

**BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF CALIFORNIA**

Order Instituting Rulemaking to Continue Implementation
and Administration of California Renewables
Portfolio Standard Program.

Rulemaking 06-05-027
(Filed May 25, 2006)

**COMMENTS OF THE CALIFORNIA WIND ENERGY ASSOCIATION
IN RESPONSE TO THE SCOPING MEMO AND RULING OF ASSIGNED
COMMISSIONER FILED AUGUST 21, 2006**

Joseph M. Karp
Karen E. Bowen
Winston & Strawn LLP
101 California Street, 39th Floor
San Francisco, California 94111
Telephone: (415) 591-1100
Facsimile: (415) 591-1400
jkarp@winston.com
kbowen@winston.com

Attorneys for the California Wind Energy
Association

October 13, 2006

RECEIVED

OCT 13 2006

**PUBLIC UTILITIES COMMISSION
MAILROOM**

**BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF CALIFORNIA**

Order Instituting Rulemaking to Develop Additional
Methods to Implement the California Renewables
Portfolio Standard Program.

Rulemaking 06-05-027
(Filed May 25, 2006)

**COMMENTS OF THE CALIFORNIA WIND ENERGY ASSOCIATION
IN RESPONSE TO THE SCOPING MEMO AND RULING OF ASSIGNED
COMMISSIONER FILED AUGUST 21, 2006**

I. INTRODUCTION

Pursuant to the August 21, 2006 Scoping Memo and Ruling of Assigned Commissioner (“Scoping Memo”) and the September 14, 2006 Administrative Law Judge’s Ruling on Filing of Draft 2007 RPS Procurement Plans and Revised Schedule, the California Wind Energy Association (“CalWEA”) submits these comments on the issues listed in Attachment A of the Scoping Memo.

II. COMMENTS

1. Procurement Cycle

1.1 Maintain and administer an annual procurement cycle.

CalWEA supports the California Public Utilities Commission (“Commission”) maintaining and administering an annual procurement cycle for Renewables Portfolio Standard (“RPS”) solicitations. An annual cycle, with predictable solicitation dates and schedules, provides a measure of certainty for developers and allows for realistic project-development planning. With an annual cycle, wind project developers, for example, can determine when best to conduct wind studies, when to apply for permits and when to file interconnection applications. This results in more complete and dependable data for the utilities to utilize when reviewing submitted offers.

CalWEA supports an annual cycle with realistic start and stop times for each utility. The Request For Offers (“RFO”) process should be long enough to allow

sufficient review and negotiation by the utilities and developers, but should not extend so long as to create uncertainty for developers. CalWEA further supports a coordinated staggered schedule for the individual utility RFOs to allow bidders to focus their efforts on one individual RFO at a time. Not only does this ease costs for bidders by reducing the need to prepare multiple bids at the same time, it gives the utilities more certainty that, if an offer is shortlisted, the developer will not pull out to pursue another utility's concurrent RFO.

1.2 Change to a continuous approach.

CalWEA does not support a continuous RFO approach. Essentially, a continuous cycle means that there is no real "auction-type" solicitation in which bids compete against one another in a structured process, during the same time frame and pursuant to a consistent set of rules. Rather, every negotiation is a bilateral negotiation. If, for example, the utility desires to reform its bidding rules or requirements in a structured solicitation, the change would ordinarily apply to all bidders, or the utility would wait until the next solicitation to make the change. In a continuous solicitation, it is unclear how the change in rules might affect bidders that bid before the rule change vis-à-vis those that bid after the rule change.

Further, it is unclear how the utilities would be able to compare various offers in a uniform least-cost best-fit process. And, as the Market Price Referent ("MPR") is established following each utility determining its shortlist, it is uncertain how future MPRs would be established under a continuous approach where shortlisting most likely would not exist.

1.3 Change to some other cycle.

CalWEA has no comment on this issue.

1.4 Combine the RPS with all-source bidding.

CalWEA is against combining the RPS solicitations with all-source bidding. Utilities must consider unique bid evaluation issues when reviewing offers from renewable resources, as well as statutory requirements specific to renewables. Combining renewables with non-renewables bidding would merely create confusion and

delay for all parties involved. However, the commission should ensure that renewables are able to participate in all-source RFOs if they chose to do so.

1.5 Simplify the procurement cycle in some other way.

CalWEA has no comment on this issue.

2. Risk-Sharing

2.1 Identify the risks now in the RPS program, and the way risks are now treated and/or shared between program participants, LSE shareholders, and ratepayers.

Every state program and every commercial arrangement involves an allocation of risks. A program as complicated as the RPS program and a commercial arrangement as comprehensive as a power purchase agreement with a new renewable resource involve many decisions with respect to risk allocation. CalWEA believes it is very important for the Commission to make sensible allocations relating to risk-sharing. For renewable resource developers, risk allocation takes place primarily in the various contract terms to be entered into. CalWEA has consistently advocated standard contract terms, especially regarding terms where material risk allocation takes place, so that a consistent and rational risk allocation process may take place. If risk allocation is not done properly in power purchase agreements, projects may not get financed, or if financed, may not survive. Of course, risk allocation is a two-way street. Utilities and their customers should not be expected to shoulder disproportionate risks either.

