable Generating Facility. Customers shall be responsible for all costs associated with separately metering the customer's Eligible Renewable Generating Facility output and associated station load. All metering required for service on this Schedule shall be installed and maintained in accordance with BVES requirements.
5. Customer Participation: Except as provided below, customers may participate in accordance with this Schedule until the sum of all customers' contracted capacity reaches BVES' proportionate share of 500 MW as provided in the ALJs Ruling in Rulemaking 08-08-009 issued November 18, 2008 and in D.07-07-027. This amount will be calculated by the summation of all net power ratings (in kW) provided in Section 2.4 of Form No. 27. Should additional customers express interest in this Schedule after the BVES' share of the contract capacity limit is reached, BVE will maintain a list of interested customers, ranked in order of the date on which they requested service under this Schedule. Should the capacity installed fall below BVES' share, BVES will allow those customers from the previously described list of interested customers who remain interested in the tariff the opportunity to participate under this Schedule on a first come first serve basis until the amount installed and operating capacity plus the contracted capacity taken from the previously described list of interested customers equals BVES' share of the 500 MW. This process will continue until such time, if any, as the installed capacity of projects in operation equals BVES' allocated share.

Form No. 27

BEAR VALLEY ELECTRIC SERVICE

**RENEWABLE AND ALTERNATIVE POWER
PUBLIC WATER AND WASTEWATER AGENCY AGREEMENT**

**FORM NO. 27
(ATTACHED)**

Advice Letter No. 261-E
Decision No. _____

ISSUED BY
R. J. SROWLS
President

Date Filed December 15, 2011
Effective Date January 3, 2012
Resolution No. E-4442

BEAR VALLEY ELECTRIC SERVICE

Form No. 27

**Renewable and Alternative Power
Public Water and Wastewater Agency Agreement**

This Power Purchase Agreement ("Agreement") is entered into by and between _____ ("Producer"), a (form of entity & state of registration) (Please verify corporate name and indicate state of incorporation) Public Water or Wastewater Agency, and the Golden State Water Company ("GSWC") and Bear Valley Electric Service ("BVES") a Division of GSWC, sometimes also referred to herein Jointly as "Parties" or individually as "Party". The Parties hereby agree to enter into this Agreement, to permit compensation of Producer for power generated by a Renewable Generating Facility ("Facility") as defined in Section 399.11 of the Public Utilities Code ("PU Code"). All capitalized terms set forth herein shall have the meanings ascribed to them in Section 14.5.

1. RECITALS

1.1 This Agreement provides for Producer to Interconnect and operate the Facility in parallel with BVES's Distribution System. This Agreement requires the Producer to be a retail customer and to obtain retail electrical service from BVES to serve all the electrical loads, net of any other Nonrenewable Generating Facility, except as otherwise permitted under BVES's Tariffs, at the Premises identified in Appendix A. This Agreement also provides for Producer to sell energy, net of Station Use, produced by the Facility directly to BVES provided the Facility satisfies the Eligible Renewable Resource Facility Requirements as set forth in Appendix C. This Agreement does not constitute an agreement by BVES to provide retail electrical service to Producer. Such arrangements must be made separately between BVES and Producer.

1.2 In consideration of the mutual promises and obligations stated in this Agreement and its attachments, the Parties agree as follows:

2. SUMMARY AND DESCRIPTION OF RENEWABLE GENERATING FACILITY

2.1 A description of the Facility, including a summary of its significant components, a drawing showing the general arrangement of the Producer's Facility, and a Single-Line diagram illustrating the Interconnection of the Facility and loads with BVES's Distribution System, is attached hereto and incorporated herein as Appendix A.

2.2 Name and address used by BVES to locate the existing electric Service Account and Premises used to Interconnect the Facility with BVES's Distribution System:

_____ (Service Account No., if known)

2.3 The Gross Power Rating of the Facility is _____ kW.

(a) This Gross Power Rating is based on: **(check one)**

_____ generator nameplate; or **(insert for solar: inverter rating)**

_____ prime mover nameplate; or **(insert for solar: solar array rating)**

2.4 The Net Power Rating of the Facility is _____ kW.

- 2.5 The maximum (instantaneous) level of power that may be exported through the Point of Common Coupling by the Facility to BVES's Distribution System is _____ kW. (Customer to supply estimate)
- 2.6 The annual energy production of the Facility, net of Station Use, measured by the NGOM is expected to be _____ kWh. (Customer to supply estimate)
- 2.7 The annual energy exported through the Point of Common Coupling from the Producer's Premises beyond Producer's use is expected to be _____ kWh. (Customer to supply estimate)
- 2.8 The date planned for Expected Initial Operation of the Facility is _____. (Customer to supply estimate) The Expected Initial Operation date shall be within twelve months of the last date entered in Section 17 of this Agreement or the applicant will have to reapply after that period.
- 2.9 Producer hereby represents and warrants that the Facility:

Please check all that apply.

- (a) _____ Does meet with the requirements for "Eligible Renewable Resource" as such term is used in Section 399.11 et seq. of the California Public Utilities Code.
- (b) _____ Does meet with the requirements of the California Renewable Portfolio Standard;
- (c) _____ Does meet with the requirements for "Cogeneration" as such term is used in Section 218.5 of the California Public Utilities Code and with the requirements for "Eligible Renewable Resources" as such term is used in Section 399.11 et seq. of the California Public Utilities Code.

3. DOCUMENTS INCLUDED; DEFINED TERMS

This Agreement includes the following exhibits, which are specifically incorporated herein and made a part of this Agreement.

- Appendix A - Description of Facility and Single-Line Diagram (Supplied by Producer)
- Appendix B - A copy of Special Facilities Agreement, if applicable (Supplied by BVES)
- Appendix C - Producer's warranty that the Facility meets with the requirements for "Eligible Renewable Resource" as defined in Section 399.11 et seq. of the California Public Utilities Code, if applicable and the output meets with the requirements of the California Renewable Portfolio Standard.
- Appendix D - Forecast Requirements for Generating Facilities that have a Net Power Rating greater or equal to 500 kW
- Appendix E – Definitions
- Appendix F - TOU Periods and Energy Allocation Factors
- Appendix G - Summary of Dates, Term and Product Price for this Agreement
- Appendix H – Actual Initial Operation Date Confirmation Letter

4. TERM AND TERMINATION

- 4.1 This Agreement shall become effective on the Effective Date. The Agreement shall continue in full force and effect until the earliest date that one of the following events occurs:
- (a) A termination date agreed to in writing by the Parties.
- (b) Unless otherwise agreed in writing by the Parties, at 12:01 A.M. on the day following the date the electric Service Account through which Producer's Facility is interconnected to BVES's Distribution System is closed or terminated.

- (c) At 12:01 A.M. on the day following the completion of: **(check one)**
___ 10/ ___ 15/ ___ 20 Term Years from Expected Initial Operation per Section 2.8.

4.2 BVES may elect to terminate this Agreement at 12:01 A.M. on the 61st day after BVES provides written Notice pursuant to Section 10 of this Agreement to the Producer of BVES's intent to terminate this Agreement for one or more of the following reasons:

- (a) A change in applicable Tariffs as approved or directed by the Commission or a change in any local, state or federal law, statute or regulation, any of which materially alters or otherwise materially affects BVES's ability or obligation to perform BVES's duties under this Agreement;
- (b) Producer fails to remain a Public Water or Wastewater Agency;
- (c) Producer fails to take all corrective actions specified in any BVES Notice, within the time frame set forth in such Notice, that Producer's Facility is out of compliance with the terms of this Agreement;
- (d) Producer fails to Interconnect and Operate the Facility and deliver electricity to BVES, in accordance with the terms and conditions set forth in this Agreement, on or before eighteen (18) months after the Effective Date if the Parties are unable to reach agreement as to a reasonable amendment to this Agreement after cooperating to do so; or
- (e) BVES shall deem the Facility to be abandoned if BVES provides a Notice to Producer advising Producer of BVES's determination, in its reasonable discretion, that the Facility is nonoperational for any of the following reasons:
 - (1) Producer abandons the Facility;
 - (2) Output from the Facility ceases for 12 consecutive months; and
 - (3) Producer does not provide a substantive response to such Notice affirming Producer's intent and ability to continue to Operate the Facility within 15 days of such Notice.

4.3 Any agreements attached hereto and incorporated herein shall terminate concurrently with this Agreement unless the Parties have agreed otherwise in writing.

5. RENEWABLE GENERATING FACILITY OPERATION

- 5.1 Producer is responsible for Operating the Facility in compliance with all of BVES Tariffs, including but not limited to Rule 21, and any other regulations and laws governing the Interconnection of the Facility.
- 5.2 Producer shall not deliver reactive power to BVES's Distribution System unless the Parties have otherwise agreed in writing.
- 5.3 The Facility shall be Operated with all of Producer's Protective Functions in service and in accordance with Prudent Electrical Practices whenever the Facility is Operated in parallel with BVES's Distribution System. Any deviation from these requirements may occur only when the Parties have agreed to such deviations in writing.
- 5.4 For Facility having a Net Power Rating equal to or greater than 500 kW, the Parties shall comply with the forecasting provisions of Appendix D.
- 5.6 BVES shall have ingress and egress to examine the Site and Generating Facility for purposes connected with this Agreement.

6. BILLING AND PAYMENT

- 6.1 The amount of energy purchased under this Agreement shall be determined by electrical meters and equipment owned, Operated, and maintained by BVES.
- 6.2 The Product Price, as set forth in Section 3 of Appendix G, shall equal the Market Price Referent ("MPR") as determined by the Commission and applicable to BVES during the calendar year of the

Effective Date for the project on-line year that agrees most closely with the date of Actual Initial Operation and the Term as elected in Section 4.1(c).

- 6.3 Producer agrees to sell all electric energy produced by the Facility as specified herein in Section 6.4 below together with all Green Attributes, Capacity Attributes and Resource Adequacy Benefits (collectively, the "Attributes") associated with the energy to BVES.
- 6.4 BVES shall pay Producer for all Attributes and all electrical energy, net of Station Use, at the Product Price during the term (and not prior to the Actual Initial Operation date) measured by the Net Generation Output Meter ("NGOM") as defined in BVES's Rule 21 and located as shown on the Single-Line Diagram of Appendix A.
- 6.5 For the purpose of calculating monthly payments, the amount measured by the NGOM shall be time differentiated according to the time period and season of the receipt of Product by BVES from Producer ("TOU Periods") and the pricing shall be weighted by the Energy Allocation Factors set forth in Appendix F.

As set forth in Appendix F, TOU Periods for both the winter and summer seasons shall include on-peak, mid-peak, off-peak periods.

The monthly payment shall equal the sum of the monthly TOU Period payments for all TOU Periods in the month. Each monthly TOU Period payment shall be calculated pursuant to the following formula, where "n" is the TOU Period being calculated:

TOU PERIOD PAYMENT = A x B x C

Where:

- A = Product Price specified in Appendix G in \$/kWh.
- B = Energy Allocation Factor, set forth in Appendix F, for the TOU Period being calculated.
- C = The sum of energy recorded by the NGOM in all hours for the TOU Period being calculated in kWh.

- 6.6 BVES shall adjust the energy and demand amounts recorded by the BVES billing meter at the Point of Common Coupling, as defined in BVES's Rule 21, to reflect the net generation output amounts measured by the NGOM for purposes of billing the Producer in accordance with BVES's applicable Tariff rate schedule(s).
- 6.7 BVES shall determine the amount of energy received by BVES pursuant to this Agreement for each billing period and provide a statement to Producer within thirty (30) days after each meter reading date.
- 6.8 BVES shall not be obligated to issue a payment to Producer until the amount due for the energy received pursuant to this Agreement exceeds one thousand dollars (\$1,000), except that BVES shall pay all amounts due to Producer pursuant to this Agreement at least once per calendar year no later than 30 days after the end of the calendar year.
- 6.9 Unless otherwise agreed in writing by the Parties, any payment due for Product received under this Agreement shall be satisfied by BVES issuing a check to Producer. Alternatively, BVES reserves the right, but shall not be obligated to apply any amount owed to Producer toward any amounts due to BVES from Producer for any charges incurred under this Agreement or for past due bills for electric service or for BVES services.
- 6.10 In the event adjustments to BVES's payments are required as a result of inaccurate metering equipment, BVES shall determine the correct amount of energy received under this Agreement during the period of inaccuracy and recompute the amount due to or from Producer. Any refund due and payable to BVES or due by BVES to Producer resulting from inaccurate metering shall be made within thirty (30) calendar days of BVES's Notice to Producer by BVES of the amount due.
- 6.11 Monthly charges, if any, associated with Interconnection Facilities shall be billed and paid pursuant to the applicable Generating Facility Interconnection and Export Agreement in Appendix B and monthly charges, if any, associated with electric service provided by BVES shall be billed and paid pursuant to the applicable Tariffs filed by BVES with the Commission.

7. INTERCONNECTION FACILITIES

- 7.1 Producer and/or BVES, as appropriate, shall provide Interconnection Facilities that adequately protect BVES's Distribution System, personnel, and other persons from damage or injury, which may be caused by the Operation of Producer's Facility.
- 7.2 Producer shall be solely responsible for the costs, design, purchase, construction, Operation, and maintenance of the Interconnection Facilities that Producer owns.
- 7.3 If the provisions of BVES's Rule 21, or any other Tariff approved by the Commission, require BVES to own and operate a portion of the Interconnection Facilities, Producer and BVES shall promptly execute a Special Facilities Agreement that establishes and allocates responsibility for the design, installation, operation, maintenance, and ownership of the Interconnection Facilities. This agreement shall be attached to and made a part of this Agreement as Appendix B.

8. LIMITATION OF LIABILITY

Each Party's liability to the other Party for any loss, cost, claim, injury, liability, or expense, including reasonable attorney's fees, relating to or arising from any act or omission in its performance of this Agreement, shall be limited to the amount of direct damage actually incurred. In no event shall either Party be liable to the other Party for any indirect, special, consequential, or punitive damages of any kind whatsoever.

9. INSURANCE

- 9.1 In connection with Producer's performance of its duties and obligations under this Agreement, Producer shall maintain, during the term of this Agreement, general liability insurance with a combined single limit of not less than:
- (a) Two million dollars (\$2,000,000) for each occurrence if the Gross Power Rating of Producer's Facility is greater than one hundred (100) kW;
 - (b) One million dollars (\$1,000,000) for each occurrence if the Gross Power Rating of Producer's Facility is greater than twenty (20) kW and less than or equal to one hundred (100) kW; and
 - (c) Five hundred thousand dollars (\$500,000) for each occurrence if the Gross Power Rating of Producer's Facility is twenty (20) kW or less.
 - (d) Two hundred thousand dollars (\$200,000) for each occurrence if the Gross Power Rating of Producer's Facility is ten (10) kW or less.

Such general liability insurance shall include coverage for "Premises-Operations, Owners and Contractors Protective, Products/Completed Operations Hazard, Explosion, Collapse, Underground, Contractual Liability, and Broad Form Property Damage including Completed Operations."

- 9.2 The general liability insurance required in Section 9.1 shall, by endorsement to the policy or policies, (a) include BVES as an additional insured; (b) contain a severability of interest clause or cross-liability clause; (c) provide that BVES shall not by reason of its inclusion as an additional insured incur liability to the insurance carrier for payment of premium for such insurance; and (d) provide for thirty (30) calendar days' written notice to BVES prior to cancellation, termination, alteration, or material change of such insurance.
- 9.3 Evidence of the insurance required in Section 9.2 shall state that coverage provided is primary and is not in excess to or contributing with any insurance or self-insurance maintained by BVES.
- 9.4 Producer agrees to furnish the required certificates and endorsements to BVES prior to Actual Initial Operation. BVES shall have the right to inspect or obtain a copy of the original policy or policies of insurance.
- 9.5 If Producer is self-insured with an established record of self-insurance, Producer may comply with the following in lieu of Sections 9.1 through 9.4:

(a) Producer shall provide to BVES, at least thirty (30) calendar days prior to the date of Actual Initial Operation, evidence of an acceptable plan to self-insure to a level of coverage equivalent to that required under Section 9.1.

(b) If Producer ceases to self-insure to the level required hereunder, or if Producer is unable to provide continuing evidence of Producer's ability to self-insure, Producer agrees to immediately obtain the coverage required under Section 9.1.

9.6 All insurance certificates, statements of self insurance, endorsements, cancellations, terminations, alterations, and material changes of such insurance shall be issued, clearly labeled with agreement ID number and submitted to the following:

Bear Valley Electric Service
Attention: Tracey Drabant
Energy Resource Manager
42020 Garstin Road
P.O. Box 1547
Big Bear Lake, CA 92315

10. NOTICES

10.1 Any written notice, demand, or request required or authorized in connection with this Agreement ("Notice") shall be deemed properly given if delivered in person or sent by first class mail, postage prepaid, to the person specified below:

If to BVES:

Bear Valley Electric Service
Attention: Tracey Drabant
Energy Resource Manager
42020 Garstin Road
P.O. Box 1547
Big Bear Lake, CA 92315

If to Producer: Producer Name: _____
Address: _____
City: _____
Phone: () _____
FAX: () _____

10.2 A Party may change its address for Notices at any time by providing the other Party Written Notice of the change in accordance with Section 10.1.

10.3 Notices (other than forecasts and schedules) shall, unless otherwise specified herein, be in writing and may be delivered in person, United States mail or overnight courier service.

10.4 Notice by hand delivery shall be effective at the close of business on the day actually received, if received during business hours on a Business Day, and otherwise shall be effective at the close of business on the next Business Day, unless a different date for the Notice to go into effect is stated in another section of this Agreement.

10.5 Notice by overnight United States mail or courier shall be effective on the next Business Day after it was sent.

10.6 The Parties may also designate operating representatives to conduct the daily communications, which may be necessary or convenient for the administration of this Agreement. Such designations, including names, addresses, and phone numbers may be communicated or revised by Notice provided in accordance herewith.

11. REVIEW OF RECORDS AND DATA

11.1 BVES shall have the right to review and obtain copies of Producer's operations and maintenance records, logs, or other information such as, but not limited to, unit availability, maintenance outages, circuit breaker operation requiring manual reset, relay targets and unusual events pertaining to Producer's Facility or its Interconnection with BVES's Distribution System.

11.2 Producer authorizes BVES to release to the CEC and/or the Commission information regarding the Facility, including but not limited to the Producer's name and location, and the size, location and operational characteristics of the Facility, the Term, the ERR type, the Actual Initial Operation Date and the Net Power Rating of the Facility, as requested from time to time pursuant to the CEC's or Commission's rules and regulations..

12. ASSIGNMENT

Producer shall not voluntarily assign its rights nor delegate its duties under this Agreement without BVES's prior written consent. Any assignment or delegation Producer makes without BVES's written consent shall not be valid. BVES shall not unreasonably withhold its consent to Producer's assignment of this Agreement.

13. NON-WAIVER

None of the provisions of this Agreement shall be considered waived by a Party unless such waiver is given in writing. The failure of a Party to insist in any one or more instances upon strict performance of any of the provisions of this Agreement or to take advantage of any of its rights hereunder shall not be construed as a waiver of any such provisions or the relinquishment of any such rights for the future, but the same shall continue and remain in full force and effect.