Among the many important risk issues to be dealt with in the RPS contracts are: credit (i.e., an assurance of performance or ability to pay damages in the event of a default), change in law, force majeure, curtailment, market price, permitting, resource availability (i.e., fuel), performance, scheduling deviation, interconnection/transmission availability, and congestion. With few exceptions, the RPS program does not provide any guidance to the parties regarding risk allocation, leaving it to the utilities to negotiate risk issues with individual developers. For example, with respect to credit risk, the standard contract term adopted by the Commission merely sets forth a number of options derived from the standard EEI contract form (a contract form designed to be used by

energy traders and not power plant owners) to be negotiated between the parties.¹ Likewise, the standard term for developer performance obligations consist of a template without any specific guidance as to appropriate risk allocation.² CalWEA appreciates that the Commission recently directed Southern California Edison Company (“SCE”) to adopt Pacific Gas & Electric Company’s (“PG&E’s”) approach to allocating any risk the future MRTU may have on the definition of “delivery point.”³

2.2 Compare this treatment or sharing with ways that risks are treated or shared in other portions of the electricity market.

CalWEA has no comment on this issue.

2.3 Address the role in the RPS program for the risk mitigation tools presented at the June 27, 2006 CEC workshop on reducing the cost of capital for generation projects.

See CalWEA’s comments on credit in issue 3, below.

2.4 Recommend changes, if any, to the way risks are treated and/or shared in the RPS program.

Rather than proposing specific allocations of risk issues out of context, CalWEA will address the issue of proper risk allocation in its comments on standard contract terms, below. Generally speaking, the Commission should ensure that risk allocation within the RPS program is coherent and uniform among the utilities, and will allow for projects to be developed and financed at the lowest cost to ratepayers.

¹ D.04-06-014, Appendix A, at A-21 #(12).

² *Id.* at A-10 #(7).

³ D.06-05-039, at 40-41.

3. Standard Terms and Conditions

3.1-3.3 Identify contract terms and conditions that need improvement, and propose specific recommendations; address whether or not the Commission should require each LSE to employ the same contract structure (even if not the same language); address whether or not the Commission should require each LSE to employ the same contract with the same contract language.

CalWEA has long advocated standard contracts for the RPS program and continues to support standardization of as many terms and conditions as possible.⁴ While negotiation will be necessary to address project-specific issues, a standard contract form that provides a real basis for negotiations would be a great improvement to the RPS process. The primary benefits of standardization would be (a) enabling better comparisons among bids, as developers are bidding against a uniform baseline, (b) reducing negotiating time, and (c) facilitating both transparency and appropriate risk allocation which, in turn, will help reduce the cost of project development and should lead to lower bid prices

Beyond standardizing key terms and conditions, CalWEA supports requiring all utilities to use the same contract structure with the same contract language. Not only is this more efficient for all parties, it would facilitate bidder participation and simplify Commission and utility procurement review group (“PRG”) evaluation. CalWEA recognizes that this will not be popular with the utilities. Nevertheless, it is undeniable that it would result in a more efficient and inclusive process.

It is very important to recognize that adopting a standard contract should be much easier now as we have the utilities’ existing contracts as a starting point. With three years of RPS contracting experience, the utilities and interested parties should be able to adopt a single standard contract for all three utilities (perhaps with slight modifications per utility as necessary), or at least a much more detailed set of standard contract terms than

⁴ See, e.g., CalWEA’s Supplement To Testimony On Standard Contract Terms And Conditions in R.01-10-024 (April 1, 2003); and the Comments of CalWEA, CBEA, and Calpine Corp. on the Proposed Decision Addressing RPS Standard Contract Terms and Conditions in R.04-04-026 (May 28, 2004).

exist to date. This standard contract would be presumed by the Commission to be reasonable, while still allowing utilities and project developers the ability to modify the contract to fit individual project development needs. Of course, any deviations would need to be justified by the parties and approved by the Commission. California's experience with the Interim Standard Offer 4 ("ISO4") contracts shows that using standard contracts does not hinder renewable development, in fact it enhances renewable development.

Standardizing the traditional boilerplate language in the utilities' contracts, such as assignment, governing law, severability, insurance, and indemnification, is relatively easy. The key is to standardize the more substantive contract terms, those that embody material risk allocation issues: credit, performance obligations, milestone schedules, termination and remedies (including liquidated damages), curtailment, and the risk of deviations associated with scheduling energy, to name a few. As mentioned above, the Commission has adopted standard terms with respect to some of these issues, but they are sufficiently nebulous as to provide little guidance to the parties.

CalWEA sets forth the following proposals for specific contract terms.

Credit: CalWEA believes that the utilities' requirements for developer credit support are far from reasonable. A small, but meaningful, deposit prior to commercial operation may be appropriate to ensure that a developer does not treat the contract as a mere option and is motivated to honor its contractual obligations. However, excessive credit deposits for projects that have already achieved commercial operation are unnecessary and overly burdensome, leading to excess ratepayer cost. This is especially true in situations such as repowering an existing wind farm, which should not require any credit support. Renewable power plants, particularly those that have been financed by third parties, are inherently creditworthy, and should be treated as such by the utilities. CalWEA would not oppose requiring such credit provisions as utility step-in rights or even a second lien on project assets, as well as a requirement that any lender, upon foreclosure, honor the power purchase agreement. As such, the Commission should tighten up the standard credit terms and eliminate the requirement that project owners provide financial credit support after achieving commercial operation. Requiring too

much credit support will provide disincentives for some developers to participate in the RFOs, thus denying California ratepayers a more robust solicitation.