14. GOVERNING LAW, JURISDICTION OF COMMISSION, INCLUSION OF BVES's TARIFF RATE SCHEDULES, DEFINED TERMS

14.1 This Agreement shall be interpreted, governed, and construed under the laws of the State of California as if executed and to be performed wholly within the State of California without giving effect to choice of law provisions that might apply to the law of a different jurisdiction. Each Party waives its respective right to any jury trial with respect to any litigation arising under or in connection with this Agreement.

14.2 This Agreement shall, at all times, be subject to such changes or modifications by the Commission as it may from time to time direct in the exercise of its jurisdiction.

14.3 The Interconnection and services provided under this Agreement shall at all times be subject to the terms and conditions set forth in the Tariffs applicable to the electric service provided by BVES. Copies of such Tariffs are available at www.aswater.com or by request to BVES and are incorporated by reference into this Agreement.

14.4 Notwithstanding any other provisions of this Agreement, BVES shall have the right to unilaterally file with the Commission an application for change in rates, charges, classification, service, Tariffs or any agreement relating thereto; pursuant to the Commission's rules and regulations.

14.5 When initially capitalized, whether in the singular or in the plural, the terms used herein shall have the meanings assigned to them either in this Agreement, Appendix E; or in BVES's Rule 1 or Rule 21, Section H; or BVES's Schedule RET. If any term is defined in both Rule 1 and Rule 21, the definition in Rule 21 shall prevail. If any term is defined in both Schedule RET and this Agreement, the definition in Schedule RET shall prevail.

15. AMENDMENTS AND MODIFICATION

This Agreement can only be amended or modified by a written agreement signed by both Parties.

16. REGISTRATIONS

Prior to the date of actual Initial Operation, Producer shall register the Generating Facility (i) in WREGIS and take all other actions necessary to ensure that the energy produced from the Generating Facility is tracked for purposes of satisfying the California Renewables Portfolio Standard requirements, as may be amended or supplemented by the CPUC or CEC from time to time, and (ii) with the California Climate Action Registry as may be required by the PUC.

17. TITLE AND RISK OF LOSS

Title to and risk of loss relating to the energy produced from the Generating Facility shall transfer from Producer to SDG&E at the Point of Common Coupling. Producer warrants that it will deliver to SDG&E all Products from the Generating Facility free and clear of all liens, security interests, claims and encumbrances or any interest therein or thereto by any person arising prior to the Point of Common Coupling.

18. SURVIVAL

The obligations under Section 8, 11.2, and 14 shall survive termination of this Agreement.

19. ENTIRE AGREEMENT

This Agreement, including any incorporated Tariffs and Rules, contains the entire agreement and understanding between the Parties, their agents, and employees as to the subject matter of this Agreement. Each Party also represents that in entering into this Agreement, it has not relied on any promise, inducement, representation, warranty, agreement or other statement not set forth in this Agreement or in the incorporated Tariffs and Rules.

20. SIGNATURES

IN WITNESS WHEREOF, the Parties hereto have caused two originals of this Agreement to be executed by their duly authorized representatives. This Agreement is effective ("Effective Date") as of the last date set forth below.

PRODUCER'S NAME

BEAR VALLEY ELECTRIC SYSTEM

By: _____

By: _____

Name: _____

Name: Tracey Drabant

Title: _____

Title: Energy Resources Manager

Date: _____

Date: _____

APPENDIX A

**DESCRIPTION OF RENEWABLE AND NON-RENEWABLE GENERATING FACILITY
AND SINGLE-LINE DIAGRAM**

(Provided by Producer)

APPENDIX B
(If Applicable)

SPECIAL FACILITIES AGREEMENT
(Provided by BVES)

APPENDIX C

(Generating Facilities in service after January 1, 2002)

**PRODUCER'S WARRANTY THAT THE RENEWABLE GENERATING FACILITY
IS AND WILL CONTINUE TO BE AN
"ELIGIBLE RENEWABLE RESOURCE" PURSUANT TO SECTION 399.11 et seq. OF THE
CALIFORNIA PUBLIC UTILITIES CODE ("ERR Warranty")**

For the purpose of selling power produced by the Generating Facility pursuant to Assembly Bill 1969, under Section 399.20 et seq. of the California Public Utilities Code, Producer hereby declares that the Renewable Generating Facility complies with the requirements for "Eligible Renewable Resource" as such term is used in Section 399.11 et seq. of the California Public Utilities Code ("ERR Requirements").

Producer warrants that, beginning on the date of Actual Initial Operation and continuing throughout the Term of this Agreement, its Renewable Generating Facility shall continue to comply with the ERR Requirements. If Producer becomes aware that the Renewable Generating Facility has ceased to comply with the ERR Requirements, Producer shall promptly provide BVES with Notice of such change pursuant to Section 10 of the Agreement. If at any time during the Term of this Agreement BVES determines in its reasonable discretion that Producer's Renewable Generating Facility may no longer comply with the ERR Requirements, or RPS Requirements, BVES may require Producer to provide evidence that the Renewable Generating Facility continues to comply with the ERR Requirements and RPS Requirements, within 15 business days of BVES's Notice requesting such evidence. Additionally, BVES may periodically (typically, once per year) inspect Producer's Renewable Generating Facility and/or require documentation from Producer to monitor the Renewable Generating Facility's compliance with the ERR Requirements and RPS Requirements. If BVES determines in its reasonable judgment that Producer either failed to provide evidence in a timely manner or that it provided insufficient evidence that its Renewable Generating Facility continues to comply with the ERR Requirements or RPS Requirements, then the Eligible Renewable Resource Status (the "ERR Status") of the Renewable Generating Facility shall be deemed ineffective until such time as Producer again demonstrates to BVES's reasonable satisfaction that the Renewable Generating Facility complies with the requirements for a Eligible Renewable Resource Generation Facility (the "ERR/RPS Status Change").

BVES shall revise its records and the administration of this Agreement to reflect the ERR Status Change and provide Notice to Producer of the ERR/RPS Status Change pursuant to Section 10 of this Agreement. Such Notice shall specify the effective date of the ERR/RPS Status Change. This date shall be the first day of the calendar month for which BVES determines in its sole discretion that the Renewable Generating Facility first ceased to comply with the ERR Requirements and RPS Requirements. BVES's Notice shall include an invoice for the refund of payments that were made to Producer during the period between the effective date of the ERR/RPS Status Change and the date of the last Notice in reliance upon Producer's representations that the Renewable Generating Facility complied with the ERR Requirements and therefore was eligible to sell power to BVES as a result of satisfying the ERR Requirements.

Producer, and, if applicable, its successors, represents and warrants that throughout the Delivery Term of this Agreement that: (i) the Generating Facility qualifies and is certified by the CEC as an ERR as such term is defined in Public Utilities Code Section 399.12 or Section 399.16; and (ii) the Generating Facility output delivered to BVES qualifies under the requirements of the California Renewables Portfolio Standard. To the extent a change in law occurs after execution of this Agreement that causes this representation and warranty to be materially false or misleading, it shall not be an Event of Default if Producer has used commercially reasonable efforts to comply with such change in law.

During the period when the ERR Status is deemed to be ineffective, BVES shall not pay Producer for Product.

Any amounts to be paid or refunded by Producer, as may be invoiced by BVES pursuant to the terms of this ERR Warranty, shall be paid to BVES within 30 days of Producer's receipt of such invoice.

APPENDIX D

Forecast Requirements for Generating Facilities that have a Net Power Rating greater or equal to 500 kW

1. Introduction.

The Parties shall abide by the Forecast requirements and procedures described below and shall make reasonable changes to these requirements and procedures from time-to-time, as necessary to:

- (a) Comply with ISO Tariff changes or Commission orders; and
- (b) Accommodate changes to their respective generation technology and organizational structure.

(c)

2. Procedures.

- (a) Weekly Forecasting Procedures.
 - (i) Producer's Forecasting Responsibilities.

Producer must meet all of the following requirements specified below:

- (1) Beginning the week prior to the planned Actual Initial Operation of the Renewable Generating Facility, each day Producer will electronically provide BVES with an Energy Forecast for the next seven days by no later than 5 PM of the day before the upcoming seven days.

The Energy Forecast submitted to BVES shall:

- a) Not include any anticipated or expected electric energy losses between the Net Generation Output Meter and the Point of Common Coupling;
 - b) Be constructed using file formats, templates, and naming conventions agreed to by the Parties.
 - c) Include Producer's contact information.
 - d) Be sent to BVES at a website to be provided or as otherwise instructed by BVES.
- (2) If Producer revises any Energy Forecast submitted pursuant to Item 2(a)(i)(1) the revision in the Energy Forecast shall be communicated by Producer to BVES' Day-Ahead Group no later than 8:30 a.m. the day prior to the effective date of the revision.

Producer shall contact BVES' Scheduling Group at: (contact information to be provided by BVES).

- (3) If Producer revises any Energy Forecast submitted pursuant to Item 2(a)(i)(1) or Item 2(a)(i)(2) the revision in the Energy Forecast shall be communicated by Producer to BVES' Real-Time Group no later than one half (½) hour prior to the ISO's Hour-Ahead scheduling deadline.

Producer shall contact BVES' Scheduling Group at: (contact information to be provided by BVES).

(b) 30-Day Forecasting Procedures.

Producer must meet all of the following requirements for Forecasting electric energy to be received by BVES from the Producer as specified below.

(i) In addition to the requirements set forth in Item 2(a) above, Producer shall electronically provide BVES with a rolling 30-day Energy Forecast, beginning at least thirty (30) days prior to commencement of the Term.

These files shall:

- (1) Be constructed using reasonable file formats, templates, and naming conventions agreed to by the Parties.
- (2) Include Producer's contact information.
- (3) Be sent to BVES' Scheduling Group at: as instructed by BVES.

- (ii) Producer shall update the rolling 30-day hourly forecast weekly by 5:00 PM each Wednesday and send to BVES (contact information to be provided by BVES).
- (iii) If Producer learns of any inaccuracies in its most recently submitted 30-day hourly Energy Forecast affecting the period between the date Producer learns of the inaccuracy and the date that the next updated 30-day hourly Energy Forecast is due, Producer shall promptly send an updated Energy Forecast to BVES' Scheduling Group (contact information to be provided).

3. Outage Scheduling Procedures.

Producer shall be responsible for all costs associated with all requirements and timelines for generation outage Scheduling contained in the Producer's otherwise applicable retail Tariff.

APPENDIX E
Definitions

The following terms shall have the following meaning for purposes of this Agreement.

1. "Actual Initial Operation" is the date established when Appendix H is completed, as opposed to the Expected Initial Operation date in Section 2.8. This is the actual date on which the Generating Facility begins Operating, is in compliance with the applicable interconnection and system protection requirements, has met all of the requirements contained herein (i.e., scheduling, insurance, warranties) is able to produce and deliver energy to BVES pursuant to the terms of this Agreement.
2. "Agreement" has the meaning set forth in the Preamble.
2. "Attributes" has the meaning set forth in Section 6.3.
3. "Business Day" means any day except a Saturday, Sunday, a Federal Reserve Bank holiday, or the Friday following Thanksgiving. A Business Day shall begin at 8:00 a.m. and end at 5:00 p.m. local time for the Party sending the Notice or payment or performing a specified action.
4. "Capacity Attributes" means any and all current or future defined characteristics, certificates, tag, credits, ancillary service attributes, or accounting constructs, howsoever entitled, including any accounting construct counted toward any resource adequacy requirements, attributed to or associated with the Facility or any unit of generating capacity of the Facility during the Term.
5. "CEC" means the California Energy Commission.
6. "Commission" means the California Public Utilities Commission.
7. "CPUC" means the California Public Utilities Commission.
8. "Effective Date" has the meaning set forth in Section 17.
9. "Energy Forecast" has the meaning set forth in Appendix D.
10. "ERR/RPS" means a Facility that qualifies as an eligible renewable electric energy resource for purposes of the RPS Legislation.
11. "ERR/RPS Requirements", "ERR/RPS Status", "ERR/RPS Status Change" and "ERR/RPS Warranty" have the meanings set forth in Appendix C.
21. "Expected Initial Operation" means the date selected by Producer in accordance with Section 2.8.
12. "Facility" see "Renewable Generating Facility"
13. "FERC" means the Federal Energy Regulatory Commission.
14. "Forecast", "Forecast Requirements" and "Forecast Procedures" have the meanings set forth in Appendix D.
15. "Generating Facility" means Producer's Renewable and Non-renewable Generating Facilities, as more particularly described in Appendix A, together with all materials, equipment systems, structures, features and improvements necessary to produce electric energy at such facility, excluding the Site, land rights and interests in land.
16. "Green Attributes" means any and all credits, benefits, emissions reductions, offsets, and allowances, howsoever entitled, attributable to the generation from the Facility unit(s) and its displacement of conventional energy generation. Green Attributes include but are not limited to Renewable Energy Credits and include the following as well:

- a) Any avoided emissions of pollutants to the air, soil or water such as sulfur oxides (SO_x), nitrogen oxides (NO_x), carbon monoxide (CO) and other pollutants;
- b) Any avoided emissions of carbon dioxide (CO₂), methane (CH₄), nitrous oxide, hydrofluorocarbons, perfluorocarbons, sulfur hexafluoride and other greenhouse gases (GHGs) that have been determined by the United Nations Intergovernmental Panel on Climate Change, or otherwise by law, to contribute to the actual or potential threat of altering the Earth's climate by trapping heat in the atmosphere;
- c) The reporting rights to these avoided emissions, including, without limitation, such as Green Tag Reporting Rights;
- d) Renewable Energy Credits, and
- e) Other tradable rights.

Green Tag Reporting Rights are the right of a Green Tag Purchaser to report the ownership of accumulated Green Tags in compliance with federal or state law, if applicable, and to a federal or state agency or any other party at the Green Tag Purchaser's discretion, and include without limitation those Green Tag Reporting Rights accruing under Section 1605(b) of The Energy Policy Act of 1992 and any present or future federal, state, or local law, regulation or bill, and international or foreign emissions trading program. Green Tags are accumulated on kWh basis and one Green Tag represents the Green Attributes associated with 1,000 kWh of energy.

Green Attributes do not include:

- f) Any electric energy, capacity, reliability or other power attributes from the Facility unit(s);
- g) Production Tax Credits associated with the construction or operation of the Facility and other financial incentives in the form of credits, reductions, or allowances associated with the Facility that are applicable to a state or federal income taxation obligation;
- h) Fuel-related subsidies or "tipping fees" that may be paid to Producer to accept certain fuels, or local subsidies received by Producer for the destruction of particular pre-existing pollutants or the promotion of local environmental benefits; or
- i) Emission reduction credits encumbered or used by the Facility for compliance with local, state, or federal operating and/or air quality permits.

If the Facility is a biomass or landfill gas facility and Producer receives any tradable Green Attributes based on the greenhouse gas reduction benefits or other emission offsets attributable to its fuel usage, it shall provide BVES with sufficient Green Attributes to ensure that there are zero net emissions associated with the production of electricity from the Facility.

- 17. "Gross Power Rating" means the value, in kW, set forth in Section 2.3.
- 18. "Governmental Authority" means:
 - a. Any federal, state, local, municipal or other government;
 - b. Any governmental, regulatory or administrative agency, commission, or other authority lawfully exercising or entitled to exercise any administrative, executive, judicial, legislative, police, regulatory or taxing authority or power; or
 - c. Any court or governmental tribunal.
- 19. "Interconnect", "Interconnection" have the meanings set forth in BVES's Rule 21.
- 20. "Interconnection Facilities Financing and Ownership Agreement" means that certain agreement between Producer and BVES, dated as of _____, and attached hereto as Appendix B.
- 22. "ISO" means the California Independent System Operator Corporation or successor entity that dispatches certain generating units and loads and controls the transmission facilities of entities that:
 - a. Own, operate and maintain transmission lines and associated facilities or have entitlements to use certain transmission lines and associated facilities; and
 - b. Have transferred to the ISO or its successor entity operational control of such facilities or entitlements.
- 23. "ISO Tariff" means the California Independent System Operator Corporation Operating Agreement and Tariff, including the rules, protocols, procedures and standards attached thereto, as the same may be amended or modified from time-to-time and approved by FERC.

24. "kW" means a kilowatt (1,000 watts) of electric power.
25. "kWh" means a kilowatt-hour (1,000 watt-hours) of electric energy.
26. "Market Price Referent" or "MPR" means the market price referent applicable to this Agreement as determined by the CPUC in D.07-07-027 for use by BVES.
27. "Net Generation Output Meter" or "NGOM" has the meaning set forth in BVES's Rule 21.
28. "Net Power Rating" is the value Gross Power Rating minus Station Use, in kW. The Net Power Rating shall not exceed 1,000 kW per California Public Utilities Code Section 399.20(h).
29. "Non-renewable Generating Facility" means Producer's electric generating facility that exists on the Premises identified in Appendix A, but does not comply with the requirements set forth in Appendix C.
30. "Notice" has the meaning set forth in Section 10.1.
31. "Operate," "Operated", "Operating" or "Operation" means to provide (or the provision of) all the operation, engineering, purchasing, repair, supervision, training, inspection, testing, protection, use, management, improvement, replacement, refurbishment, retirement, and maintenance activities associated with operating the Facility in accordance with Prudent Electrical Practices.
32. "Party" or "Parties" have the meaning set forth in the Recitals.
33. "Permits" means all applications, approvals, authorizations, consents, filings, licenses, orders, permits or similar requirements imposed by any Governmental Authority, or the ISO, in order to develop, construct, operate, maintain, improve, refurbish and retire the Facility or to Schedule and deliver the electric energy produced by the Facility to BVES, including the Authority to Construct permit. Permits includes the documentation required by California Public Utilities Codes Section 2812(d)1 for Producers subject to Section 2802 for hydroelectric Renewable Generating Facilities.
34. "Point of Common Coupling" has the meaning set forth in BVES's Rule 21.
35. "Producer" has the meaning set forth in the Recitals.
36. "Product" means:
- a. All electric power and energy produced by the Facility, net of Station Use of the Facility; and
 - b. All associated Environmental Attributes, Capacity Attributes, Renewable Energy Credits and Resource Adequacy Benefits.
37. "Product Price" for this Agreement has the meaning set forth in Section 6.2.
38. "Protective Functions" has the meaning set forth in BVES's Rule 21.
39. "Premises" means all of the real property and apparatus employed in a single enterprise on an integral parcel of land undivided, excepting in the case of industrial, agricultural, oil field, resort enterprises, and public or quasi-public institutions, by a dedicated street, highway, or other public thoroughfare, or a railway. Automobile parking lots constituting a part of and adjacent to a single enterprise may be separated by an alley from the remainder of the premises served.
40. "Prudent Electrical Practices" means those practices, methods and acts that would be implemented and followed by prudent operators of electric energy generating facilities in the Western United States, similar to the Facility, during the relevant time period, which practices, methods and acts, in the exercise of prudent and responsible professional judgment in the light of the facts known at the time the decision was made, could reasonably have been expected to accomplish the desired result consistent with good business practices, reliability and safety. Prudent Electrical Practices shall include, at a minimum, those professionally responsible practices, methods and acts described in the preceding sentence that comply with manufacturers' warranties, restrictions in this Agreement, and the requirements of Governmental Authorities, WECC standards, the ISO and applicable laws. Prudent Electrical Practices shall also include taking reasonable steps to ensure that:

- a. Equipment, materials, resources, and supplies, including spare parts inventories, are available to meet the Facility's needs;
- b. Sufficient operating personnel are available at all times and are adequately experienced and trained and licensed as necessary to operate the Facility properly and efficiently, and are capable of responding to reasonably foreseeable emergency conditions at the Facility and emergencies whether caused by events on or off the Site;
- c. Preventive, routine, and non-routine maintenance and repairs are performed on a basis that ensures reliable, long term and safe operation of the Facility, and are performed by knowledgeable, trained, and experienced personnel utilizing proper equipment and tools;
- d. Appropriate monitoring and testing are performed to ensure equipment is functioning as designed;
- e. Equipment is not operated in a reckless manner, in violation of manufacturer's guidelines or in a manner unsafe to workers, the general public, or BVES's electric system or contrary to environmental laws, permits or regulations or without regard to defined limitations such as, flood conditions, safety inspection requirements, operating voltage, current, volt ampere reactive (VAR) loading, frequency, rotational speed, polarity, synchronization, and control system limits; and
- f. Equipment and components designed and manufactured to meet or exceed the standard of durability that is generally used for electric energy generating facilities operating in the Western United States and will function properly over the full range of ambient temperature and weather conditions reasonably expected to occur at the Site and under both normal and emergency conditions.

41. "Public Water or Wastewater Agency" means an Eligible Public Water Agency or Eligible Wastewater Agency as set forth in BVES Tariff Schedule RET.

42. "Renewable Energy Credit" has the meaning set forth in California Public Utilities Code Section 399.12(g), as may be amended from time to time or is further defined or supplemented by law.

43. "Renewable Generating Facility" means all of Producer's electric generating facilities as more particularly described in Appendix A, together with all materials, equipment systems, structures, features and improvements necessary to produce electric energy at such facility, (excluding the Site, land rights and interests in land) located at the Premises identified in Appendix A and complying with the requirements of Appendix C for the entire Term of this Agreement.

44. "Resource Adequacy Benefits" means the rights and privileges attached to the Facility that satisfy any entity's resource adequacy obligations, as those obligations are set forth in any Resource Adequacy Rulings and shall include any local, zonal or otherwise locational attributes associated with the Facility.

45. "Resource Adequacy Rulings" means CPUC Decisions 04-01-050, 04-10-035, 05-10-042, 06-06-064, 06-07-031 and any subsequent CPUC ruling or decision, or any other resource adequacy laws, rules or regulations enacted, adopted or promulgated by any applicable Governmental Authority, as such decisions, rulings, laws, rules or regulations may be amended or modified from time-to-time during the Term of this Agreement.

46. "RPS Legislation" means the State of California Renewable Portfolio Standard Program, as codified at California Public Utilities Code Section 399.11, et seq.

47. "Rule" means Tariff sheets which set forth the application of all rates, charges, and service when such applicability is not set forth in and as part of the rate schedules.

48. "BVES" has the meaning set forth in the Recitals.

49. "Schedule," "Scheduled" or "Scheduling" means the action of Producer and BVES, or their designated representatives of notifying, requesting, and confirming to each other the Forecast of electric energy from the Facility being received by BVES at the Net Generation Output Meter.

50. "Schedule RET" refers to one or more Tariff sheets setting forth the charges and conditions for a customer taking service from BVES under this Tariff who meets the definition of an Eligible Public Water

Agency or an Eligible Wastewater Agency who owns and operates a Facility, as defined in Schedule RET. This Tariff is subject to such changes or modifications by the Commission as it may from time to time direct in the exercise of its jurisdiction.

51. "Special Facilities Agreement" means that certain agreement between Producer and BVES specifying payment to BVES as compensation for BVES' contribution of capital and operating expenses to interconnection facilities.

52. "Station Use" means the electric energy produced by the Facility or Non-renewable Facility that is either:
a. Used within the generating facility to power the lights, motors, control systems and other electrical loads that are necessary for Operation; or
b. Consumed within the generating facility's electric energy distribution system as losses.

53. "Tariff(s)" mean(s) the entire body of effective rates, rentals, charges, and rules collectively of BVES, as set forth herein, and including title page, preliminary statement, service area maps, rate schedules, list of contracts and deviations, Rules, and sample forms.

55. "Term" has the meaning used in Section 4.

56. "Term Year" means a twelve (12) month period beginning on the first day of the calendar month following Actual Initial Operation and each successive twelve (12) month period thereafter.

57. "TOU Periods" means the time of use periods for determination of payments as set forth in Appendix F.

58. "RET" refers to the Renewable Energy Tariff that will implement Assembly Bill 1969 for eligible renewable generation owned by qualifying Water and Wastewater Agencies.

59. "WECC" means the Western Electricity Coordinating Council, the regional reliability council for the Western United States, Southwestern Canada, and Northwestern Mexico.

APPENDIX F

TOU Periods and Energy Allocation Factors

Time of Use Periods ("TOU Periods")

TOU PERIOD	ON-PEAK	MID-PEAK	OFF-PEAK
Summer Period Definition	4:00 p.m. to 10:00 p.m.	7:00 a.m. to 4:00 p.m.	All other hours
Summer Allocation Factors	0.895	0.656	0.512
Winter Period Definition	5:00 p.m. to 10:00 p.m.	6:00 a.m. to 5:00 p.m. & 10:00 p.m. to Midnight	All other hours
Winter Allocation Factors	2.524	1.237	0.593

APPENDIX G

Summary of Dates, Term and Product Price for this Agreement

1. The Facility's Expected Initial Operation date is _____. (See Section 2.8)
2. Term of Agreement 10 __ years, or 15 __ years or 20 __ years. (See Section 4.1)
3. The estimated Product Price for this Agreement is \$ _____ per kWh based on information provided by Producer in Section 2 of this Agreement, the TOD factors from Appendix F and the MPR table below.
4. On December 17, 2009, the Commission approves Resolution E-4298 that formally adopts the 2009 Market Price Referent (MPR) values for use in the 2009 Renewables Portfolio Standard (RPS) solicitations. Resolution E-4298 also adopts MPR values to serve as the price reasonableness benchmark for RPS contracts with delivery terms of at least four years but less than 10 years. The adopted MPR values will also be used in tariffs for the purchase of RPS-eligible energy from facilities that meet certain conditions.

Adopted 2011 Market Price Referents - Long-Term Contracts (Nominal - dollars/kWh)				
Contract Start Date	10-Year	15-Year	20-Year	25-Year
2012	0.07688	0.08352	0.08956	0.09274
2013	0.08103	0.08775	0.09375	0.09695
2014	0.08454	0.09151	0.09756	0.10081
2015	0.08804	0.09520	0.10132	0.10464
2016	0.09156	0.09883	0.10509	0.10848
2017	0.09488	0.10223	0.10859	0.11206
2018	0.09831	0.10570	0.11218	0.11572
2019	0.10186	0.10928	0.11587	0.11946
2020	0.10550	0.11296	0.11965	0.12326
2021	0.10916	0.11675	0.12354	0.12712
2022	0.11299	0.12067	0.12752	0.13105
2023	0.11691	0.12469	0.13160	0.13504

Adopted 2011 Market Price Referents - Short-Term Contracts (Nominal - dollars/kWh)					
Contract Start Date	5-Year	6-Year	7-Year	8-Year	9-Year
2012	0.06929	0.07100	0.07258	0.07408	0.07550
2013	0.07405	0.07554	0.07697	0.07836	0.07971
2014	0.07763	0.07907	0.08048	0.08186	0.08321
2015	0.08096	0.08240	0.08381	0.08520	0.08657
2016	0.08414	0.08561	0.08705	0.08847	0.09001
2017	0.08704	0.08853	0.09001	0.09163	0.09325
2018	0.09000	0.09153	0.09323	0.09494	0.09665
2019	0.09304	0.09484	0.09664	0.09844	0.10018
2020	0.09644	0.09836	0.10025	0.10208	0.10383
2021	0.10011	0.10211	0.10403	0.10585	0.10758
2022	0.10404	0.10604	0.10793	0.10972	0.11135
2023	0.10817	0.11011	0.11195	0.11360	0.11528

APPENDIX H

ACTUAL INITIAL OPERATION DATE CONFIRMATION LETTER

In accordance with the terms of that certain Renewable Power Purchase and Interconnection Agreement dated _____ (“Agreement”) by and between Bear Valley Electric Service (“BVES”) and _____ (“Producer”), this letter serves to document the parties further agreement that (i) the conditions for the occurrence of the Actual Initial Operation have been satisfied, (ii) the insurance requirements have been fulfilled, (iii) the warranty and registration requirements in the Agreement have been met, and (iv) Producer has delivered and BVES has received the energy, as specified in the Agreement, as of this ____ day of ____, ____.

This letter shall confirm the Actual Initial Operation date, as defined in the Agreement as of the date referenced in the preceding sentence.

IN WITNESS WHEREOF, each party has caused this Agreement to be duly executed by it authorized representative as of the date of the last signature provided below.

PRODUCER'S NAME	BEAR VALLEY ELECTRIC SYSTEM
By: _____	By: _____
Name _____	Name <u>Tracey Drabant</u>
Title: _____	Title: <u>Energy Resources Manager</u>
Date: _____	Date: _____

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ISSUED BY

R. J. Sprowls
President

Date Filed: December 15, 2011

Effective Date: January 3, 2012

Resolution No. E-4442

Advice Letter No. 261-E

Decision No. _____

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Advice Letter No. 261-E
 Decision No. _____

ISSUED BY
R. J. Sprowls
 President

Date Filed: December 15, 2011
 Effective Date: January 3, 2012
 Resolution No. E-4442

GOLDEN STATE WATER COMPANY

DISTRIBUTION LIST

BEAR VALLEY ELECTRIC DIVISION

Big Bear City Community Services Dist
P. O. Box 558
Big Bear City, CA 92314

City Clerk
City of Big Bear Lake
P. O. Box 2800
Big Bear Lake, CA 92315

City Attorney
City of Big Bear Lake
P. O. Box 2800
Big Bear Lake, CA 92315

County Clerk
County of San Bernardino
385 N. Arrowhead Ave., 2nd Floor
San Bernardino, CA 92415-0140

County Counsel
County of San Bernardino
385 N. Arrowhead Ave., 4th Floor
San Bernardino, CA 92415-0140

Dave Morse, Project Manager
216 F Street #53
Davis, CA 95616
demorse@omsoft.com

Rod Larson
939 Apache Drive
Prescott, AZ 86303
rod.larson@sbcglobal.net

Brent Tregaskis
Bear Mountain Resort
PO Box 77
Big Bear Lake, CA 92315

CALIFORNIA PUBLIC UTILITIES COMMISSION
Service List

PROCEEDING: R1105005

CARRIE A. DOWNEY
LAW OFFICES OF CARRIE ANNE DOWNEY
EMAIL ONLY
EMAIL ONLY, CA 00000
FOR: IMPERIAL IRRIGATION DISTRICT

CHRIS LEVERIZA
GLACIAL ENERGY
EMAIL ONLY
EMAIL ONLY, CA 00000
FOR: GLACIAL ENERGY

DANIEL W. DOUGLASS
DOUGLASS & LIDDELL
EMAIL ONLY
EMAIL ONLY, CA 00000
FOR: DIRECT ACCESS CUSTOMER
/
COALITION/WESTERN POWER TRADING
WEST,
FORUM/ENXCO, INC./RECURRENT ENERGY(I/O)

DONALD C. LIDDELL
DOUGLASS & LIDDELL
EMAIL ONLY
EMAIL ONLY, CA 00000
FOR: CALIF. ENERGY STORAGE ALLIANCE

WALMART STORES, INC. AND SAM'S
INC. / AGPOWER GROUP, LLC / CLEAN
ENERGY RENEWABLE FUELS, LLC.

JEAN-CALUDE BERTET
DEPUTY CITY ATTORNEY
LOS ANGELES DEPT. OF WATER AND POWER
EMAIL ONLY
EMAIL ONLY, CA 00000
FOR: LOS ANGELES DEPARTMENT OF WATER &
POWER

JESSICA NELSON
PLUMAS-SIERRA RURAL ELECTRIC CO-OP
EMAIL ONLY
EMAIL ONLY, CA 00000

JODY LONDON
JODY LONDON CONSULTING
EMAIL ONLY
EMAIL ONLY, CA 00000
FOR: SUSTAINABLE CONSERVATION AND RCM
(U.S.),
INTERNATIONAL

JOHN W. LESLIE
LUCE FORWARD HAMILTON & SCRIPPS LLP
EMAIL ONLY
EMAIL ONLY, CA 00000
FOR: SHELL ENERGY NORTH AMERICA
L.P.

M. GRADY MATHAI-JACKSON
PACIFIC GAS & ELECTRIC COMPANY
EMAIL ONLY
EMAIL ONLY, CA 00000
FOR: PACIFIC GAS & ELECTRIC COMPANY

MATTHEW FREEDMAN
THE UTILITY REFORM NETWORK
EMAIL ONLY
EMAIL ONLY, CA 00000
FOR: THE UTILITY REFORM NETWORK

MIGNON MARKS
EXECUTIVE DIRECTOR
CALIF. SOLAR ENERGY INDUSTRIES ASSN.
EMAIL ONLY
EMAIL ONLY, CA 00000
FOR: CALIF. SOLAR ENERGY INDUSTRIES ASSN.

RICK NOGER
PRAXAIR PLAINFIELD, INC.
EMAIL ONLY
EMAIL ONLY, CA 00000
FOR: PRAXAIR PLAINFIELD, INC.

SHELDON KIMBER
SNR. V.P.-DEVELOPMENT NORTH AMERICA
RECURRENT ENERGY
EMAIL ONLY
EMAIL ONLY, CA 00000
LLC
FOR: RECURRENT ENERGY

TAM HUNT
HUNT CONSULTING
EMAIL ONLY
EMAIL ONLY, CA 00000
FOR: CLEAN COALITION (FORMERLY FIT)

LAURA WISLAND
UNION OF CONCERNED SCIENTISTS
EMAIL ONLY
EMAIL ONLY, CA 00000-0000
FOR: UNION OF CONCERNED SCIENTISTS

ANDREW LUSCZ
GLACIAL ENERGY OF CALIFORNIA
5326 YACHT HAVEN GRANDE BOX 36
ST THOMAS, VI 00802
FOR: GLACIAL ENERGY OF CALIFORNIA
LLC

RHONE RESCH
SOLAR ENERGY INDUSTRIES ASSOCIATION
575 7TH ST., NW, STE. 400
WASHINGTON, DC 20004-1612
FOR: SOLAR ENERGY INDUSTRIES ASSOCIATION

JAMES P. WHITE
TRANSCANADA CORPORATION
LLC
4547 RINCON PLACE
MONTCLAIR, VA 22025
FOR: CHINOOK POWER TRANSMISSION,
ENERGY,
LLC/ZEPHYR POWER TRANSMISSION, LLC

STEPHEN BURNAGE
SOLAR EXPRESS TRANSMISSION, LLC
EMAIL ONLY
EMAIL ONLY, NV 00000
FOR: SOLAR EXPRESS TRANSMISSION,

WILL PLAXICO
PROJECT DEVELOPMENT MGR
AXIO POWER, INC.
EMAIL ONLY
EMAIL ONLY, CA 00000
FOR: AXIO POWER, INC.

RANDALL W. HARDY
HARDY ENERGY CONSULTING
EMAIL ONLY
EMAIL ONLY, WA 00000-0000
FOR: RANDALL W. HARDY

DANIEL V. GULINO
RIDGWOOD POWER MANAGEMENT, LLC
14 PHILIPS PKWY
MONTVALE, NJ 07645-1811
FOR: RIDGWOOD POWER MANAGEMENT,

KEITH MCCREA
ATTORNEY AT LAW
SUTHERLAND, ASBILL & BRENNAN
1275 PENNSYLVANIA AVENUE, NW
WASHINGTON, DC 20004-2415
FOR: CA MANUFACTURERS & TECHNOLOGY
ASSN./LS POWER ASSOCIATES, L.P.

JEFF MEYER
PATHFINDER RENEWABLE WIND ENERGY,
LLC
2720 PARK STREET, STE. 222
JACKSONVILLE, FL 32205
FOR: PATHFINDER RENEWABLE WIND
LLC

TIM LOCASCIO
LIBERTY POWER CORP.
1901 W/ CYPRESS CREEK ROAD, STE. 600
FORT LAUDERDALE, FL 33309
FOR: LIBERTY POWER DELAWARE, LLC AND
LIBERTY POWER HOLDINGS, LLC

JOHN CASADONT
GENERAL COUNSEL
BLUE STAR ENERGY
363 WEST ERIE ST., STE. 700
CHICAGO, IL 60654
FOR: BLUE STAR ENERGY

JOHN KERN
BLUESTAR ENERGY SERVICES
363 ERDY ERIE STREET, 7TH FLOOR
CHICAGO, IL 60654
FOR: BLUESTAR ENERGY SERVICES

MADELON A. KUCHERA
ASSOC. GEN. COUNSEL - VP REGULATORY
BLUESTAR ENERGY SOLUTIONS
363 WEST ERIE STREET, SUITE 700
CHICAGO, IL 60654
FOR: BLUESTAR ENERGY SOLUTIONS

ERIN SZALSKOWSKI
CORPORATE COUNSEL
CLEAN LINE ENERGY PARTNERS, LLC
1001 MCKINNEY ST., STE. 700
HOUSTON, TX 77002
INC.
FOR: CENTENNIAL WEST CLEAN LINE, LLC

GRETCHEN SCHOTT
BP WIND ENERGY NORTH AMERICA INC.
700 LOUISIANA STREET, 33RD FLOOR
HOUSTON, TX 77002
FOR: BP WIND ENERGY NORTH AMERICA,

ANGELA GREGORY
DIR - WHOLESALE COMPLIANCE, U.S.
DIRECT ENERGY BUSINESS
12 GREENWAY PLAZA, STE. 600
HOUSTON, TX 77046
FOR: DIRECT ENERGY BUSINESS

KEVIN BOUDREAUX
ENERCAL USA
7660 WOODWAY DRIVE, STE 471A
HOUSTON, TX 77063
FOR: ENERCAL USA

TRACY PHILLIPS
TIGER NATURAL GAS
9450 GROGANS MILL, STE. 105
THE WOODLANDS, TX 77380
FOR: TIGER NATURAL GAS

KARA MORGAN
TRANSWEST EXPRESS LLC
555 SEVENTEENTH STREET, STE. 2400
DENVER, CO 80202
FOR: TRANSWEST EXPRESS, LLC

THOMAS LOQUVAM
SENIOR ATTORNEY
PINNACLE WEST CAPITAL CORPORATION
400 N. FIFTH STREET, MS 8695
PHOENIX, AZ 85004
FOR: ARIZONA PUBLIC SERVICE COMPANY

PETER ESPOSITO
CHIEF COMMERCIAL OFFICER
TRES AMIGAS, LLC
119 EAST MARCY ST., STE. 104
SANTA FE, NM 87501
FOR: TRES AMIGAS, LLC

DAVID SAUL
PACIFIC SOLAR & POWER CORPORATION
DEVELOPMENT
2850 W. HORIZON RIDGE PKWY, SUITE 200
HENDERSON, NV 89052
FOR: SOLEL, INC.