It is also important to consider utility credit risk. Currently, the utilities discourage developers from even asking for credit support. This may be acceptable so long as the utilities maintain high (i.e., investment grade) credit ratings. But if the utility loses such status (and Edison and PG&E both did in the very recent past) then developers should be entitled to financial credit support. Otherwise, they cannot be expected to obtain necessary financing and develop their projects. As such, CalWEA proposes that the Commission adopt a standard contract term requiring the utilities to post credit support if they lose their investment grade status.

Performance requirements: For wind projects, CalWEA supports a standard energy delivery guarantee equal to 70% of expected annual deliveries evaluated over a two year cycle. Ideally, this would be structured such that the project needs to meet the 70% threshold one year in every two-year period. CalWEA also supports an availability guarantee (which, essentially, is a guaranty that the project could generate if the wind were adequate and applies whether or not energy is produced) equal to 85% per year. The energy delivery guarantee ensures that the developer does a reasonable job of picking its site and forecasting its operations, while providing sufficient leeway to account for bad wind years - which do, in reality, occur and the timing of which, so far, cannot be predicted. The availability guarantee ensures that the developer has viable technology and properly maintains it on an ongoing basis. The foregoing two performance obligations are designed to place an appropriate amount of performance risk on the developer, enough to motivate prudent performance, while not so much as to create unnecessary risk of default.

Involuntary curtailments: Given that RPS contracts are structured on a cents-per-kWh, pay-for-delivery basis, transmission curtailments could have a material impact on project revenues. Developers have virtually no control over transmission curtailments (which may be considered force majeure events). Utilities, on the other hand, by virtue of their ownership of the transmission system, are in a better position to manage curtailment risks, although, admittedly, no party can prevent force majeure type

curtailments from occurring. Nevertheless, because renewable project developers, if left to absorb curtailment risk, will simply pass the risk along to the utility in its rates and is less efficient at managing curtailment risk than is the utility, the Commission should adopt a standard contract term allocating curtailment risk to the utility. This would take the form of (i) excuse from performance requirements during any curtailment, and (ii) a cap on the number of hours over which the developer may be curtailed without payment and a “notional” energy payment based upon prior plant performance.

Change in law: Simply put, developers should not be required to take change in law risk. They cannot control it or insure against it. The Commission should adopt a standard contract term providing excuses from performance by the developer if it is prevented from performing due to a change in law and protection if its costs increase as a result of changes in law. The changes anticipated with the California ISO’s MRTU provide an excellent example: congestion. It is anticipated that, once the nodal market structure is implemented, what would now be considered intra-zonal congestion (which currently has no cost effect on plant owners) will be a very real cost. Project developers cannot predict these costs today and, as result, cannot incorporate the costs into their prices. As such, they should not be required to bear congestion risk associated with the change in market structure anticipated with MRTU.

Importantly, while changes in law that prevent utility performance may also justify excuse of utility performance, the utility must not be able to claim a “regulatory out” as a result of the risk of future disallowance. The Commission is well-versed in these issues.

Force majeure: Force majeure risk is akin to change in law risk, and developers should not be liable for failure to perform resulting from force majeure events. It would be reasonable, however, for both parties to have a termination right if force majeure events prevent performance for an extended period of time (e.g., 18 months). Such a termination right should be with no liability for default.

Permitting: Ordinarily, permitting risk is the developer’s and in most cases CalWEA believes that it should remain so. In other words, if the developer is unable to complete its project because it is unable to obtain permits (absent a change in law), it is

usually appropriate to consider this a default. There is, however, an exception if project development is to occur over an extended period of time or over an indeterminate location. In these cases, it is not reasonable to hold the developer to obtaining permits, and the developer should be excused from performance if it is unable to do so.

Scheduling deviations: CalWEA has long advocated that the utilities should serve as the scheduling coordinators for renewable projects and manage the risks associated with deviations between scheduled and actual generation. Given the size and diversity of their generation resources, they are in a far better position to manage these risks than is a developer. CalWEA is gratified that SCE has accepted scheduling responsibility in its 2006 solicitation. However, SCE still seeks to impose the risk of deviations outside a very narrow bandwidth back on developers. This is not appropriate. Just as the utilities manage deviations with existing QF projects under standard offer contracts, they should manage deviations with respect to RPS resources. Of course, prudent management techniques, such as participation in the ISO's PIRP program and mandatory good faith (but non-binding) delivery forecasts should be employed.

3.4-3.6 Identify the specific contract language that requires significant waiver of rights; state the reasons for and against inclusion or exclusion of such broad waiver language; state whether or not the Commission should require elimination of broad waiver language in some or all contracts.

CalWEA does not support the use of unreasonable and overreaching waivers such as PG&E's Waiver of Claims at section XVII of its RPS Protocol.⁵ These types of waivers, which purport to preclude a bidder from pursuing claims against the utility anywhere other than in a protest to an advice letter seeking approval of other RPS contracts, are grossly over-reaching by the utility. Assuming that they are enforceable (which may or may not be the case) they would, effectively, offer no remedy for developers should the utility act unreasonably in the conduct of its solicitation. This kind of provision benefits nobody (neither developers nor ratepayers) except a utility that is acting unreasonably. The Commission should require elimination of such broad waiver language whenever it appears in a utility's solicitation materials.

3.7 State whether or not individual contract negotiations and/or bilateral contracts should always be permitted even if contracts are further standardized.

As stated above, CalWEA appreciates that a standardized contract may not always sufficiently cover every aspect of a particular agreement and therefore negotiated deviations from the standard contract terms should be permitted upon Commission approval. CalWEA also continues to support free use of bilateral contract negotiations outside of RFOs; provided, that such contracts should not be eligible for supplemental energy payments and the Commission may wish to subject such contracts to greater scrutiny in its approval process.

⁵ Section XVII of PG&E's RPS Protocol demands that all bidders waive their rights to assert any claim or complaint related to PG&E's solicitation. The only exception to this broad waiver is for the bidder to participate in non-binding voluntary alternative dispute resolution or file protests to advice letters filed in the RPS OIR docket. If any bidder violates these provisions, PG&E reserved the right to terminate the solicitation in total.

4. Repowering

4.1 The feasibility of repower opportunities.

CalWEA has long been an advocate for repowering and has been encouraged that the Commission has likewise supported repowering. Among other benefits, repowering has significant environmental and economic benefits. For example, because repowering usually involves the replacement of numerous smaller wind turbines with fewer larger wind turbines, repowering is expected to reduce avian fatalities. The modern equipment brings with it far greater energy conversion efficiency as well as power quality benefits to the grid. Repowering also will stimulate the local and state economies by creating construction jobs, generating substantial state sales tax revenues, generating substantial additional property tax revenues (by replacing old equipment having little or no tax basis with new equipment having a current tax basis that could be 10-20 times greater), and by generating significant building and other permit fees, among other things.

While supporting repowering, the Commission has not taken any concrete and affirmative steps to promote repowering, instead leaving it to the utilities to negotiate with developers as part of the normal conduct of their business. *See, e.g.*, D.05-10-014, at 17. As a result, there has been limited success with repowering of wind projects to date.⁶ Due to the “California Fix” amendment to federal product tax credit (“PTC”) legislation, the availability of PTCs is limited for wind projects that operate under existing standard offer contracts. These projects must either obtain contract amendments from the utilities that provide short-run avoided cost (“SRAC”) prices for incremental deliveries or obtain whole new contracts from the utilities. As the gatekeepers for PTCs and, therefore, repowers, the utilities have, with a few notable exceptions, frustrated repower efforts by developers.

⁶ A limited number of CalWEA members have successfully repowered wind facilities. CalWEA considers these to be the “low hanging fruit;” projects that were not performing nearly up to the relevant site's potential. The overwhelming majority of existing facilities have not been, but could be, repowered under the right conditions.

The time is ripe for the Commission to take concrete and affirmative action in support of repowers. The federal PTC is a very significant benefit that may not last forever. It provides an additional source of revenues to project developers that is passed along to ratepayers in the form of lower prices for wind energy. As such, it is important to take action now, while it is still likely that there will be a PTC. Repowering now also mitigates the risk of wind facility shutdowns in specific areas such as the Altamont, where Alameda County has required that project owners either to repower or remove turbines on a defined schedule due to avian impacts. Repowering also ensures that this land is preserved for wind energy production (rather than otherwise developed), a very important consideration given the state's long-term carbon reduction goals. Repowering improves the power quality of existing projects as new turbines have to meet FERC's new grid code standards for wind.⁷ This provides much needed grid benefits. Finally, repowering assists utilities in meeting their near-term RPS goals as preserves and increases their existing baselines and, at least outside of Tehachapi, no significant, time-consuming transmission upgrades would be required. This is especially important given that the utilities are behind in meeting their RPS goals and SCE has even stated that it does not project meeting the 20% requirement by 2010 due to transmission issues.⁸

4.2 Specific changes to the RPS program to facilitate repower opportunities.

Given that projects seeking to repower are already covered by an existing power purchase contract, which contract generally performs very well for both the developer and the utility, CalWEA believes that the standardization of a repower contract amendment or a whole new contract should be eminently achievable. CalWEA proposes two standard repower contract forms; term sheets for both are attached to these comments.

The first proposed standard repower contract form is an amendment to the developer's existing standard offer contract designed to fit "hand-in-glove" the

⁷ See http://www.awea.org/newsroom/releases/news_pr_12132005.html.

⁸ See Southern California Edison Company's (U 338-E) 2007 Renewables Portfolio Standard Procurement Plan, at pp. 10-13 (filed September 25, 2006).

parameters of the California Fix. It retains ISO4 contract pricing (SRAC energy plus fixed as-available capacity pricing) for historical deliveries and provides for SRAC energy and prevailing as-available capacity prices for incremental output. It also retains ISO4 terms and conditions for all output. This contract form corresponds to repower contract amendments that the Commission already approved for a number of projects in Resolution E-3935. Furthermore, it utilizes SRAC pricing which, as the Commission's own pricing construct, should be viewed as inherently reasonable. Given that repowers cannot reasonably be expected to occur without at least 10-year contract terms, this option proposes that the ISO4 contract be extended, if necessary, to allow for at least 10 full years. The term sheet for Option 1 is attached hereto as Attachment A.