PAUL THOMSEN
DIR. - POLICY & BUSINESS
ORMAT TECHNOLOGIES INC.
6225 NEIL ROAD
RENO, NV 89511
FOR: ORMAT TECHNOLOGIES INC.

CAMILLE A. GOULET
GENERAL COUNSEL
LOS ANGELES COMMUNITY COLLEGE DISTRICT
770 WILSHIRE BOULEVARD
LOS ANGELES, CA 90017
FOR: LOS ANGELES COMMUNITY COLLEGE
DISTRICT

KELLY CAUVEL
BUILD-LACCD
915 WILSHIRE BOULEVARD
LOS ANGELES, CA 90017
FOR: LOS ANGELES COMMUNITY COLLEGE
DISTRICT

TOM HALL
INTERIM EXEC. DIR.-FACILITIES PLANNING
LOS ANGELES COMMUNITY COLLEGE DISTRICT
770 WILSHIRE BOULEVARD
LOS ANGELES, CA 90017
FOR: LOS ANGELES COMMUNITY COLLEGE
PUBLIC
DISTRICT

NORMAN A. PEDERSEN
HANNA AND MORTON LLP
444 S FLOWER ST., SUITE 1500
LOS ANGELES, CA 90071-2916
FOR: SOUTHERN CALIFORNIA GENERATION
COALITION / SOUTHERN CALIFORNIA
POWER AUTHORITY

DIANE MOSS
FOUNDER, SECRETARY OF THE BOARD
RENEWABLES 100 POLICY INSTITUTE
35316 MULHOLLAND HWY
MALIBU, CA 90265
FOR: RENEWABLES 100 POLICY INSTITUTE

MICHAEL MAZUR
PRINCIPAL
3 PHASES RENEWABLES, LLC
2100 SEPULVEDA BLVD, SUITE 38
MANHATTAN BEACH, CA 90266
FOR: 3 PHASES RENEWABLES/3 PHASES
ELECTRICAL CONSULTING

SUSAN MUNVES
ENERGY AND GREEN BLDG. PROG. ADMIN.
CITY OF SANTA MONICA
1212 5TH STREET, FIRST FLOOR
SANTA MONICA, CA 90401
FOR: CITY OF SANTA MONICA

ADAM GREEN
SOLARRESERVE
2425 OLYMPIC BLVD., STE. 500E
SANTA MONICA, CA 90404
FOR: SOLARRESERVE, LLC

MARK MCDANNEL
COUNTY SANITATION DISTRICT OF L.A.
DISTRICTS
1955 WORKMAN MILL ROAD
WHITTIER, CA 90601
FOR: COUNTY SANITATION DISTRICT OF LOS
ANGELES

MARK MCDANNEL
LOS ANGELES COUNTY SANITATION
DISTRICTS
1955 WORMAN MILL ROAD
WHITTIER, CA 90601
FOR: LOS ANGELES COUNTY SANITATION
DISTRICTS

INGER GOODMAN
COMMERCE ENERGY INC
1 CENTERPOINTE DRIVE, SUITE 350
LA PALMA, CA 90623-2520
FOR: COMMERCE ENERGY, INC.
INC.

ELIZABETH WRIGHT
OCCIDENTAL POWER SERVICES, INC.
111 WEST OCEAN BOULEVARD
LONG BEACH, CA 90802
FOR: OCCIDENTAL POWER SERVICES,
INC.

PAUL DELANEY
V.P.
AMERICAN UTILITY NETWORK (A.U.N.)
10705 DEER CANYON DRIVE
ALTA LOMA, CA 91737
FOR: AMERICAN UTILITY NETWORK
COMPANY

CATHY A. KARLSTAD
ATTORNEY
SOUTHERN CALIFORNIA EDISON COMPANY
2244 WALNUT GROVE AVE.
ROSEMEAD, CA 91770
FOR: SOUTHERN CALIFORNIA EDISON

KEITH SWITZER
VP REGULATORY AFFAIRS
GOLDEN STATE WATER COMPANY
630 EAST FOOTHILL BLVD.
SAN DIMAS, CA 91773-9016
FOR: GOLDEN STATE WATER COMPANY

CHERYL PONDS
OFFICE OF THE CITY ATTORNEY
276 FOURTH AVENUE
CHULA VISTA, CA 91910
FOR: THE CITY OF CHULA VISTA

MARY C. HOFFMAN
PRESIDENT
SOLUTIONS FOR UTILITIES, INC.
1192 SUNSET DRIVE
VISTA, CA 92081
FOR: SOLUTIONS FOR UTILITIES, INC.

AIMEE M. SMITH
SEMPRA ENERGY
101 ASH STREET, HQ-12
SAN DIEGO, CA 92101
FOR: SAN DIEGO GAS AND ELECTRIC CO.

DANIEL A. KING
SEMPRA GENERATION
101 ASH STREET, HQ 14
SAN DIEGO, CA 92101
FOR: SEMPra GENERATION

FREDERICK M. ORTLIEB
OFFICE OF CITY ATTORNEY
CITY OF SAN DIEGO
1200 THIRD AVENUE, SUITE 1100
SAN DIEGO, CA 92101
FOR: CITY OF SAN DIEGO

THOMAS CORR
LAW OFFICE OF THOMAS CORR
618 W. LEWIS STREET
520
SAN DIEGO, CA 92103
FOR: NOBLE AMERICAS ENERGY SOLUTIONS,
LLC

THOMAS R. DARTON
PILOT POWER GROUP, INC. (1365)
8910 UNIVERSITY CENTER LANE, STE.
SAN DIEGO, CA 92122
FOR: PILOT POWER GROUP, INC.

ROGER KROPKE
BEAR VALLEY ELECTRIC SERVICE
(909)
PO BOX 1547
BIG BEAR LAKE, CA 92315
FOR: BEAR VALLEY ELECTRIC SERVICE

GLORIA BRITTON
ANZA ELECTRIC COOPERATIVE, INC.
PO BOX 391909 / 58470 HWY 371
ANZA, CA 92539
FOR: ANZA ELECTRIC COOPERATIVE

PHILLIP REESE
C/O REESE-CHAMBERS SYSTEMS CONSULTANTS,
PO BOX 8
3379 SOMIS ROAD
SOMIS, CA 93066
FOR: THE CALIFORNIA BIOMASS ENERGY
ALLIANCE

ANDREA MORRISON
MARKET DEVELOPMENT REGIONAL DIR.
DIRECT ENERGY SERVICES, LLC
415 DIXON STREET
ARROYO GRANDE, CA 93420
FOR: DIRECT ENERGY SERVICES, LLC

TOM WHEELER
SUPERVISOR - DISTRICT 5
MADERA COUNTY BOARD OF SUPERVISORS
200 W. FOURTH STREET
MADERA, CA 93637
FOR: COUNTY OF MADERA

JOSEPH LANGENBERG
CENTRAL CALIFORNIA POWER
5125 NORTH MARTY AVENUE, NO.324
FRESNO, CA 93711

DAVID ORTH
SAN JOAQUIN VALLEY POWER AUTHORITY
ADMIN OFF @KINGS RIVER CONSERV DISTRICT
4886 EAST JENSEN AVENUE
FRESNO, CA 93725
FOR: SAN JOAQUIN VALLEY POWER
AUTHORITY/KING'S RIVER CONSERVATION
DISTRICT

CRAIG LEWIS
RIGHTCYCLE ENTERPRISES
16 PALM CT
MENLO PARK, CA 94025
FOR: RIGHTCYCLE

SUE MARA
CONSULTANT
RTO ADVISORS, LLC
164 SPRINGDALE WAY
REDWOOD CITY, CA 94062
UTILITY
FOR: RETAIL ENERGY SUPPLY ASSOCIATION
(RESA)

MARC D. JOSEPH
ADAMS, BROADWELL, JOSEPH & CARDOZO
601 GATEWAY BLVD., STE. 1000
SOUTH SAN FRANCISCO, CA 94080
FOR: COALITION OF CALIFORNIA
EMPLOYEES

DIANA L. LEE
CALIF PUBLIC UTILITIES COMMISSION
LEGAL DIVISION
ROOM 4107
RM. 234
505 VAN NESS AVENUE
SAN FRANCISCO, CA 94102-3214
FRANCISCO
FOR: DRA

JEANNE M. SOLE
DEPUTY CITY ATTORNEY
CITY AND COUNTY OF SAN FRANCISCO
1 DR. CARLTON B. GOODLETT PLACE,
SAN FRANCISCO, CA 94102-4682
FOR: CITY AND COUNTY OF SAN

NORMAN J. FURUTA
ASSOC. COUNSEL - REG LAW
FEDERAL EXECUTIVE AGENCIES
1850
DEPT OF THE NAVY
1455 MARKET ST., SUITE 1744
AND
SAN FRANCISCO, CA 94103-1399
FOR: FEDERAL EXECUTIVE AGENCIES

NORA SHERIFF
ALCANTAR & KAHL
33 NEW MONTGOMERY STREET, SUITE
SAN FRANCISCO, CA 94105
FOR: FIRST SOLAR, ENERGY PRODUCERS
USERS COALITION.

WILLIAM H. BOOTH
ATTORNEY AT LAW
LAMPREY
ALCANTAR & KAHL
33 NEW MONTGOMERY ST., STE. 1850
SAN FRANCISCO, CA 94105
FOR: RIDGEWOOD RENEWABLE POWER, LLC AND
CORPORATION
RIDGEWOOD OLINDA, LLC/CALIFORNIA LARGE
ENERGY CONSUMERS ASSOCIATION (CLECA)

JAMES D. SQUERI
ATTORNEY AT LAW
GOODIN, MACBRIDE, SQUERI, DAY & LAMPREY
LAMPREY LLP
505 SANSOME STREET, SUITE 900
SAN FRANCISCO, CA 94111
FOR: POWEREX CORPORATION

NANCY L. MURRAY
ATTORNEY AT LAW
NATURENER USA, LLC.
394 PACIFIC AVENUE, SUITE 300
SAN FRANCISCO, CA 94111
FOR: NATURENER USA, LLC

SUZY HONG
ATTORNEY AT LAW
GOODIN MACBRIDE SQUERI DAY & LAMPREY
505 SANSOME STREET, SUITE 900
SAN FRANCISCO, CA 94111
FOR: TERRA-GEN POWER, LLC

DAVID L. HUARD
MANATT, PHELPS & PHILLIPS, LLP
ONE EMBARCADERO CENTER, STE 2900
SAN FRANCISCO, CA 94111-3736
FOR: COUNTY OF LOS ANGELES

(SES)

NICOLE SHAUGHNESSY
MANAGING DIR.
EVOLUTION MARKETS
101 CALIFORNIA STREET, STE. 2750
SAN FRANCISCO, CA 94111-5802
FOR: EVOLUTION MARKETS, INC.

BRIAN T. CRAGG
GOODIN, MACBRIDE, SQUERI, DAY &
505 SANSOME STREET, SUITE 900
SAN FRANCISCO, CA 94111
FOR: INDEPENDENT ENERGY PRODUCERS
ASSOCIATION (IEPA)/CAITHNESS

JEANNE B. ARMSTRONG
ATTORNEY
GOODIN MACBRIDE SQUERI DAY &
505 SANSOME STREET, SUITE 900
SAN FRANCISCO, CA 94111
FOR: SOLAR ALLIANCE

SETH D. HILTON
STOEL RIVES, LLP
555 MONTGOMERY ST., SUITE 1288
SAN FRANCISCO, CA 94111
FOR: DUKE ENERGY

VIDHYA PRABHAKARAN
DAVIS WRIGHT & TREMAINE LLP
505 MONTGOMERY STREET, SUITE 800
SAN FRANCISCO, CA 94111
FOR: THE LEAF EXCHANGE, LLC

TODD EDMISTER
ATTORNEY AT LAW
BINGHAM MCCUTCHEN LLP
THREE EMBARCADERO CENTER
SAN FRANCISCO, CA 94111-4067
FOR: STIRLING ENERGY SYSTEMS, INC.

JOSEPH M. KARP
ATTORNEY AT LAW
WINSTON & STRAWN LLP
101 CALIFORNIA STREET, 39TH FLOOR
SAN FRANCISCO, CA 94111-5894
FOR: CALIFORNIA WIND ENERGY
ASSN./ABENGOA SOLAR INC./AUSRA INC
BRIGHTSOURCE ENERGY INC.

ATTORNEY AT LAW
DAVIS WRIGHT TREMAINE LLP
505 MONTGOMERY STREET, SUITE 800
SAN FRANCISCO, CA 94111-6533
FOR: CALIFORNIA LARGE ENERGY CONSUMERS
ASSOCIATION

DAVIS WRIGHT TREMAINE, LLP
505 MONTGOMERY STREET, SUITE 800
SAN FRANCISCO, CA 94111-6533
FOR: CALPINE POWER AMERICA-CA, LLC

ROBERT B. GEX
ATTORNEY AT LAW,
DAVIS WRIGHT TREMAINE LLP
505 MONTGOMERY STREET, SUITE 800
SAN FRANCISCO, CA 94111-6533
FOR: REPUBLIC CLOVERLEAF SOLAR LLC

STEVEN F. GREENWALD
ATTORNEY AT LAW
DAVIS WRIGHT TREMAINE LLP
505 MONTGOMERY STREET, SUITE 800
SAN FRANCISCO, CA 94111-6533
FOR: NEWBERRY GEOTHERMAL LLC /
DAVENPORT NEWBERRY HOLDINGS, LLC /
NORTHWEST ENERGY SYSTEMS CO./IDAHO

WIND

PARTNERS 1, LLC

SARA STECK MYERS
ATTORNEY AT LAW
122 28TH AVE.
SAN FRANCISCO, CA 94121
FOR: CENTER FOR ENERGY EFFICIENCY AND
RENEWABLE TECHNOLOGIES

ROBIN QUARRIER
COUNSEL
CENTER FOR RESOURCE SOLUTIONS
1012 TORNEY AVENUE, 2ND FL.
SAN FRANCISCO, CA 94129
FOR: CENTER FOR RESOURCE SOLUTIONS

GABE PETLIN
3DEGREES
38 KEYES AVE., STE. 300
SAN FRANCISCO, CA 94129-1757

TAM HUNT
ATTORNEY
HUNT CONSULTING
2 PALO ALTO SQUARE
PALO ALTO, CA 94306
FOR: RIGHTCYCLE

KERRY HATTEVIK
DIRECTOR OF REG. AND MARKET AFFAIRS
NEXTERA ENERGY RESOURCES
829 ARLINGTON BLVD.
EL CERRITO, CA 94530
FOR: NEXTERA ENERGY RESOURCES

JASON B. KEYES
KEYES & FOX LLP
436 14TH ST., STE. 1305
OAKLAND, CA 94612
FOR: SUNEDISON

KEVIN T. FOX
KEYES & FOX LLP
436 14TH STREET, SUITE 1305
OAKLAND, CA 94612
FOR: SILVERADO POWER, LLC
COUNCIL

SKY STANFIELD
KEYES & FOX LLP
436 14TH ST., STE. 1305
OAKLAND, CA 94612
FOR: INTERSTATE RENEWABLE ENERGY

ZEYNEP ERDAL
CAL. WASTEWATER CLIMATE CHANGE GROUP
155 GRAND AVE., STE. 1000
OAKLAND, CA 94612
FOR: CALIFORNIA WASTEWATER CLIMATE
CALIFORNIA
CHANGE GROUP

PATRICK VAN BEEK
COMMERCIAL ENERGY OF CALIFORNIA
7677 OAKPORT STREET, STE. 525
OAKLAND, CA 94621
FOR: COMMERCIAL ENERGY OF

GREGG MORRIS
DIRECTOR
GREEN POWER INSTITUTE
2039 SHATTUCK AVE., SUITE 402
BERKELEY, CA 94704
OF
FOR: GREEN POWER INSTITUTE

NEAL DE SNOO
CITY OF BERKELEY
2180 MILVIA STREET, 2ND FLOOR
BERKELEY, CA 94704
FOR: EAST BAY POWER AUTHORITY/CITY
BERKELEY

CLYDE MURLEY
CONSULTANT TO NRDC
1031 ORDWAY STREET
ALBANY, CA 94706
FOR: THE COMMUNITY COLLEGE LEAGUE OF
CALIFORNIA
COUNCIL

R. THOMAS BEACH
PRINCIPAL CONSULTANT
CROSSBORDER ENERGY
2560 NINTH STREET, SUITE 213A
BERKELEY, CA 94710-2557
FOR: THE CALIFORNIA COGENERATION

ELIZABETH RASMUSSEN
PROJECT MGR./REG. AND LEGAL COUNSEL
MARIN ENERGY AUTHORITY
781 LINCOLN AVENUE, SUITE 320
SAN RAFAEL, CA 94901
FOR: MARIN ENERGY AUTHORITY

ROY PHILLIPS
PRESIDENT / CEO
REP ENERGY, INC.
40 MARK DRIVE
SAN RAFAEL, CA 94903
FOR: REP ENERGY, INC.

JAMES WEIL
DIRECTOR
AGLET CONSUMER ALLIANCE
PO BOX 866
NOVATO, CA 94948
FOR: AGLET CONSUMER ALLIANCE

MAHLON ALDRIDGE
VP - STRATEGIC DEVELOPMENT
ECOLOGY ACTION
877 CEDAR STREET, STE. 240
SANTA CRUZ, CA 95060
FOR: ECOLOGY ACTION

L. JAN REID
COAST ECONOMIC CONSULTING
3185 GROSS ROAD
INC.
SANTA CRUZ, CA 95062
FOR: L. JAN REID

MICHAEL E. BOYD
PRESIDENT
CALIFORNIANS FOR RENEWABLE ENERGY,
5439 SOQUEL DRIVE
SOQUEL, CA 95073
FOR: CALIFORNIANS FOR RENEWABLE
ENERGY, INC.