The second option involves a new power purchase contract to be applied to a repower project in lieu of the ISO4 contract. This new contract will also permit developers to obtain PTCs by eliminating the existing contract and thereby taking the contract out of the ambit of the California Fix. The critical difference between this new contract option and the contract amendment option is that the new contract would employ fixed prices as opposed to prevailing SRAC prices. CalWEA envisions that the terms of this new contract would be very similar to those of the ISO4 contract, given its proven success. As the new contract would govern an existing facility with a pre-existing contractual relationship with the utility and proven track record for operations, CalWEA does not anticipate that onerous credit or performance requirements would be needed or included, and that the utility would continue to perform scheduling coordinator duties for the facility as under the ISO4. The term sheet for Option 2 is attached hereto as Attachment B.

Because of the unique characteristics of every wind project (e.g., capacity factor, turbine cost), it may not be possible to arrive at a standard fixed price for every repower project under Option 2. As a result, CalWEA proposes a standard pricing methodology to facilitate negotiations between the utility and the developer as well as facilitating review by the Commission and the utility's PRG. In particular, CalWEA proposes a basic pricing model that contains the key assumptions that any wind developer would consider when deciding whether to repower its project or not, including the value of the

existing ISO4 contract and the value of PTCs. Here is how the model operates: assume that a developer has an existing ISO4 contract that expires at the end of 2012 and that this developer is willing to repower this project beginning on January 1, 2009, thus terminating the existing ISO4 contract four years before it is scheduled to expire.⁹ The first step of the model calculates the net present value of the developer's expected after-tax profits from the last four years of operations of the existing project under the ISO4. The next step of the model assumes that the developer repowers the project with new turbines with the same MW capacity as the existing project, and signs a new 20 year, fixed-price contract with the utility for the output from the repowered project. The model determines the 20 year fixed price for the new contract that provides the developer with the same after-tax, after-PTC net present value that the developer will give up by terminating the old contract four years early. In other words, the model determines the price for the repowered project that provides the developer with the same economic benefits that the developer would have received if it had not undertaken the repowering. Based on CalWEA's work with this model to date, CalWEA believes that many existing wind projects in California can be repowered at prices that provide ratepayers with the benefit of substantial incremental renewable generation at prices that are below today's MPR.¹⁰ Our proposal is that developers electing to employ Option 2 would bid their repower proposals to the utility using this repower pricing model. The utility would forward the proposal to its PRG for review and discussion, and would then negotiate with the developer. Importantly, the model is not designed to be a mechanism under which the developer is required to present its actual costs. Rather it is designed to allow the developer, utility, PRG and Commission to work from a common set of assumptions about what it costs to repower a wind project. Obviously, the assumptions used in the model, including during negotiations, are far less important than the acceptability for all parties of the resulting price.

⁹ The choices of an ISO4 contract expiring in 2012 and a repowering project starting in 2009 are just an example – the model can accommodate a variety of expiration dates for the existing contract and start dates for the repowered project.

¹⁰ CalWEA has had initial discussions with TURN and UCS about this model, and plans to discuss the model with other parties, including the utilities, in the near future.

Each option, admittedly, has strengths and weaknesses. Option 1, a simple form contract amendment, would eliminate delays over negotiating the price. However, this option provides no price certainty once the contract is signed, as the price is tied to prevailing SRAC and as-available capacity prices (although developers should be able to hedge at least the SRAC variability with natural gas purchases). The second option, executing a new contract, provides price certainty as it employs a fixed price for the life of the contract, but if the parties cannot agree on that price, the new contract will never be executed. CalWEA believes that both options should be available to developers, and proposes to convert the term sheets into specific contract language utilizing already approved repower contracts (e.g., those approved in Resolution E-3935) for specific language.

5. **Biomass**

CalWEA has no comment on this issue.

6. **Flexible Compliance After 2010**

CalWEA has no comment on this issue at this time.

7. **Other Program Improvements**

The current RPS bidding and contract negotiation process is too expensive, drawn out, and onerous, which drives participants away and yields undesirable results; it needs to be greatly simplified and made more transparent. The utilities have complained about lack of bidder responsiveness after bid submission and the occasional need for a bidder to adjust its bid prices; these problems are caused by (i) the long delay between submitting a bid, being short-listed, and going through negotiations (meanwhile, equipment prices change and developers move on to other opportunities), and (ii) the bidder's knowledge that the initial bids are going to be subject to protracted negotiations. Also, a bidder can spend \$150,000 or more to bid into a utility RFO (before going through negotiations) and have no idea why the bid was rejected. This situation – the high cost of bidding and the failure to provide the bidder with feedback that he can use to improve his next bid, which

leads to suspicion about the fairness of the process – discourages another attempt at bidding.

The single step that the Commission can take that will go the farthest in remedying this problem is to adopt a single standard contract for all three utilities (perhaps with slight modifications per utility as necessary), or at least a much more detailed set of standard contract terms. The next most important reform would be to develop a uniform, transparent least-cost, best-fit bid evaluation methodology, with some disclosure of the results. The more bidders can trust that their bids are being fairly evaluated, the greater confidence there will be in the process, and the more participation. Knowing the methodology will also enable bidders to prepare projects with the greatest value. The fear of gaming has caused undue secrecy that is harming the process; the methodology and rules can be designed to eliminate gaming potential.

CalWEA also supports limited disclosure of results, such as the price of the lowest bid for each technology that did not make it onto the shortlist or an average of the three utilities' lowest-losing bids per technology. All markets work based on disclosure of prices, which promotes competition. Revealing some information will also reduce suspicion about the process. In addition, the utilities should be required to give the bidder the specific reason(s), in writing, why the bid was not short-listed – e.g., price, timing, transmission bid adder, value, developer track record, etc. The utilities should also provide information after every solicitation documenting the number of bids, the number of short-listed bids, and the number of contracts, along with total MW bid per technology.

CalWEA also recommends that the Commission support transferring the Supplemental Energy Payment (“SEP”) fund (part of the larger Public Goods Charge fund) from the California Energy Commission to the utilities. By transferring the SEP fund to the utilities, the Commission would eliminate the risk that the SEP funds may be taken back by the legislature. Without providing for a more certain future for SEP funds, projects requiring SEP payments will be very difficult, if not impossible, to finance. Transferring the SEP Fund to the utilities would provide this certainty. This change would require a legislative amendment to the RPS law.

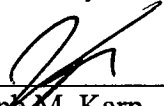
CalWEA also suggests, for the 2007 RFOs currently under review by the Commission, that the Commission consider adopting policy that allows the utilities to assume the low risk of the PTC not being extended for two more years through 2009. This would be accommodated by requiring developers to bid two prices, one with and one without PTCs. This has been required in the past by the Commission. The utility could then agree to pay the developer whichever price is applicable (depending upon whether PTCs are extended or not). This kind of mechanism will allow wind developers to know that they are able to develop their projects notwithstanding the lack of certainty regarding a PTC extension. They will then be able to order turbines and proceed with project permitting at the earliest possible time. This also would help to alleviate the PTC “boom & bust” cycle, which has inflated turbine prices to the detriment of developers and consumers alike. Such a policy could greatly facilitate meeting RPS goals by allowing projects to proceed at a quicker and more rational pace.

In conclusion, by standardizing contract terms, many of the goals identified by the Commission, such as increased transparency, reduced complexity, and equal treatment between all parties, would be furthered. Maintaining an annual procurement cycle, especially one that staggers the utility RFOs, would allow developers to submit more complete bids, allowing for improved application of least-cost, best-fit criteria and better assessments of project viability. Creating a uniform, transparent least-cost, best-fit bid evaluation methodology, with some disclosure of the results, would assist bidders in their preparation of bids and alleviate suspicions on the fairness of the process. These improvements to the RPS Program would most likely lead to improved generator participation, which would in turn allow the utilities a better opportunity to reach program goals.

III. CONCLUSION

CalWEA respectfully requests that the Commission adopt the recommendations set forth above.

Respectfully submitted,



Joseph M. Karp
Karen E. Bowen
Winston & Strawn LLP
Attorneys for the California Wind Energy
Association


October 13, 2006

VERIFICATION

I am the Executive Director of the California Wind Energy Association and am authorized to make this verification on its behalf. I am informed and believe that the matters stated in the foregoing document are true.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this 13th day of October 2006 at Berkeley, California.



Nancy Rader
Executive Director
CALIFORNIA WIND ENERGY ASSOCIATION

2560 Ninth Street, Suite 213A
Berkeley CA 94710

ATTACHMENT A

Repower Term Sheet – Option 1 / ISO4 PPA Amendment

1. Unless otherwise stated below, all terms of original ISO4 PPA remain in effect.
2. Term of PPA to be extended to provide for 10 year minimum remaining term after repower's commercial operation date. Developer to be given reasonable period of time to complete construction of repower after execution of Amendment.
3. Definition of project site to be amended to permit new turbines located on parcels near to original project to be included in PPA.
4. Estimated annual deliveries term, if applicable, is to be updated to permit expected repowered energy deliveries.
5. If nameplate rating of original project does not change, no need for system impact study, facilities study or any action related to interconnection or transmission service.
6. Nameplate rating of original project may be increased, at the option of seller, by 20%. If new capacity is within limits of existing Interconnection Facilities Agreement, no further action is required. If new capacity exceeds limits of existing Interconnection Facilities Agreement, and developer employs reliable mechanisms to ensure that output to remains within limits of existing Interconnection Facilities Agreement, no further action is required. If new capacity and anticipated deliveries exceed limits of existing Interconnection Facilities Agreement, any necessary interconnection studies are to be conducted by utility under Rule 21.
7. Nameplate rating of original project may be increased by more than 20% with utility approval and subject to ISO interconnection protocols.
8. Utility is to continue to serve as Scheduling Coordinator and shall implement its role as under the original ISO4 PPA.
9. Price for Historical Deliveries, defined below, will be per original ISO4 capacity and energy pricing terms. Price for deliveries above Historical Deliveries will be

SRAC energy and prevailing CPUC approved as-available / as-delivered capacity prices.

- a. "Historical Deliveries" will be determined on a monthly basis pursuant to the following two-step process:
 - i. First, determine annual average quantity as the greatest of (i) the annual average of deliveries from the project between 1994-1998 (with years in which only parts of the project are in service to be excluded); or (ii)(a) the estimated annual deliveries set forth in the PPA or if no estimate is in the PPA then (b) the greatest annual quantity in 1996, 1997 or 1998.
 - ii. Second, determine the monthly quantities by prorating the annual quantity on a monthly basis using (y) in the case of an annual quantity determined under (i) or (ii)(a) above, the average monthly quantities in the full project years between 1994 and 1998, or (z) in the case of an annual quantity determined under (ii)(b) above, the monthly quantities from the relevant year.