JOHN R. REDDING
ARCTURUS ENERGY CONSULTING
44810 ROSEWOOD TERRACE
DIST
MENDOCINO, CA 95460
FOR: SILICON VALLEY MANUFACTURERS GROUP

CHRISTIANA DARLINGTON
GENERAL COUNSEL
PLACER COUNTY AIR POLLUTION CONTROL

175 FULWEILER AVE.
AUBURN, CA 95603
FOR: PLACER COUNTY AIR POLLUTION
CONTROL DISTRICT

JUDITH SANDERS
CALIFORNIA ISO
151 BLUE RAVINE ROAD
FOLSOM, CA 95630
FOR: CALIFORNIA INDEPENDENT SYSTEM
OPERATORS

KELLY M. FOLEY
ATTORNEY
THE VOTE SOLAR INITIATIVE
2089 TRACY COURT
FOLSOM, CA 95630
FOR: THE VOTE SOLAR INITIATIVE

CAROLYN KEHREIN
ENERGY MANAGEMENT SERVICES
2602 CELEBRATION WAY
WOODLAND, CA 95776
FOR: ENERGY USERS FORUM

ASSOCIATION

DAVID A. BISCHSEL
PRESIDENT
CALIFORNIA FORESTRY ASSOCIATION
1215 K STREET, SUITE 1830
SACRAMENTO, CA 95814
FOR: CALIFORNIA FORESTRY

JAN MCFARLAND
CAEATFA
915 CAPITOL MALL, RM. 468
SACRAMENTO, CA 95814
FOR: AMERICANS FOR SOLAR POWER

JIM METROPULOS
SR. ADVOCATE
SIERRA CLUB CALIFORNIA
801 K STREET, SUITE 2700
SACRAMENTO, CA 95814
FOR: SIERRA CLUB CALIFORNIA

JUSTIN C. WYNNE
ATTORNEY AT LAW
BRAUN BLAISING MCLAUGHLIN, P.C.
915 L STREET, SUITE 1270
SACRAMENTO, CA 95814
FOR: CALIFORNIA MUNICIPAL UTILITIES
ASSOCIATION

SCOTT BLAISING
BRAUN BLAISING MCLAUGHLIN, P.C.
915 L STREET, SUITE 1270
SACRAMENTO, CA 95814
FOR: CITY OF CERRITOS

RONALD LIEBERT
ATTORNEY AT LAW
L.L.P.
ELLISON SCHNEIDER & HARRIS LLP
2600 CAPITOL AVENUE, STE. 400
SACRAMENTO, CA 95816
FOR: NV ENERGY, INC.

SAMANTHA G. POTTENGER
ELLISON, SCHNEIDER AND HARRIS

2600 CAPITOL AVENUE, SUITE 400
SACRAMENTO, CA 95816
FOR: FORTISTAR METHANE GROUP

ANDREW B. BROWN
ELLISON SCHNEIDER & HARRIS, L.L.P.
2600 CAPITOL AVENUE, SUITE 400
SACRAMENTO, CA 95816-5905
FOR: CONSTELLATION NEWENERGY,
INC./ALLIANCE FOR RETAIL ENERGY MARKETS

DOUGLAS K. KERNER
ATTORNEY AT LAW
ELLISON, SCHNEIDER & HARRIS, LLP
2600 CAPITOL AVENUE, SUITE 400
SACRAMENTO, CA 95816-5905
FOR: SIERRA PACIFIC INDUSTRIES

JEDEDIAH J. GIBSON
ATTORNEY AT LAW
ELLISON SCHNEIDER & HARRIS LLP
2600 CAPITOL AVENUE, SUITE 400
SACRAMENTO, CA 95816-5905
FOR: SIERRA PACIFIC POWER
COMPANY/PACIFICORP.

LYNN M. HAUG
ELLISON, SCHNEIDER & HARRIS, L.L.P.
2600 CAPITOL AVENUE, SUITE 400
SACRAMENTO, CA 95816-5931
FOR: FUELCELL ENERGY, INC.

WILLIAM W. WESTERFIELD III
SR. ATTORNEY - OFF. OF GEN. COUNSEL
SACRAMENTO MUNICIPAL UTILITY DISTRICT
6201 S STREET, M.S. B402
SACRAMENTO, CA 95817
FOR: SACRAMENTO MUNICIPAL UTILITY
DISTRICT

KRISTIN BURFORD
LARGE-SCALE SOLAR ASSOCIATION
2501 PORTOLA WAY
SACRAMENTO, CA 95818
FOR: LARGE-SCALE SOLAR ASSOCIATION

KAREN NORENE MILLS
ATTORNEY AT LAW
PROCESSORS
CALIFORNIA FARM BUREAU FEDERATION
250
2300 RIVER PLAZA DRIVE
SACRAMENTO, CA 95833
FOR: CALIFORNIA FARM BUREAU FEDERATION

ROB NEENAN
CALIFORNIA LEAGUE OF FOOD
1755 CREEKSIDE OAKS DRIVE, SUITE
SACRAMENTO, CA 95833
FOR: CALIFORNIA LEAGUE OF FOOD
PROCESSORS

ANN L. TROWBRIDGE
DAY CARTER & MURPHY LLP
3620 AMERICAN RIVER DRIVE, SUITE 205
SACRAMENTO, CA 95864
FOR: AGRICULTURAL ENERGY CONSUMERS
ASSOCIATION

PETER EICHLER
CALIFORNIA PACIFIC ELECTRIC COMPANY
933 ELOISE AVENUE
SOUTH LAKE TAHOE, CA 96150
FOR: CALIFORNIA PACIFIC ELECTRIC
COMPANY (CALPECO)

KEVIN A. LYNCH
IBERDROLA RENEWABLES INC
1125 NW COUCH ST., SUITE 700
PORTLAND, OR 97209
FOR: IBERDROLA RENEWABLES, INC.
ADMINISTRATION

J. COURTNEY OLIVE
ATTORNEY-ADVISOR
BONNEVILLE POWE ADMINISTRATION
905 NE 11TH AVE
PORTLAND, OR 97217
FOR: BONNEVILLE POWER

(BPA)

MARY WIENCKE
PACIFICORP
825 N. E. MULTNOMAH, SUITE 1800
PORTLAND, OR 97232
FOR: PACIFICORP

PAUL BRACHVOGEL
GEN. COUNSEL
PU DISTRICT NO.1 OF COWLITZ COUNTY
961 12TH AVENUE / PO BOX 3007
LONGVIEW, WA 98632
FOR: PUBLIC UTILITY DISTRICT NO.1

KIM MOORE
ARGUS MEDIA
EMAIL ONLY
EMAIL ONLY, UK 000 000
UNITED KINGDOM

NANCY NORRIS
POWEREX CORPORATION
EMAIL ONLY
EMAIL ONLY, BC 000 000
CANADA

AMBER RIESENHUBER
ENERGY ANALYST
INDEPENDENT ENERGY PRODUCERS ASSOC.
EMAIL ONLY
EMAIL ONLY, CA 00000

AMY FREES
THIRD PLANET WINDPOWER, LLC
EMAIL ONLY
EMAIL ONLY, CA 00000

ARI CITRIN
PROSOLIA SOLAR, CFO NORTH AMERICA
EMAIL ONLY
EMAIL ONLY, CA 00000

BEN REES
EVOLUTION MARKETS, INC.
EMAIL ONLY
EMAIL ONLY, CA 00000

BILLY BLATTNER
SAN DIEGO GAS & ELECTRIC COMPANY
EMAIL ONLY
EMAIL ONLY, CA 00000

BRYAN MILLER
CONSTELLATION ENERGY
EMAIL ONLY
EMAIL ONLY, CA 00000

CAITLIN COLLINS LIOTIRIS
ENERGY STRATEGIES, LLC
EMAIL ONLY
EMAIL ONLY, UT 00000

CARLOS LAMAS-BABBINI
COMVERGE, INC.
EMAIL ONLY
EMAIL ONLY, CA 00000

CHARLIE BUCK
CALIF. CENTER FOR SUSTAINABLE ENERGY
EMAIL ONLY
EMAIL ONLY, CA 00000

DAVID E. MORSE
EMAIL ONLY
EMAIL ONLY, CA 00000

DAVID TOWNLEY
US SALES & MARKETING
AFFAIRS
INFINIA CORPORATION
EMAIL ONLY
EMAIL ONLY, WA 00000

DIANE I. FELLMAN
DIRECTOR, REGULATORY & GOV'T
NRG WEST & SOLAR
EMAIL ONLY
EMAIL ONLY, CA 00000

DOCKET COORDINATOR
EMAIL ONLY
EMAIL ONLY, CA 00000

DOUG DAVIE
WELLHEAD ELECTRIC
EMAIL ONLY
EMAIL ONLY, CA 00000

ELAINE SISON-LEBRILLA
SACRAMENTO MUNICIPAL UTILITY DISTRICT
EMAIL ONLY
EMAIL ONLY, CA 00000

ELIZABETH HADLEY
REDDING ELECTRIC UTILITY
EMAIL ONLY
EMAIL ONLY, CA 00000

ERIN GRIZARD
BLOOM ENERGY, INC.
EMAIL ONLY
EMAIL ONLY, CA 00000

FREEMAN S. HALL
SOLAR ELECTRIC SOLUTIONS, LLC
EMAIL ONLY
EMAIL ONLY, CA 00000

GENE THOMAS
ECOLOGY ACTION
EMAIL ONLY
EMAIL ONLY, CA 00000

GREGG FISHMAN
ECOLOGY ACTION
EMAIL ONLY
EMAIL ONLY, CA 00000

GREGORY S.G. KLATT
DOUGLASS & LIDDELL
EMAIL ONLY
EMAIL ONLY, CA 00000

GWENNETH O'HARA
CALIFORNIA POWER LAW GROUP
EMAIL ONLY
EMAIL ONLY, CA 00000

HANNON RASOOL
SAN DIEGO GAS & ELECTRIC COMPNAY
EMAIL ONLY
EMAIL ONLY, CA 00000

HARRY SINGH
GOLDMAN SACHS & CO.
EMAIL ONLY
EMAIL ONLY, CA 00000

HUGH YAO
SOUTHERN CALIFORNIA GAS COMPANY
EMAIL ONLY
EMAIL ONLY, CA 00000

JAN MCFAR
EMAIL ONLY
EMAIL ONLY, CA 00000

JAN PEPPER
ELECTRIC DIV., MGR.
SILICON VALLEY POWER
EMAIL ONLY
EMAIL ONLY, CA 00000

JANICE LIN
MANAGING PARTNER
STRATEGEN CONSULTING LLC
EMAIL ONLY
EMAIL ONLY, CA 00000

JOHN BARNES
PRESIDENT / CEO
SOLAR LAND PARTNERS, INC.
EMAIL ONLY
EMAIL ONLY, CA 00000

JOSH RICHMAN
BLOOM ENERGY CORPORATION
EMAIL ONLY
EMAIL ONLY, CA 00000

JULIANNE SPEARS
ORRICK HERRINGTON & SUTCLIFFE, LLP
EMAIL ONLY
EMAIL ONLY, CA 00000

KELLY GIDDENS
ORRICK HERINTON & SUTCLIFFE
EMAIL ONLY
EMAIL ONLY, CA 00000

KENNETH SAHM WHITE
CLEAN COALITION
EMAIL ONLY
EMAIL ONLY, CA 00000

KEVIN CHEN
TRINA SOLAR
EMAIL ONLY
EMAIL ONLY, CA 00000

LAUREN ROHDE
PACIFIC GAS AND ELECTRIC COMPANY
EMAIL ONLY
EMAIL ONLY, CA 00000

LESLIE E. SHERMAN
ORRICK, HERRINGTON & SUTCLIFFE LLP
EMAIL ONLY
EMAIL ONLY, CA 00000

LON W. HOUSE, PH.D
WEC
EMAIL ONLY
EMAIL ONLY, CA 00000

LUKE SOULE
KOMODO ENTERPRISES, INC.
EMAIL ONLY
EMAIL ONLY, CA 00000

MARCUS V. DA CUNHA
EMAIL ONLY
EMAIL ONLY, CA 00000

MARGARET BRUCE
ECOLOGY ACTION
EMAIL ONLY
EMAIL ONLY, CA 00000

MARJORIE OXSEN
CALPINE CORPORATION
DEPT.
EMAIL ONLY
EMAIL ONLY, CA 00000

MARK FRAZEE
CITY OF ANAHEIM-PUBLIC UTILITIES
EMAIL ONLY
EMAIL ONLY, CA 00000

MARK ROBERTS
SUNLIGHT PARTNERS, LLC
EMAIL ONLY
EMAIL ONLY, AZ 00000

MATT MILLER
DEVELOPMENT ANALYST
RECURRENT ENERGY
EMAIL ONLY
EMAIL ONLY, CA 00000

MEGAN COX
CALIFORNIA POWER LAW GROUP
EMAIL ONLY
EMAIL ONLY, CA 00000

MELISSA P. MARTIN
STATESIDE ASSOCIATES
EMAIL ONLY
EMAIL ONLY, CA 00000

MICHAEL BASS
ESOLAR, INC.
DISTRICT
EMAIL ONLY
EMAIL ONLY, CA 00000

MICHAEL DEANGELIS
SACRAMENTO MUNICIPAL UTILITY
EMAIL ONLY
EMAIL ONLY, CA 00000

MICHAEL WHEELER
RECURRENT ENERGY
EMAIL ONLY
EMAIL ONLY, CA 00000

NEDRA YOUNG
WINTEC ENERGY, LTD
EMAIL ONLY
EMAIL ONLY, CA 00000

NEIL BLACK
CALIFORNIA BIOENERGY LLC
DISTRICT
EMAIL ONLY
EMAIL ONLY, NY 00000

OBADIAH BARTHOLOMY
SACRAMENTO MUNICIPAL UTILITY
EMAIL ONLY
EMAIL ONLY, CA 00000

RICHARD SMITH
SAN FRANCISCO WATER, POWER & SEWER
EMAIL ONLY
EMAIL ONLY, CA 00000

ROB LONGNECKER
CLEAN COALITION
EMAIL ONLY
EMAIL ONLY, CA 00000

ROSS BUCKENHAM
CALIFORNIA BIOENERGY LLC
EMAIL ONLY
EMAIL ONLY, TX 00000

RYAN HEIDARI
ENDIMENSIONS LLC
EMAIL ONLY
EMAIL ONLY, CA 00000

SARA BIRMINGHAM
DIRECTOR - WESTERN POLICY
THE SOLAR ALLIANCE
EMAIL ONLY
EMAIL ONLY, CA 00000

SEAN GALLAGHER
MANAGING DIRECTOR-GOV'T RELATIONS
K ROAD POWER
EMAIL ONLY
EMAIL ONLY, CA 00000

SEAN P. BEATTY
DIRECTOR-WEST REGULATORY AFFAIRS
GENON ENERGY, INC.
EMAIL ONLY
EMAIL ONLY, CA 00000

SHANNON EDDY
LARGE-SCALE SOLAR ASSOCIATION
EMAIL ONLY
EMAIL ONLY, CA 00000

SHIVANI BALLESTEROS
SAN DIEGO GAS & ELECTRIC COMPANY
EMAIL ONLY
EMAIL ONLY, CA 00000

SIOBHAN DOHERTY
FRV, INC.
EMAIL ONLY
EMAIL ONLY, CA 00000

SNULLER PRICE
ENERGY AND ENVIRONMENTAL ECONOMICS
EMAIL ONLY
EMAIL ONLY, CA 00000

STEPHANIE C. CHEN
ATTORNEY
THE GREENLINING INSTITUTE
EMAIL ONLY
EMAIL ONLY, CA 00000

STEVEN KELLY
INDEPENDENT ENERGY PRODUCERS ASSOCIATION
EMAIL ONLY
EMAIL ONLY, CA 00000

STEVEN ZHU
TRINA SOLAR
EMAIL ONLY
EMAIL ONLY, CA 00000

THADEUS B. CULLEY
KEYES & FOX, LLP
DISTRICT
EMAIL ONLY
EMAIL ONLY, CA 00000

TIMOTHY N. TUTT
SACRAMENTO MUNICIPAL UTILITIES
EMAIL ONLY
EMAIL ONLY, CA 00000

TODD JOHANSEN
DEVELOPMENT ANALYST
RECURRENT ENERGY
EMAIL ONLY
EMAIL ONLY, CA 00000

VALERIE J. WINN
PACIFIC GAS & ELECTRIC COMPANY
EMAIL ONLY
EMAIL ONLY, CA 00000

WILLIAM S. KAMMERER
CLEAN COALITION (FORMERLY FIT)
EMAIL ONLY
EMAIL ONLY, CA 00000

MRW & ASSOCIATES, LLC
EMAIL ONLY
EMAIL ONLY, CA 00000

SILVERADO POWER LLC
COMMISSION
EMAIL ONLY
EMAIL ONLY, CA 00000

CALIFORNIA PUBLIC UTILITIES
EMAIL ONLY
EMAIL ONLY, CA 00000

ART RIVERA
RENEWABLE TECHCOM
EMAIL ONLY
EMAIL ONLY, CA 00000-0000

CURTIS KEBLER
SEMPRA GENERATION
EMAIL ONLY
EMAIL ONLY, CA 00000-0000

CYNTHIA A. BRADY
SENIOR COUNSEL
CONSTELLATION ENERGY GROUP INC
EMAIL ONLY
EMAIL ONLY, IL 00000-0000

CYNTHIA FONNER BRADY
SENIOR COUNSEL
CONSTELLATION NEW ENERGY, INC.
EMAIL ONLY
EMAIL ONLY, IL 00000-0000

DEREK DENNISTON
EMAIL ONLY
EMAIL ONLY, CA 00000-0000

G. PATRICK STONER
PROGRAM DIRECTOR
LOCAL GOVERNMENT COMMISSION
EMAIL ONLY
EMAIL ONLY, CA 00000-0000

IAN MCGOWAN
MANAGER - REGULATORY AFFAIRS
3DEGREES
EMAIL ONLY
EMAIL ONLY, CA 00000-0000

JENNIFER BARNES
NAVIGANT CONSULTING, INC.
EMAIL ONLY
EMAIL ONLY, CA 00000-0000

JIM STACK, PH.D.
RESOURCE PLANNER
CITY OF PALO ALTO UTILITIES
EMAIL ONLY
EMAIL ONLY, CA 00000-0000

JUDY PAU
DAVIS WRIGHT TREMAINE LLP
EMAIL ONLY
EMAIL ONLY, CA 00000-0000

LILY M. MITCHELL
HANNA AND MORTON LLP
EMAIL ONLY
EMAIL ONLY, CA 00000-0000

MARK STOUT
MERIDIAN ENERGY USA, INC
EMAIL ONLY
EMAIL ONLY, CA 00000-0000

MARTIN HOMECE
REDWOOD RENEWABLES/CARE
EMAIL ONLY
EMAIL ONLY, CA 00000-0000

MOHAN NIROULA
CALIF DEPT OF WATER RESOURCES
EMAIL ONLY
EMAIL ONLY, CA 00000-0000

NANCY RADER
EXECUTIVE DIRECTOR
CALIFORNIA WIND ENERGY ASSOCIATION
EMAIL ONLY
EMAIL ONLY, CA 00000-0000
FOR: CALIFORNIA WIND ENERGY ASSOCIATION