10. Seller to retain full value of PTC and other financial incentives.
11. Seller to convey all environmental and capacity attributes to utility.
12. PPA amendments with many of the terms included above were approved by the CPUC in Resolution E-3935 (July 21, 2005). Form PPA amendment to be developed and approved by CPUC via expedited motion using samples from Resolution E-3935.
13. Utilities must negotiate in good faith to accommodate unique circumstances associated with proposed repower projects; separate ratepayer benefits are not required to accommodate individual deviations from the form.
14. No CPUC approval is required for PPA amendments conforming to form PPA amendment (including minor deviations to accommodate unique repower circumstances). Amendments to be filed by compliance advice letter filings.

ATTACHMENT B

Repower Term Sheet – Option 2 / New PPA

1. Original ISO4 to be terminated without penalty upon commercial operation date of repower. Developer to be given reasonable period of time to complete construction of repower after execution of Amendment.
2. Term of PPA to be 10, 15 or 20 years, at option of seller.
3. Utility to be Scheduling Coordinator as under pre-existing ISO4 contract, but repowered project to contain sufficient meteorological equipment to permit PIRP compliance (at utility cost).
4. No financial credit requirements for either seller or utility (so long as utility maintains investment grade credit rating), although utility to have second lien on assets and step-in rights in the event of a material default (to be defined in PPA).
5. Delivery point to be project busbar, with no project liability for congestion.
6. Line losses set based upon CPUC-approved method for QFs.
7. If nameplate rating of original project does not change, no need for system impact study, facilities study or any action related to interconnection or transmission service.
8. Nameplate rating of original project may be increased, at the option of seller, by 20%. If new capacity exceeds limits of existing Interconnection Facilities Agreement, and developer employs reliable mechanisms to ensure that output to remains within limits of existing Interconnection Facilities Agreement, no further action is required. If new capacity and anticipate deliveries exceed limits of existing Interconnection Facilities Agreement, any necessary interconnection studies to be conducted by utility under Rule 21.
9. Nameplate rating of original project may be increased by more than 20% with utility approval and subject to ISO protocols.
10. Pricing to be negotiated based on CalWEA evaluation model.

11. Mechanical availability warranty to be 85% annual requirement. Energy delivery guaranty set at 70% of expected annual deliveries, to be met in one of any two calendar years.

12. Seller to retain full value of PTC and other financial incentives.

13. Seller to convey all environmental and capacity attributes to utility.

14. Form PPA to be developed and approved by CPUC via expedited motion.

Utilities must negotiate in good faith to accommodate unique circumstances associated with proposed repower projects; separate ratepayer benefits are not required to accommodate individual deviations from the form PPA.

PPAs to be filed by compliance advice letter filings.

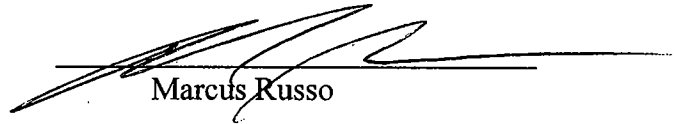
Certificate of Service

I hereby certify that I have this day served a copy of the

Comments of the California Wind Energy Association in Response to the Scoping Memo and Ruling of Assigned Commissioner Filed August 21, 2006

on all known parties to R.06-05-027 by sending a copy via electronic mail and by mailing a properly addressed copy by first-class mail with postage prepaid to each party named in the official service list without an electronic mail address.

Executed on October 13, 2006, at San Francisco, California.


Marcus Russo

CALIFORNIA PUBLIC UTILITIES COMMISSION

Service Lists

Proceeding: R0605027 - CPUC - OIR TO CONTIN

Filer: CPUC - ELECTRICAL ENTITIES

List Name: LIST

Last changed: October 12, 2006

[Download the Comma-delimited File](#)
[About Comma-delimited Files](#)

[Back to Service Lists Index](#)