PETER BLOOD
COLUMBIA ENERGY PARTNERS, LLC
EMAIL ONLY
EMAIL ONLY, WA 00000-0000

POLLY SHAW
SUNTECH AMERICA, INC.
EMAIL ONLY
EMAIL ONLY, CA 00000-0000

RICHARD F. CHANDLER
BP SOLAR
EMAIL ONLY
EMAIL ONLY, MA 00000-0000

RICHARD W. RAUSHENBUSH
EMAIL ONLY
EMAIL ONLY, CA 00000-0000

ROBIN J. WALTHER
EMAIL ONLY
EMAIL ONLY, CA 00000-0000

RYAN PLETKA
RENEWABLE ENERGY PROJECT MANAGER
BLACK & VEATCH
EMAIL ONLY
EMAIL ONLY, CA 00000-0000

SHAUN HALVERSON
PACIFIC GAS AND ELECTRIC COMPANY
EMAIL ONLY
EMAIL ONLY, CA 00000-0000

SHERIDAN J. PAUKER
WILSON SONSINI GOODRICH & ROSATI
EMAIL ONLY
EMAIL ONLY, CA 00000-0000

TED KO
ASSOCIATE EXECUTIVE DIRECTOR
CLEAN COALITION (FORMERLY FIT)
EMAIL ONLY
EMAIL ONLY, CA 00000-0000

THOMAS HOBSON
GE ENERGY
EMAIL ONLY
EMAIL ONLY, CA 00000-0000

DAVIS WRIGHT TREMAINE, LLC
EMAIL ONLY
EMAIL ONLY, CA 00000-0000

COOL EARTH SOLAR
EMAIL ONLY
EMAIL ONLY, CA 00000-0000

TRACY REID
FUELCELL ENERGY, INC.
3 GREAT PASTURE ROAD
DANBURY, CT 06810

KAREN KOCHONIES
MORGAN STANLEY
2000 WESTCHESTER AVE., 1ST FLOOR
PURCHASE, NY 10577

MORGAN HANSEN
MORGAN STANLEY - COMMODITIES
2000 WESTCHESTER AVE., 1ST FLOOR
PURCHASE, NY 10577

NICHOLE FABRI ZANDOLI
PRESIDENT
CLEAR ENERGY BROKERAGE & CONSULTING LLC
403 PARKSIDE AVENUE
BROOKLYN, NY 11226

CATHERINE M. KRUPKA
LS POWER ASSOCIATES, L.P.
1275 PENNSYLVANIA AVE., NW
WASHINGTON, DC 20004

ALEXANDRA KONIECZNY
SUTHERLAND ASHBILL & BRENNAN
CONSULTANTS
1275 PENNSYLVANIA AVENUE, NW
WASHINGTON, DC 20004-2415

TODD JAFFE
ENERGY BUSINESS BROKERS AND
3420 KEYSER ROAD
BALTIMORE, MD 21208

RONALD M. CERNIGLIA
DIRECTOR- NATIONAL ADVOCACY
DIRECT ENERGY SERVICES, LLC
600
7240 RYEHILL DR.
CARY, NC 27519-1570

DEE ANNA BODINE
LIBERTY POWER HOLDINGS LLC
1901 W. CYPRESS CREEK ROAD, STE.
FORT LAUDERDALE, FL 33309

SAMARA M. RASSI
REGULATORY AFFAIRS ANALYST
FELLON-MCCORD & ASSOCIATES
10200 FOREST GREEN BLVD., STE. 601
LOUISVILLE, KY 40223-5183

CATHY S. WOOLLUMS
MIDAMERICAN ENERGY HOLDINGS COMPANY
106 EAST SECOND STREET
DAVENPORT, IA 52801

JASON ABIECUNAS
BLACK & BEATCH GLOBAL RENEWABLE ENERGY
RENEWABLE ENERGY CONSULTANT
11401 LAMAR
OVERLAND PARK, KS 66211

ERIC OSBORN
CALPINE POWER AMERICA-CA, LLC
717 TEXAS AVENUE, STE 100
HOUSTON, TX 77002
FOR: CALPINE POWER AMERICA - CA, LLC

ED CHIANG
ELEMENT MARKETS, LLC
3555 TIMMONS LANE, STE. 900
HOUSTON, TX 77027-6453

COMMERCE ENERGY, INC.
5251 WESTHEIMER RD., STE. 1000
HOUSTON, TX 77056-5414

JOHN PITTS
3112 WINDSOR RD, A318
AUSTIN, TX 78703

JONATHAN JACOBS
PA CONSULTING GROUP
1700 LINCOLN ST STE 4600
DENVER, CO 80203-4509

KEVIN J. SIMONSEN
ENERGY MANAGEMENT SERVICES
1099 MAIN AVENUE, SUITE 213
DURANGO, CO 81301

JEFF GULDNER
ARIZONA PUBLIC SERVICE COMPANY
400 N 5TH STREET, MS 9040
PHOENIX, AZ 85004

JENINE SCHENK
APS ENERGY SERVICES
400 E. VAN BUREN STREET, SUITE 750
PHOENIX, AZ 85004

MARK ETHELTON
PDS CONSULTING
3231 S. COUNTRY CLUB WAY, STE. 103
TEMPE, AZ 85283

CHRISTOPHER A. HILEN
NV ENERGY
6100 NEIL ROAD, MS A35
RENO, NV 89511

ELENA MELLO
SIERRA PACIFIC POWER COMPANY
6100 NEIL ROAD
RENO, NV 89520

TREVOR DILLARD
RATE REGULATORY RELATIONS
SIERRA PACIFIC POWER COMPANY
6100 NEAL ROAD, MS S4A50 / PO BOX 10100
RENO, NV 89520-0024

JOE GRECO
TERRA-GEN POWER LLC
9590 PROTOTYPE COURT, SUITE 200
RENO, NV 89521

BRYAN SCHWEICKERT
ENVIRONMENTAL SUPERVISOR
POWER
LOS ANGELES DEPT. OF WATER & POWER
111 N. HOPE ST.
LOS ANGELES, CA 90012

LEILANI JOHNSON KOWAL
LOS ANGELES DEPT. OF WATER AND
POWER
111 N. HOPE STREET, ROOM 1541
LOS ANGELES, CA 90012

RANDY HOWARD
POWER ENGINEERING MGR.
LOS ANGELES DEPT. OF WATER & POWER
111 N HOPE STREET, STE. 921
LOS ANGELES, CA 90012

JEFF NEWMAN
TRANSPORTATION AND HOUSING AGENCY
7080 HOLLYWOOD BLVD., SUITE 900
LOS ANGELES, CA 90028

AL ROSEN
ABSOLUTELY SOLAR INC.
PO BOX 491878
LOS ANGELES, CA 90049-8878

RANDALL W. KEEN
ATTORNEY AT LAW
MANATT PHELPS & PHILLIPS, LLP
11355 WEST OLYMPIC BLVD.
LOS ANGELES, CA 90064

CARL STEEN
FULBRIGHT & JAWORSKI L.L.P.
555 SOUTH FLOWER STREET, 41ST FLOOR
LOS ANGELES, CA 90071

FRED G. YANNEY
FULBRIGHT & JAWORSKI L.L.P.
555 SOUTH FLOWER STREET, 41ST FLOOR
LOS ANGELES, CA 90071-2571

ANGELINA GALITEVA
FOUNDER, CHAIR OF THE BOARD
RENEWABLES 100 POLICY INSTITUTE
35316 MULHOLLAND HWY
MALIBU, CA 90265

3 PHASES RENEWABLES LLC
2100 SEPULVEDA BLVD, SUITE 37
MANHATTAN BEACH, CA 90266

HARVEY M. EDER
PUBLIC SOLAR POWER COALITION
1218 12TH STREET, NO. 25
SANTA MONICA, CA 90401

ANDREW WANG
SOLARRESERVE, LLC
2425 OLYMPIC BLVD., STE. 500 EAST
SANTA MONICA, CA 90404

ANGEL AYALA
AMONIX, INC.
1709 APOLLO COURT
SEAL BEACH, CA 90740

GURCHARAN BAWA
PASADENA WATER AND POWER
150 S. LOS ROBLES, SUITE 200
PASADENA, CA 91101

CHARLES CHANG
ENGINEER-ENVIRONMENTAL PROGRAMS
PASADENA WATER & POWER
85 EAST STATE STREET
PASADENA, CA 91105

VALERIE PUFFER
POWER CONTRACTS MANAGER
GLENDALE WATER & POWER
700 N. BRAND BLVD., STE. 590
GLENDALE, CA 91203

MICHAEL D. CALLAGHAN
2326 JAYMA LANE
LA CRESCENTA, CA 91214

JACK MCNAMARA
ATTORNEY AT LAW
MACK ENERGY COMPANY
PO BOX 1380
AGOURA HILLS, CA 91376-1380

BRUNO JEIDER
BURANK WATER & POWER
164W. MAGNOLIA BLVD.
BURBANK, CA 91502

YAREK LEHR
AZUSA LIGHT & WATER
729 N. AZUSA AVENUE
AZUSA, CA 91702

KENYON HOLMES
TRANE
17748 ROWLAND STREET
CITY OF INDUSTRY, CA 91748

CASE ADMINISTRATION
SOUTHERN CALIFORNIA EDISON COMPANY
2244 WALNUT GROVE AVENUE
ROSEMEAD, CA 91770

CURT RONEY
SOUTHERN CALIFORNIA EDISON
2244 WALNUT GROVE, G01-C
ROSEMEAD, CA 91770

GEORGE WILTSEE
SOUTHERN CALIFORNIA EDISON COMPANY
2244 WALNUT GROVE AVENUE
ROSEMEAD, CA 91770

JANICE WANG
SOUTHERN CALIFORNIA EDISON COMPANY
2244 WALNUT GROVE AVE.
ROSEMEAD, CA 91770
800

JONI A. TEMPLETON
ATTORNEY AT LAW
SOUTHERN CALIFORNIA EDISON COMPANY
2244 WALNUT GROVE AVENUE, PO BOX
ROSEMEAD, CA 91770

LAURA I. GENAO
SOUTHERN CALIFORNIA EDISON COMPANY
PO BOX 800, 2244 WALNUT GROVE AVENUE
ROSEMEAD, CA 91770

MELISSA A. HOVSEPIAN
SOUTHERN CALIFORNIA EDISON COMPANY
2244 WALNUT GROVE AVE. / PO BOX 800
ROSEMEAD, CA 91770

JENNIFER TSAO SHIGEKAWA
SR. ATTORNEY, CUSTOMER & TARIFF LAW
SOUTHERN CALIFORNIA EDISON COMPANY
2244 WALNUT GROVE AVE. / PO BOX 800
ROSEMEAD, CA 91770-3714

NGUYEN QUAN
MGR - REGULATORY AFFAIRS
GOLDEN STATE WATER COMPANY
630 EAST FOOTHILL BOULEVARD
SAN DIMAS, CA 91773

SOCAL WATER/BEAR VALLEY ELECTRIC
630 EAST FOOTHILL BLVD.
SAN DIMAS, CA 91773

RONALD MOORE
SR. REGULATORY ANALYST
GOLDEN STATE WATER CO/BEAR VALLEY
630 EAST FOOTHILL BLVD.
SAN DIMAS, CA 91773-9016

JAY CORRALES
TURNER REAL ESTATE
539 CARLSBAD VILLAGE DR., STE. 106
CARLSBAD, CA 92008

CHAD CHAHBAZI
BAP POWER CORPORATION D/B/A CENERGY
2784 GATEWAY ROAD, SUITE 102
CARLSBAD, CA 92009

ROBERT J. GILLESKIE
LIGHTPOINT CONSULTING SERVICES
2570 PINWOOD STREET
DEL MAR, CA 92014

HAROLD M. ROMANOWITZ
OAK CREEK ENERGY SYSTEMS, INC.
150 LA TERRAZA BLVD.
ESCONDIDO, CA 92025

JEFF COX
1557 MANDEVILLE PLACE
ESCONDIDO, CA 92029

GEOREG GISEL
INDEPENDENT ENERGY SOLUTIONS, INC.
1090 JOSHUA WAY
VISTA, CA 92081

GREG BASS
NOBLE AMERICAS ENERGY SOLUTIONS LLC
401 WEST A STREET, SUITE 500
SAN DIEGO, CA 92101-3017

STEVEN C. NELSON
ATTORNEY
SEMPRA ENERGY
101 ASH STREET HQ-12B
SAN DIEGO, CA 92101-3017

THEODORE E. ROBERTS
SEMPRA GENERATION / SEMPRE BROADBAND
101 ASH STREET, HQ 12B
SAN DIEGO, CA 92101-3017

NOBLE AMERICAS ENERGY SOLUTIONS LLC
101 ASH STREET, HQ09
SAN DIEGO, CA 92101-3017

TERRY FARRELLY
269 G AVENUE
CORONADO, CA 92118

MARCIE MILNER
SHELL ENERGY NORTH AMERICA
4445 EASTGATE MALL, SUITE 100
SAN DIEGO, CA 92121

ANDREW MCALLISTER
CALIF. CENTER FOR SUSTAINABLE ENERGY
8690 BALBOA AVE., STE. 100
SAN DIEGO, CA 92123

JENNIFER PIERCE
SAN DIEGO GAS & ELECTRIC COMPANY
8330 CENTURY PARK CT
SAN DIEGO, CA 92123

DESPINA NIEHAUS
SAN DIEGO GAS AND ELECTRIC COMPANY
8330 CENTURY PARK COURT, CP32H
SAN DIEGO, CA 92123-1530

CENTRAL FILES
SDG&E AND SOCALGAS
8330 CENTURY PARK COURT, CP31-E
SAN DIEGO, CA 92123-1550

SCOTT HARDING
ENERGY RESOURCE PLANNER, SR.
IMPERIAL IRRIGATION DISTRICT
333 E. BARIONI BLVD.
IMPERIAL, CA 92251

FRED W. NOBLE
PRESIDENT
WINTEC ENERGY, LTD
1090 N. PALM CANYON DR., SUITE A
PALM SPRINGS, CA 92260

PETER T. PEARSON
ENERGY SUPPLY SPECIALIST
BEAR VALLEY ELECTRIC SERVICE
42020 GARSTIN DRIVE, PO BOX 1547
BIG BEAR LAKE, CA 92315-1547

CHARLES J. BLACK
RIVERSIDE PUBLIC UTILITIES
3435 14TH STREET
RIVERSIDE, CA 92501

MICHAEL CHESTONE
SHARP ELECTRONICS CORPORATION
5901 BOLSA AVENUE
HUNTINGTON BEACH, CA 92647

PAUL DONAHUE
IEEE
21 SARACENO
NEWPORT COAST, CA 92657

JOHN DEWEY
THE DEWEY GROUP
3700 CAMPUS DRIVE, SUITE 207
NEWPORT BEACH, CA 92660

CARRIE THOMPSON
CITY OF ANAHEIM
201 S. ANAHEIM BLVD., STE. 802
ANAHEIM, CA 92805

CARRIE TOMPSON
CITY OF ANAHEIM
201 S. ANAHEIM BLVD., STE. 802
DEPT.
ANAHEIM, CA 92805

JANIS LEHMAN
CHIEF RISK OFFICER
CITY OF ANAHEIM-PUBLIC UTILITIES
201 S. ANAHEIM BLVD., STE.802
ANAHEIM, CA 92805

MANDIP KAUR SAMRA
INTEGRATED RESOURCES PLANNER
CITY OF ANAHEIM-PUBLIC UTILITIES DEPT.
POWER
201 S. ANAHEIM BLVD., SUITE 802
ANAHEIM, CA 92805

KERRY EDEN
ASST. GENERAL MGR.
CITY OF CORONA DEPT. OF WATER &
730 CORPORATION YARD WAY
CORONA, CA 92880

PETER MORITZBURKE
3 ECHO AVENUE
CORTE MADERA, CA 92925

JEFF HIRSCH
JAMES J. HIRSCH & ASSOCIATES
12185 PRESILLA ROAD
CAMARILLO, CA 93012-9243

TAM HUNT
ATTORNEY
COMMUNITY ENVIRONMENTAL COUNCIL
124 W. ALAMAR AVE., NO. 3
SANTA BARBARA, CA 93105
FOR: COMMUNITY ENVIRONMENTAL COUNCIL

CURTIS SEYMOUR
SR. MANAGER - GOVERNMENT AFFAIRS
SUNEDISON LLC
600 CLIPPER DR.
BELMONT, CA 94002

EVELYN KAHL
ATTORNEY AT LAW
ALCANTAR & KAHL, LLP
33 NEW MONTGOMERY STREET, SUITE 1850
SAN FRANCISCO, CA 94015
FOR: OCCIDENTAL POWER SERVICES,
INC./FIRST SOLAR, INC., ENERGY
PRODUCERS AND USERS COALITION.

ELIZABETH KLEBANER
ADAMS BROADWELL JOSEPH & CARDOZO
601 GATEWAY BLVD., STE. 1000
SOUTH SAN FRANCISCO, CA 94080
FOR: INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS LOCAL 569

JIAN ZHANG
GRIDX, INC.
STEWART DRIVE
SUNNYVALE, CA 94085

SOLAR SEMICONDUCTOR INC.
1292 KIFER ROAD, SUITE 808
SUNNYVALE, CA 94086

BRIAN PRUSNEK
SOUTHERN CALIFORNIA EDISON COMPANY
601 VAN NESS AVE., STE. 2030
SAN FRANCISCO, CA 94102

NOEL OBIORA
CALIF PUBLIC UTILITIES COMMISSION
LEGAL DIVISION
ROOM 5121
505 VAN NESS AVENUE
SAN FRANCISCO, CA 94102-3214

AUSTIN M. YANG
CITY AND COUNTY OF SAN FRANCISCO
DEVELOPMENT
OFFICE OF THE CITY ATTORNEY, RM. 234
1 DR. CARLTON B. GODDLETT PLACE
SAN FRANCISCO, CA 94102-4682

DAN ADLER
DIRECTOR, TECH AND POLICY
CALIFORNIA CLEAN ENERGY FUND
5 THIRD STREET, SUITE 1125
SAN FRANCISCO, CA 94103

MANUEL RAMIREZ
SAN FRANCISCO PUC - POWER ENTERPRISE
1155 MARKET STREET, 4TH FLOOR
SAN FRANCISCO, CA 94103

SUSAN PRESTON
CALCEF CLEAN ENERGY ANGEL FUND
5 THIRD STREET, STE. 1125
SAN FRANCISCO, CA 94103

THERESA BURKE
SAN FRANCISCO PUC
1155 MARKET STREET, 4TH FLOOR
SAN FRANCISCO, CA 94103

ANDRE DEVILBISS
ASSOCIATE, DEVELOPMENT
RECURRENT ENERGY
300 CALIFORNIA STREET, 8TH FLOOR
SAN FRANCISCO, CA 94104

DOUGLAS E. COVER
ENVIRONMENTAL SCIENCE ASSOCIATES
225 BUSH STREET, SUITE 1700
SAN FRANCISCO, CA 94104

HANS ISERN
VP - ENGINEERING
SILVERADO POWER LLC
44 MONTGOMERY STREET, SUITE 3065
SAN FRANCISCO, CA 94104

LUKE DUNNINGTON
ASSOCIATE, DEVELOPMENT
RECURRENT ENERGY
300 CALIFORNIA STREET, 8TH FL
SAN FRANCISCO, CA 94104

MARCEL HAWIGER
ENERGY ATTY
THE UTILITY REFORM NETWORK
115 SANSOME STREET, SUITE 900
SAN FRANCISCO, CA 94104

SAM MASLIN
RECURRENT ENERGY
300 CALIFORNIA STREET, 8TH FL.
SAN FRANCISCO, CA 94104

ARNO HARRIS
RECURRENT ENERGY, INC.
300 CALIFORNIA ST., 8TH FL.
SAN FRANCISCO, CA 94104-1416

MICHAEL E. CARBOY
SIGNAL HILL CAPITAL LLC
343 SANSOME STREET, SUITE 425
SAN FRANCISCO, CA 94104-5619

ANUPAMA VEGE
FIRST WIND
2 SHAW ALLEY, SUITE 500
SAN FRANCISCO, CA 94105

CARLOS M. ABREU
PACIFIC GAS & ELECTRIC COMPANY
RENEWABLE TRANSACTIONS DEPT.
77 BEALE ST., RM. 2597F
SAN FRANCISCO, CA 94105

CASE COORDINATION
PACIFIC GAS AND ELECTRIC COMPANY
77 BEALE ST., PO BOX 770000 MC B9A
SAN FRANCISCO, CA 94105

CHARLES R. MIDDLEKAUFF
PACIFIC GAS AND ELECTRIC COMPANY
LAW DEPT.
77 BEALE STREET, B30A / PO BOX 7442
SAN FRANCISCO, CA 94105

ED LUCHA
CASE COORDINATOR
PACIFIC GAS AND ELECTRIC COMPANY
77 BEALE STREET, MC B9A, ROOM 991
SAN FRANCISCO, CA 94105

IAN KALIN
POWER ADVOCATE
575 MARKET STREET, STE. 2725
SAN FRANCISCO, CA 94105

JASON YAN
PACIFIC GAS AND ELECTRIC COMPANY
77 BEALE STREET, MAIL CODE B13L
SAN FRANCISCO, CA 94105

JOHN PAPPAS
UTILITY ELECTRIC PORTFOLIO MANAGEMENT
PACIFIC GAS AND ELECTRIC COMPANY
1850
245 MARKET STREET, MC N12G
SAN FRANCISCO, CA 94105

KAREN TERRANOVA
ALCANTAR & KAHL, LLP
33 NEW MONTGOMERY STREET, SUITE 1850
770000
SAN FRANCISCO, CA 94105

MICHAEL P. GINSBURG
ATTORNEY AT LAW
ORRICK, HERRINGTON & SUTCLIFFE LLP
405 HOWARD STREET
SAN FRANCISCO, CA 94105

SEEMA SRINIVASAN
ALCANTAR & KAHL, LLP
33 NEW MONTGOMERY STREET, SUITE 1850
SAN FRANCISCO, CA 94105

CORY M. MASON
PACIFIC GAS AND ELECTRIC COMPANY
77 BEALE STREET, MC B30A
SAN FRANCISCO, CA 94105-1814

ADAM BROWNING
THE VOTE SOLAR INITIATIVE
300 BRANNAN STREET, SUITE 609
SAN FRANCISCO, CA 94107

ASHIANNA T. ESMAIL
LATHAM & WATKINS
505 MONTGOMERY STREET, STE. 2000
SAN FRANCISCO, CA 94111

JACK STODDARD
MANATT PHELPS & PHILLIPS, LLP
ONE EMBARCADERO CENTER, 30TH FLOOR
SANFRANCISCO, CA 94111

KAREN TERRANOVA
ALCANTAR & KAHL
33 NEW MONTGOMERY STREET, SUITE
SAN FRANCISCO, CA 94105

MAGGIE CHAN
PACIFIC GAS AND ELECTRIC COMPANY
77 BEALE STREET, B9A / PO BOX
SAN FRANCISCO, CA 94105

SAIPRIYA CHOUDHURI
PACIFIC GAS & ELECTRIC COMPANY
77 BEALE ST., MC B9A
SAN FRANCISCO, CA 94105

TIM LINDL
ALCANTAR & KAHL
33 NEW MONTGOMERY ST., STE. 1850
SAN FRANCISCO, CA 94105

NIELS KJELLUND
PACIFIC GAS AND ELECTRIC COMPANY
77 BEALE STREET, MAIL CODE B9A
SAN FRANCISCO, CA 94105-1814

ALEX MARTIN
NEXTLIGHT RENEWABLE POWER, LLC
353 SACRAMENTO ST. SUITE 2100
SAN FRANCISCO, CA 94111

FRANK DE ROSA
NEXTLIGHT RENEWABLE POWER, LLC
353 SACRAMENTO STREET, 21ST FL.
SAN FRANCISCO, CA 94111

JAMES B. WOODRUFF
ATTORNEY AT LAW
NEXTLIGHT RENEWABLE POWER, LLC
353 SACRAMENTO STREET, 21ST FL.
SAN FRANCISCO, CA 94111

JANINE L. SCANCARELLI
ATTORNEY AT LAW
CROWELL & MORING LLP
275 BATTERY STREET, 23RD FLOOR
SAN FRANCISCO, CA 94111
LLC/TRANSALTA

JARED W. JOHNSON
LATHAM & WATKINS, LLP
505 MONTGOMERY ST., SUITE 2000
SAN FRANCISCO, CA 94111
FOR: TRANSWEST EXPRESS,

CORP.

JOE PAUL
NATURENER USA
394 PACIFIC AVENUE, STE. 300
SAN FRANCISCO, CA 94111

JONATHAN MALTA-WEINGARD
NATURENER USA, INC.
394 PACIFIC AVENUE, STE. 300
SAN FRANCISCO, CA 94111

MARK CHEDIAK
BLOOMBERG NEWS
3 PIER 101
SAN FRANCISCO, CA 94111

MARK FUMIA
DAVIS WRIGHT TREMAINE LLP
505 MONTGOMERY STREET, SUITE 800
SAN FRANCISCO, CA 94111
FOR: NORTHWEST ENERGY SYSTEMS CO.

MICHAEL DAY
GOODIN MACBRIDE SQUERI DAY & LAMPREY LLP
505 SANSOME STREET, STE. 900
SAN FRANCISCO, CA 94111

RACHEL MCMAHON
FIRST SOLAR
353 SACRAMENTO ST., STE. 2100
SAN FRANCISCO, CA 94111

RAFI HASSAN
SUSQUEHANNA FINANCIAL GROUP, LLLP
101 CALIFORNIA STREET, SUITE 3250
SAN FRANCISCO, CA 94111

TARA S. KAUSHIK
MANATT, PHELPS & PHILLIPS, LLP
ONE EMBARCADERO CENTER, 30TH FLOOR
SAN FRANCISCO, CA 94111

MONICA SCHWEBS
BINGHAM MCCUTCHEM LLP
THREE EMBARCADERO CENTER
SAN FRANCISCO, CA 94111-4067
FOR: SOLAR RESERVE, LLC

KATHERINE RYZHAYA
VP
EVOLUTION MARKETS INC.
101 CALIFORNIA ST., STE. 2750
SAN FRANCISCO, CA 94111-5802
FOR: EVOLUTION MARKETS INC.

LISA A. COTTLE
ATTORNEY AT LAW
WINSTON & STRAWN LLP
101 CALIFORNIA STREET, 39TH FLOOR
SAN FRANCISCO, CA 94111-5802

NOELLE R. FORMOSA
WINSTON & STRAWN, LLP
101 CALIFORNIA STREET, 39TH FLOOR
SAN FRANCISCO, CA 94111-5894

THOMAS W. SOLOMON
ATTORNEY AT LAW
WINSTON & STRAWN LLP
101 CALIFORNIA STREET, 39TH FLOOR
SAN FRANCISCO, CA 94111-5894

HILARY CORRIGAN
CALIFORNIA ENERGY MARKETS
425 DIVISADERO ST. SUITE 303
SAN FRANCISCO, CA 94117-2242

LISA WEINZIMER
PLATTS MCGRAW-HILL
695 NINTH AVENUE, NO. 2
SAN FRANCISCO, CA 94118

ALYSSA T. KOO
PACIFIC GAS AND ELECTRIC COMPANY
77 BEALE STREET, B30A / PO BOX 7442
SAN FRANCISCO, CA 94120

REGULATORY FILE ROOM
PACIFIC GAS AND ELECTRIC COMPANY
PO BOX 7442
SAN FRANCISCO, CA 94120

BETH SCHOSHINSKI
PACIFIC GAS AND ELECTRIC COMPANY
PO BOX 770000
SAN FRANCISCO, CA 94177

BRIAN K. CHERRY
PACIFIC GAS AND ELECTRIC COMPANY
77N BEALE ST., PO BOX 770000, MC B10C
SAN FRANCISCO, CA 94177

BROOKE A. REILLY
PACIFIC GAS & ELECTRIC COMPANY
PO BOX 770000
SAN FRANCISCO, CA 94177

GRACE LIVINGSTON-NUNLEY
ASSISTANT PROJECT MANAGER
PACIFIC GAS AND ELECTRIC COMPANY
PO BOX 770000 MAIL CODE B9A
SAN FRANCISCO, CA 94177

MARIA VANKO
PACIFIC GAS & ELECTRIC COMPANY
PO BOX 770000
SAN FRANCISCO, CA 94177

MARK HUFFMAN
ATTORNEY AT LAW
PACIFIC GAS AND ELECTRIC COMPANY
PO BOX 770000, MC B30A
SAN FRANCISCO, CA 94177

SUNCHETH BHAT
PACIFIC GAS AND ELECTRIC COMPANY
PO BOX 770000, MC B9A
SAN FRANCISCO, CA 94177

KAREN KHAMOU
PACIFIC GAS AND ELECTRIC COMPANY
PO BOX 770000, MC B9A
SAN FRANCISCO, CA 94177-0001

CHRIS KING
CHIEF REGULATORY OFFICER
EMETER CORPORATION
2215 BRIDGEPOINTE PARKWAY, STE. 300
SAN MATEO, CA 94404

BRAD WETSTONE
ALAMEDA MUNICIPAL POWER
2000 GRAND STREET, PO BOX H
ALAMEDA, CA 94501-0263

BETH VAUGHAN
CALIFORNIA COGENERATION COUNCIL
4391 NORTH MARSH ELDER CT.
CONCORD, CA 94521

TONY CHEN
SR. MANGER, BUSINESS DEVEL.
COOL EARTH SOLAR
4659 LAS POSITAS RD., STE. 94551
LIVERMORE, CA 94551

ANDREW J. VAN HORN
VAN HORN CONSULTING
12 LIND COURT
ORINDA, CA 94563

AVIS KOWALEWSKI
CALPINE CORPORATION
4160 DUBLIN BLVD., SUITE 100
DUBLIN, CA 94568

MATTHEW BARMACK
CALPINE CORPORATION
4160 DUBLIN BLVD., STE. 100
DUBLIN, CA 94568

JENNIFER CHAMBERLIN
LS POWER DEVELOPMENT, LLC
5000 HOPYARD ROAD, SUITE 480
PLEASANTON, CA 94588

PETER W. HANSCHEN
ATTORNEY AT LAW
MORRISON & FOERSTER, LLP
101 YGNACIO VALLEY ROAD, SUITE 450
WALNUT CREEK, CA 94596

TIM MASON
BLACK & VEATCH CORP.
2999 OAK ROAD, SUITE 490
WALNUT CREEK, CA 94597

WILLIAM F. DIETRICH
ATTORNEY AT LAW
DIETRICH LAW
2977 YGNACIO VALLEY ROAD, NO. 613
WALNUT CREEK, CA 94598-3535

ALEX KANG
ITRON, INC.
1111 BROADWAY, STE. 1800
OAKLAND, CA 94607

RAMONA GONZALEZ
EAST BAY MUNICIPAL UTILITY DISTRICT
375 ELEVENTH STREET, M/S NO. 205
OAKLAND, CA 94607

SCOTT GOORLAND
NEXTERA ENERGY RESOURCES
505 1ST ST., STE. 310
OAKLAND, CA 94607

BARRY H. EPSTEIN
FITZGERALD, ABBOTT & BEARDSLEY, LLP
1221 BROADWAY, 21ST FLOOR
OAKLAND, CA 94612

ERICA SCHROEDER
KEYES & FOX LLP
436 14TH ST., STE. 1305
OAKLAND, CA 94612

MATTHEW SCHAFFER
NEXTERA ENERGY RESOURCES
505 14TH STREET, SUITE 300
OAKLAND, CA 94612-1935

NELLIE TONG
SENIOR ANALYST
KEMA, INC.
155 GRAND AVE., STE. 500
OAKLAND, CA 94612-3747

RAMESH RAMCHANDANI
COMMERCIAL ENERGY
7677 OAKPORT ST., STE. 525
OAKLAND, CA 94621

RON PERRY
COMMERCIAL ENERGY
7677 OAKPORT ST., STE. 525
OAKLAND, CA 94621

CYNTHIA WOOTEN
LUMENX CONSULTING, INC.
1126 DELAWARE STREET
BERKELEY, CA 94702

REED V. SCHMIDT
BARTLE WELLS ASSOCIATES
1889 ALCATRAZ AVENUE
BERKELEY, CA 94703-2714

ANDY KATZ
SIERRA CLUB CALIFORNIA
2150 ALLSTON WAY, STE. 400
BERKELEY, CA 94704

GERALD T. ROBINSON
LAWRENCE BERKLEY NATIONAL LABS
ONE CYCLOTRON ROAD
BERKLEY, CA 94720

ED SMELOFF
SENIOR MANAGER
SUNPOWER CORPORATION
1414 HARBOUR WAY SOUTH
RICHMOND, CA 94804

LYNN M. ALEXANDER
LMA CONSULTING
129 REDWOOD AVENUE
CORTE MADERA, CA 94925

TOM FAUST
REDWOOD RENEWABLES LLC
6 ENDEAVOR DRIVE
CORTE MADERA, CA 94925

PAUL FENN
LOCAL POWER
22888 HIGHWAY 1
MARSHALL, CA 94940-9701

ANDERS GLADER
SVP, ORIGINATION
IBERDROLA RENEWABLES
114 MORNING SUN AVENUE
MILL VALLEY, CA 94941

JOHN NIMMONS
JOHN NIMMONS & ASSOCIATES, INC.
175 ELINOR AVE., STE. G
MILL VALLEY, CA 94941
FOR: RECURRENT ENERGY

TIM ROSENFELD
MARIN ENERGY MANAGEMENT TEAM
131 CAMINO ALTO, SUITE D
MILL VALLEY, CA 94941

JOHN M. SPILMAN
LAW OFFICE OF JOHN M. SPILMAN
22 FAIRWAY DRIVE
MILL VALLEY, CA 94941-1309

EDWARD A. MAINLAND
CO-CHAIR, ENERGY-CLIMATE COMMITTEE
CNRCC SIERRA CLUB CALIFORNIA
1017 BEL MARIN KEYS BLVD.
NOVATO, CA 94949

KEITH WHITE
312 KELLER ST
PETALUMA, CA 94952

BARBARA GEORGE
WOMEN'S ENERGY MATTERS
PO BOX 548
FAIRFAX, CA 94978-0548

ERIC CHERNISS
SOLARGEN ENERGY
20400 STEVENS CREEK BLVD, SUITE 700
CUPERTINO, CA 95014

SHANI KLEINHAUS
SANTA CLARA VALLEY AUDUBON SOCIETY
22221 MCLELLAN ROAD
CUPERTINO, CA 95014

JERRY MIX
PRESIDENT
WATTSTOPPER
2800 DE LA CRUZ BLVD.
SANTA CLARA, CA 95050

VENKAT SURAVARAPU
IHS CERA
2901 TASMAN DR., STE. 219
SANTA CLARA, CA 95054

C. SUSIE BERLIN
ATTORNEY AT LAW
MC CARTHY & BERLIN, LLP
FLOOR
100 W SAN FERNANDO ST., STE 501
SAN JOSE, CA 95113

MARY TUCKER
CITY OF SAN JOSE
200 EAST SANTA CLARA ST., 10TH
SAN JOSE, CA 95113-1905

THOMAS J. VICTORINE
SAN JOSE WATER COMPANY
1221 S. BASCOM AVENUE
SAN JOSE, CA 95128

MIKE JENSEN
MERCED IRRIGATION DISTRICT
PO BOX 2288
MERCED, CA 95344-0288

DAVID OLIVARES
ELECTRIC RESOURCE
MODESTO IRRIGATION DISTRICT
PO BOX 4060
MODESTO, CA 95352

JOY A. WARREN
REGULATORY ADMINISTRATOR
MODESTO IRRIGATION DISTRICT
1231 11TH STREET
MODESTO, CA 95354

LINDA FISCHER
LEGAL DEPARTMENT
MODESTO IRRIGATION DISTRICT
1231 11 STREET
MODESTO, CA 95354

BARBARA R. BARKOVICH
BARKOVICH & YAP, INC.
44810 ROSEWOOD TERRACE
MENDOCINO, CA 95460
FOR: .

NORMAN ROSS BURGESS
PO BOX 200
ZENIA, CA 95595

DOUGLAS M. GRANDY, P.E.
CALIFORNIA ONSITE GENERATION
DG TECHNOLOGIES
1220 MACAULAY CIRCLE
CARMICHAEL, CA 95608

MARK BERMAN
DAVIS ENERGY GROUP
123 C STREET
DAVIS, CA 95616

RICHARD MCCANN
M.CUBED
2655 PORTAGE BAY ROAD, SUITE 3
DAVIS, CA 95616

TOBIN RICHARDSON
RICHARDSON GROUP
COMMISSION
1416 VIGO COURT
DAVIS, CA 95618

SAEED FARROKHPAY
FEDERAL ENERGY REGULATORY
110 BLUE RAVINE RD., SUITE 107
FOLSOM, CA 95630

LEGAL AND REGULATORY DEPARTMENT
CALIFORNIA ISO
151 BLUE RAVINE ROAD
FOLSOM, CA 95630

C. RICK WYLIE
BEUTLER CORPORATION
4700 LANG AVE.
MCCLELLAN, CA 95652

BRIAN THEAKER
NRG ENERGY
3161 KEN DEREK LANE
PLACERVILLE, CA 95667

RICK A. LIND
SIERRA ECOSYSTEM ASSOCIATES
PO BOX 2260
PLACERVILLE, CA 95667

DAVID OLIVER
NAVIGANT CONSULTING
3100 ZINFANDEL DRIVE, SUITE 600
RANCHO CORDOVA, CA 95670

KENNY SWAIN
NAVIGANT CONSULTING
3100 ZINFANDEL DRIVE, SUITE 600
RANCHO CORDOVA, CA 95670

PAUL D. MAXWELL
NAVIGANT CONSULTING, INC.
3100 ZINFANDEL DRIVE, SUITE 600
RANCHO CORDOVA, CA 95670-6078

MARGARET MILLER
DIR - REGULATORY AFFAIRS
BROOKFIELD ENERGY MARKETING
513 SAN MARCO PLACE
EL DORADO HILLS, CA 95762

TOM POMALES
CALIFORNIA AIR RESOURCES BOARD
1001 I STREET
SACRAMENTO, CA 95812

ALLISON C. SMITH
ATTORNEY
STOEL RIVES LLP
500 CAPITOL MALL, SUITE 1600
SACRAMENTO, CA 95814

ANTHONY BRUNELLO
CALIFORNIA STRATEGIES LLC
980 NINTH STREET, SUITE 2000
SACRAMENTO, CA 95814

AUTUMN BERNSTEIN
CLIMATE PLAN
717 K STREET, SUITE 330
SACRAMENTO, CA 95814

BRUCE MCLAUGHLIN
ATTORNEY AT LAW
BRAUN & BLAISING P.C.
915 L STREET, SUITE 1270
SACRAMENTO, CA 95814

CURT BARRY
SENIOR WRITER
CLEAN ENERGY REPORT
717 K STREET, SUITE 503
SACRAMENTO, CA 95814

DANIELLE OSBORN-MILLS
REGULATORY AFFAIRS COORDINATOR
CEERT
1100 11TH STREET, SUITE 311
SACRAMENTO, CA 95814

JANE E. LUCKHARDT
ATTORNEY AT LAW
DOWNEY BRAND LLP
621CAPITOL MALL, 18TH FLOOR
SACRAMENTO, CA 95814

KEVIN WOODRUFF
WOODRUFF EXPERT SERVICES
1100 K STREET, SUITE 204
SACRAMENTO, CA 95814

MARK A. LOWDER
DIR - HOUSING FINANCE
CRHMFA HOMEBUYERS FUND
1215 K STREET, STE. 1650
SACRAMENTO, CA 95814

RYAN BERNARDO
BRAUN BLAISING MCLAUGHLIN, P.C.
915 L STREET, SUITE 1270
SACRAMENTO, CA 95814

STEVEN A. BRINK
VP - PUBLIC RESOURCES
CALIFORNIA FORESTRY ASSOCIATION
1215 K STREET, SUITE 1830
SACRAMENTO, CA 95814

TIFFANY K. ROBERTS
CALIFORNIA LEGISLATURE
LEGISLATIVE ANALYST'S OFFICE
925 L STREET, SUITE 1000
SACRAMENTO, CA 95814

TONY BRAUN
BRAUN BALISING MCLAUGHLIN PC
915 L STREET, STE. 1270
SACRAMENTO, CA 95814

MICHAEL BOCCADORO
AGRICULTURAL ENERGY CONSUMERS ASSN
925 L STREET, SUITE 800
SACRAMENTO, CA 95814-3704
FOR: AGRICULTURAL ENERGY CONSUMERS
ASSOCIATION

CHRISTOPHER T. ELLISON
ATTORNEY
ELLISON, SCHNEIDER & HARRIS, L.L.P
2600 CAPITOL AVENUE, SUITE 400
SACRAMENTO, CA 95816-5905

CHRISTOPHER T. ELLISON
ATTORNEY AT LAW
DISTRICT
ELLISON, SCHNEIDER & HARRIS, LLP
2600 CAPITOL AVENUE, SUITE 400
SACRAMENTO, CA 95816-5905

ROB ROTH
SACRAMENTO MUNICIPAL UTILITY

6201 S STREET MS 75
SACRAMENTO, CA 95817

VIKKI WOOD
SACRAMENTO MUNICIPAL UTILITY DISTRICT
6301 S STREET, MS A204
SACRAMENTO, CA 95817-1899

MICHAEL S. DAY
PRINCIPAL
ROCKWOOD CONSULTING
2701 2ND AVE.
SACRAMENTO, CA 95818

LEE TERRY
CALIFORNIA DEPARTMENT OF WATER RESOURCES
3310 EL CAMINO AVENUE
SACRAMENTO, CA 95821

CAROL J. HURLOCK
CALIFORNIA DEPT. OF WATER RESOURCES
JOINT OPERATIONS CENTER
2033 HOWE AVE., STE. 220
SACRAMENTO, CA 95825-0181

EMILIO E. VARANINI, III
4660 NATOMAS BLVD.
SACRAMENTO, CA 95835

STEVEN A. LIPMAN
STEVEN LIPMAN CONSULTING
5350 DUNLAY DRIVE, STE. 811
SACRAMENTO, CA 95835

KAREN LINDH
CALIFORNIA ONSITE GENERATION
7909 WALERGA ROAD, NO. 112, PMB 119
ANTELOPE, CA 95843

JAMES L. BYARD PH.D.
11693 PHELPS HILL ROAD
NEVADA CITY, CA 95959-9150

DAVID R. BRANCHCOMB
COMPANY, LLC
SIERRA PACIFIC INDUSTRIES
PO BOX 496028
REDDING, CA 96049

CALIFORNIA PACIFIC ELECTRIC
933 ELOISE AVENUE
SOUTH LAKE TAHOE, CA 96150

CHRISTIAN MENTZEL
CEM LLC
619 KUPULAU DR
KIHEI, HI 96753

MICHAEL ALCANTAR
ATTORNEY AT LAW
ALCANTAR & KAHL LLP
1300 SW 5TH AVE., STE 1750
PORTLAND, OR 97201

ROSS VAN NESS
ALCANTAR & KAHL LLP
1300 SW FIFTH AVENUE, SUITE 1750
PORTLAND, OR 97201

VARNER SEAMAN
CONSULTANT
EDP RENEWABLES NORTH AMERICA, LLC
53 SW YAMHILL
PORTLAND, OR 97204

CATHIE ALLEN
REGULATORY MGR.
PACIFICORP
825 NE MULTNOMAH, SUITE 2000
PORTLAND, OR 97232

TASHIANA WANGLER
PACIFICORP
825 NE MULTNOMAH SREET, SUITE 2000
PORTLAND, OR 97232

TERI IKEDA
RENEWABLE COMPLIANCE OFFICER
PACIFICORP
825 NE MULTNOMAH, STE. 600
PORTLAND, OR 97232

DONALD SCHOENBECK
RCS, INC.
900 WASHINGTON STREET, SUITE 780
VANCOUVER, WA 98660

TIMOTHY CASTILLE
LANDS ENERGY CONSULTING, INC.
18109 SE 42ND STREET
ST - M
VANCOUVER, WA 98683

LINDSAY ZAITSOFF
TRANSALTA CORPORATION
110-12TH AVENUE SW / PO BOX 1900,
CALGARY, AB T2P 2M1
CANADA
FOR: TRANSALTA CORPORATION

DANIEL JURIJEW
CAPITAL POWER CORPORATION
GULF CANADA SQUARE
SUITE 1200, 401- 9TH AVE., SW
CALGARY, AB T2P 3C5
CANADA

JOHN DUNN
TRANSCANADA CORPORATION
450 1ST ST. S.W.
CALGARY, AB T2P 5H1
CANADA

MEREDITH LAMEY
TRANSCANADA CORPORATION
450 1ST STREET S.W.
CALGARY, AB T2P 5H1
CANADA

SHAUN PILLOTT
SENIOR ADVISOR-REGULATORY AFFAIRS
CAPITAL POWER CORPORATION
10065 JASPER AVENUE
EDMONTON, AB TRJ 3B1, CANADA

MARK THOMPSON
POWEREX CORP
1400 - 666 BURRARD STREET
VANCOUVER, BC V6C 2X8
CANADA

LISA CHERKAS
MORGAN STANLEY CAPITAL GROUP, INC.
200 BURRAND ST., STE. 610
VANCOUVER, BC V6C 3L6
CANADA

CHERYL LEE
CALIFORNIA PUBLIC UTILITIES COMMISSION
COMMISSION
EMAIL ONLY
EMAIL ONLY, CA 00000

DAVID PECK
CALIFORNIA PUBLIC UTILITIES
COMMISSION
EMAIL ONLY
EMAIL ONLY, CA 00000

MATT MILEY
CPUC
COMMISSION
LEGAL DIVISION
EMAIL ONLY
EMAIL ONLY, CA 00000

MATTHEW TISDALE
CALIFORNIA PUBLIC UTILITIES
COMMISSION
EMAIL ONLY
EMAIL ONLY, CA 00000

NIKI BAWA
CALIFORNIA PUBLIC UTILITIES COMMISSION
COMMISSION
EMAIL ONLY
EMAIL ONLY, CA 00000

ROBERT BLACKNEY
CALIFORNIA PUBLIC UTILITIES
COMMISSION
EMAIL ONLY
EMAIL ONLY, CA 00000

SARA KAMINS
CALIFORNIA PUBLIC UTILITIES COMMISSION
COMMISSION
EMAIL ONLY
EMAIL ONLY, CA 00000

TED HOWARD
CALIFORNIA PUBLIC UTILITIES
COMMISSION
EMAIL ONLY
EMAIL ONLY, CA 00000

LORRAINE GONZALES
CALIFORNIA ENERGY COMMISSION
COMMISSION
EMAIL ONLY
EMAIL ONLY, CA 00000-0000

JAMES MCMAHON
29 DANBURY ROAD
NASHUA, NH 03064

MICHAEL COLVIN
ADVISOR - ENERGY
CPUC
BRANC
RM. 5212
SAN FRANCISCO, CA 94102

ANDREW SCHWARTZ
CALIF PUBLIC UTILITIES COMMISSION
PROCUREMENT STRATEGY AND OVERSIGHT
COMMISSION
AREA 4-A
505 VAN NESS AVENUE
SAN FRANCISCO, CA 94102-3214

ANNE E. SIMON
CALIF PUBLIC UTILITIES COMMISSION
DIVISION OF ADMINISTRATIVE LAW JUDGES
JUDGES
ROOM 5107
505 VAN NESS AVENUE
SAN FRANCISCO, CA 94102-3214

BURTON MATTSON
CALIF PUBLIC UTILITIES COMMISSION
DIVISION OF ADMINISTRATIVE LAW
ROOM 5104
505 VAN NESS AVENUE
SAN FRANCISCO, CA 94102-3214

CHLOE LUKINS
CALIF PUBLIC UTILITIES COMMISSION
ELECTRICITY PLANNING & POLICY BRANCH
PROGRAM
ROOM 4101
505 VAN NESS AVENUE
SAN FRANCISCO, CA 94102-3214

CHRISTOPHER DANFORTH
CALIF PUBLIC UTILITIES COMMISSION
ELECTRICITY PRICING AND CUSTOMER
ROOM 4209
505 VAN NESS AVENUE
SAN FRANCISCO, CA 94102-3214

DEVLA SINGH
CALIF PUBLIC UTILITIES COMMISSION
POLICY & PLANNING DIVISION
ROOM 5119
505 VAN NESS AVENUE
SAN FRANCISCO, CA 94102-3214

IRYNA KWASNY
CALIF PUBLIC UTILITIES COMMISSION
LEGAL DIVISION
ROOM 4107
505 VAN NESS AVENUE
SAN FRANCISCO, CA 94102-3214
FOR: DRA

JACLYN MARKS
CALIF PUBLIC UTILITIES COMMISSION
PROCUREMENT STRATEGY AND OVERSIGHT BRANC
BRANC
AREA 4-A
505 VAN NESS AVENUE
SAN FRANCISCO, CA 94102-3214

JASON SIMON
CALIF PUBLIC UTILITIES COMMISSION
PROCUREMENT STRATEGY AND OVERSIGHT
AREA 4-A
505 VAN NESS AVENUE
SAN FRANCISCO, CA 94102-3214

JONATHAN J. REIGER
CALIF PUBLIC UTILITIES COMMISSION
LEGAL DIVISION
BRANCH
ROOM 5035
505 VAN NESS AVENUE
SAN FRANCISCO, CA 94102-3214

JORDAN PARRILLO
CALIF PUBLIC UTILITIES COMMISSION
ELECTRICITY PLANNING & POLICY
ROOM 4104
505 VAN NESS AVENUE
SAN FRANCISCO, CA 94102-3214

JOSEPH A. ABHULIMEN
CALIF PUBLIC UTILITIES COMMISSION
ELECTRICITY PLANNING & POLICY BRANCH
JUDGES
ROOM 4209
505 VAN NESS AVENUE
SAN FRANCISCO, CA 94102-3214

JULIE A. FITCH
CALIF PUBLIC UTILITIES COMMISSION
DIVISION OF ADMINISTRATIVE LAW
ROOM 5043
505 VAN NESS AVENUE
SAN FRANCISCO, CA 94102-3214

JULIE HALLIGAN
CALIF PUBLIC UTILITIES COMMISSION
CONSUMER PROTECTION AND SAFETY DIVISION
PROGRAM
ROOM 2203
505 VAN NESS AVENUE
SAN FRANCISCO, CA 94102-3214

JUNAID RAHMAN
CALIF PUBLIC UTILITIES COMMISSION
ELECTRICITY PRICING AND CUSTOMER
ROOM 4-A
505 VAN NESS AVENUE
SAN FRANCISCO, CA 94102-3214

KARIN M. HIETA
CALIF PUBLIC UTILITIES COMMISSION
ELECTRICITY PRICING AND CUSTOMER PROGRAM
PROGRAM
ROOM 4102
505 VAN NESS AVENUE
SAN FRANCISCO, CA 94102-3214

KE HAO OUYANG
CALIF PUBLIC UTILITIES COMMISSION
ELECTRICITY PRICING AND CUSTOMER
ROOM 4104
505 VAN NESS AVENUE
SAN FRANCISCO, CA 94102-3214

KEITH D WHITE
CALIF PUBLIC UTILITIES COMMISSION
INFRASTRUCTURE PLANNING AND PERMITTING B
AREA 4-A
505 VAN NESS AVENUE
SAN FRANCISCO, CA 94102-3214

MARCELO POIRIER
CALIF PUBLIC UTILITIES COMMISSION
LEGAL DIVISION
ROOM 5025
505 VAN NESS AVENUE
SAN FRANCISCO, CA 94102-3214

MARK R. LOY
CALIF PUBLIC UTILITIES COMMISSION
ENERGY COST OF SERVICE & NATURAL GAS BRA
BRANCH
ROOM 4205
505 VAN NESS AVENUE
SAN FRANCISCO, CA 94102-3214

MARY JO STUEVE
CALIF PUBLIC UTILITIES COMMISSION
ELECTRICITY PLANNING & POLICY
ROOM 4101
505 VAN NESS AVENUE
SAN FRANCISCO, CA 94102-3214

MARYAM EBKE
CALIF PUBLIC UTILITIES COMMISSION
DIVISION OF ADMINISTRATIVE LAW JUDGES
BRANCH
ROOM 5101
505 VAN NESS AVENUE
SAN FRANCISCO, CA 94102-3214

NIKA ROGERS
CALIF PUBLIC UTILITIES COMMISSION
ELECTRICITY PLANNING & POLICY
ROOM 4101
505 VAN NESS AVENUE
SAN FRANCISCO, CA 94102-3214

NILGUN ATAMTURK
CALIF PUBLIC UTILITIES COMMISSION
POLICY & PLANNING DIVISION
BRANC
ROOM 5119
505 VAN NESS AVENUE
SAN FRANCISCO, CA 94102-3214

PAUL DOUGLAS
CALIF PUBLIC UTILITIES COMMISSION
PROCUREMENT STRATEGY AND OVERSIGHT
AREA 4-A
505 VAN NESS AVENUE
SAN FRANCISCO, CA 94102-3214

RAHMOM MOMOH
CALIF PUBLIC UTILITIES COMMISSION
EXECUTIVE DIVISION
ROOM 5206
505 VAN NESS AVENUE
SAN FRANCISCO, CA 94102-3214

RAJ NAIDU
CALIF PUBLIC UTILITIES COMMISSION
DIVISION OF WATER AND AUDITS
AREA 3-B
505 VAN NESS AVENUE
SAN FRANCISCO, CA 94102-3214

REBECCA TSAI-WEI LEE
CALIF PUBLIC UTILITIES COMMISSION
PROCUREMENT STRATEGY AND OVERSIGHT BRANC
JUDGES
AREA 4-A
505 VAN NESS AVENUE
SAN FRANCISCO, CA 94102-3214

REGINA DEANGELIS
CALIF PUBLIC UTILITIES COMMISSION
DIVISION OF ADMINISTRATIVE LAW
ROOM 5105
505 VAN NESS AVENUE
SAN FRANCISCO, CA 94102-3214

SEAN A. SIMON
CALIF PUBLIC UTILITIES COMMISSION
PROCUREMENT STRATEGY AND OVERSIGHT BRANC
AREA 4-A
505 VAN NESS AVENUE
SAN FRANCISCO, CA 94102-3214

TRACI BONE
CALIF PUBLIC UTILITIES COMMISSION
LEGAL DIVISION
ROOM 5027
505 VAN NESS AVENUE
SAN FRANCISCO, CA 94102-3214

YULIYA SHMIDT
CALIF PUBLIC UTILITIES COMMISSION
ELECTRICITY PLANNING & POLICY BRANCH
ROOM 4108
505 VAN NESS AVENUE
SAN FRANCISCO, CA 94102-3214

CLARE LAUFENBER GALLARDO
CALIFORNIA ENERGY COMMISSION
1516 NINTH STREET, MS-46
SACRAMENTO, CA 95814

CONSTANCE LENI
CALIFORNIA ENERGY COMMISSION
MS-20
1516 NINTH STREET
SACRAMENTO, CA 95814

HEATHER RAITT
CALIFORNIA ENERGY COMMISSION
1516 9TH STREET, MS 45
SACRAMENTO, CA 95814

KATE ZOCCHETTI
CALIFORNIA ENERGY COMMISSION
1516 9TH STREET, MS-45
SACRAMENTO, CA 95814

MARC PRYOR
CALIFORNIA ENERGY COMMISSION
1516 9TH ST, MS 20
SACRAMENTO, CA 95814

MICHAEL JASKE
CALIFORNIA ENERGY COMMISSION
1516 9TH STREET, MS-20
SACRAMENTO, CA 95814

PAMELA DOUGHMAN
CALIFORNIA ENERGY COMMISSION
TECHNOLOGY SYSTEMS DIVISION
1516 9TH STREET, MS 45
SACRAMENTO, CA 95814

DAVID VIDAVER
CALIFORNIA ENERGY COMMISSION
1516 NINTH STREET, MS-20
SACRAMENTO, CA 95814-5512

GABRIEL HERRERA
OFFICE OF CHIEF COUNSEL
CALIFORNIA ENERGY COMMISSION
1516 NINTH STREET, MS 14

SACRAMENTO, CA 95814-5512

JIM WOODWARD
ELECTRICITY SUPPLY ANALYSIS DIVISION
CALIFORNIA ENERGY COMMISSION
RESOURCES
1516 NINTH STREET, MS 20
SACRAMENTO, CA 95814-5512

HOLLY B. CRONIN
STATE WATER PROJECT OPERATIONS DIV
CALIFORNIA DEPARTMENT OF WATER

2033 HOWE AVE., STE. 220
SACRAMENTO, CA 95825-0181

ROSS A. MILLER
ELECTRICITY ANALYSIS OFFICE
CALIFORNIA ENERGY COMMISSION
1516 9TH STREET MS 20
SACRAMENTO, CA 96814-5512

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. Golden State Water Company/Bear Valley Electric Service/ U 913-E

Utility type:

ELC GAS
 PLC HEAT WATER

Contact Person: Nguyen Quan

Phone #: (909) 394-3600 ext. 664

E-mail: nquan@gswater.com

EXPLANATION OF UTILITY TYPE

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

(Date Filed/ Received Stamp by CPUC)

Advice Letter (AL) #: 261-E

Subject of AL: Modifications to the Tariff and Standard Contract for the Purchase of Eligible Renewable Generation from Public Water and Waste Water Facilities and Small Renewable Generators

Keywords (choose from CPUC listing): Compliance

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

If AL filed in compliance with a Commission order, indicate relevant Decision/Resolution #: E- 4442

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: N/A

Resolution Required? Yes No

Tier Designation X1 2 3

Requested effective date: January 3, 2012

No. of tariff sheets: 39

Estimated system annual revenue effect: (%): None

Estimated system average rate effect (%): None

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: None

Service affected and changes proposed¹: None

Pending advice letters that revise the same tariff sheets: None

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

inj@cpuc.ca.gov and mas@cpuc.ca.gov

Golden State Water Company

Attn: Nguyen Quan Reg. Affairs

630 E. Foothill Blvd.,

San Dimas, CA 91773

nquan@gswater.com

¹ Discuss in AL if more space is needed.