Appearance

ENERGY AMERICA, LLC
ONE STAMFORD PLAZA, 8TH FLOOR
263 TRESSER BLVD.
STAMFORD, CT 06901

ADRIAN PYE
ENERGY AMERICA, LLC
ONE STAMFORD PLAZA, EIGHTH FLOOR
263 TRESSER BLVD.
STAMFORD, CT 06901

DANIEL V. GULINO
RIDGWOOD POWER MANAGEMENT, LLC
947 LINWOOD AVENUE
RIDGWOOD, NJ 07450

RICK C. NOGER
PRAXAIR PLAINFIELD, INC.
2711 CENTERVILLE ROAD, SUITE 400
WILMINGTON, DE 19808

KEITH MC CREA
ATTORNEY AT LAW
SUTHERLAND, ASBILL & BRENNAN
1275 PENNSYLVANIA AVENUE, NW
WASHINGTON, DC 20004-2415

CAROL A. SMOOTS
PERKINS COIE LLP
607 FOURTEENTH STREET, NW, SUITE 800
WASHINGTON, DC 20005

RHONE RESCH
SOLAR ENERGY INDUSTRIES ASSOCIATION
805 FIFTEENTH STREET, N.W., SUITE 510
WASHINGTON, DC 20005

GARSON KNAPP
FPL ENERGY, LLC
770 UNIVERSE BLVD.
JUNO BEACH, FL 33408

KEVIN BOUDREAU
MANAGER-RETAIL OPERATIONS
CALPINE POWERAMERICA CA, LLC

ELIZABETH WRIGHT
OCCIDENTAL POWER SERVICES, INC.
5 GREENWAY PLAZA, SUITE 110

717 TEXAS AVENUE, SUITE 1000
HOUSTON, TX 77002

HOUSTON, TX 77046

LARRY BARRETT
BARRETT CONSULTING SERVICES
AOL
PO BOX 60429
COLORADO SPRINGS, CO 80960

STACY AGUAYO
APS ENERGY SERVICES COMPANY, INC.
400 E. VAN BUREN STREET, STE 750
PHOENIX, AZ 85004

NEW WEST ENERGY
ISB665
BOX 61868
PHOENIX, AZ 85082-1868

ROBERT NICHOLS
NEW WEST ENERGY
MAILING STATION ISB 665
BOX 61868
PHOENIX, AZ 85082-1868

DAVID SAUL
SOLEL, INC.
439 PELICAN BAY COURT
HENDERSON, NV 89012

SUSAN G. TRAUTMANN
SIERRA PACIFIC POWER COMPANY
6226 WEST SAHARA AVENUE
LAS VEGAS, NV 89151

RASHA PRINCE
SAN DIEGO GAS & ELECTRIC
555 WEST 5TH STREET, GT14D6
LOS ANGELES, CA 90013

DAVID L. HUARD
ATTORNEY AT LAW
MANATT, PHELPS & PHILLIPS, LLP
11355 WEST OLYMPIC BOULEVARD
LOS ANGELES, CA 90064

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

3 PHASES ENERGY SERVICES
2100 SEPULVEDA BLVD., SUITE 37
MANHATTAN BEACH, CA 90266

MICHAEL MAZUR
3 PHASES ENERGY SERVICES
2100 SEPULVEDA BLVD., SUITE 15
MANHATTAN BEACH, CA 90266

DANIEL W. DOUGLASS
ATTORNEY AT LAW
DOUGLASS & LIDDELL
21700 OXNARD STREET, SUITE 1030
WOODLAND HILLS, CA 91367

GREGORY S. G. KLATT
DOUGLASS & LIDDELL
21700 OXNARD STREET, SUITE 1030
WOODLAND HILLS, CA 91367-8102

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

CATHY KARLSTAD
SOUTHERN CALIFORNIA EDISON COMPANY
2244 WALNUT GROVE AVE.
ROSEMEAD, CA 91770

WILLIAM V. WALSH
ATTORNEY AT LAW
SOUTHERN CALIFORNIA EDISON
2244 WALNUT GROVE AVE.
ROSEMEAD, CA 91770

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

RONALD MOORE
GOLDEN STATE WATER/BEAR VALLEY ELECTRIC
630 EAST FOOTHILL BOULEVARD
SAN DIMAS, CA 91773

ANN MOORE
CITY OF CHULA VISTA
276 FOURTH AVENUE
CHULA VISTA, CA 91910

BARBARA BAMBERGER
ENVIRONMENTAL RESOURCE MANAGER
CITY OF CHULA VISTA
276 FOURTH AVENUE
CHULA VISTA, CA 91910

STRATEGIC ENERGY, LTD.
7220 AVENIDA ENCINAS, SUITE 120
CARLSBAD, CA 92009

AIMEE M. SMITH
ATTORNEY AT LAW
SEMPRA ENERGY
101 ASH STREET HQ13
SAN DIEGO, CA 92101

FREDERICK M. ORTLIEB
OFFICE OF CITY ATTORNEY
CITY OF SAN DIEGO
1200 THIRD AVENUE, 11TH FLOOR
SAN DIEGO, CA 92101

SEMPRA ENERGY SOLUTIONS
101 ASH STREET, HQ09
SAN DIEGO, CA 92101-3017

GREG BASS
SEMPRA ENERGY SOLUTIONS
101 ASH STREET, HQ08
SAN DIEGO, CA 92101-3017

SYMONE VONGDEUANE
SEMPRA ENERGY SOLUTIONS
101 ASH STREET, HQ09
SAN DIEGO, CA 92101-3017

THEODORE E. ROBERTS
ATTORNEY AT LAW
SEMPRA ENERGY
101 ASH STREET, HQ 13D
SAN DIEGO, CA 92101-3017

DONALD C. LIDDELL
ATTORNEY AT LAW
DOUGLASS & LIDDELL
2928 2ND AVENUE
SAN DIEGO, CA 92103

RICHARD F. WIEBE
LAW OFFICE OF RICHARD R. WIEBE
425 CALIFORNIA STREET, SUITE 2025

BILL LYONS
CORAL POWER, LLC
4445 EASTGATE MALL, SUITE 100

SAN FRANCISCO, CA 92104

SAN DIEGO, CA 92121

MARCIE MILNER
CORAL POWER, L.L.C.
4445 EASTGATE MALL, SUITE 100
SAN DIEGO, CA 92121

THOMAS R. DARTON
PILOT POWER SERVICES, INC.
SUITE 112
9320 CHESAPEAKE DRIVE
SAN DIEGO, CA 92123

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

LYNELLE LUND
COMMERCE ENERGY, INC.
600 ANTON BLVD., SUITE 2000
COSTA MESA, CA 92626

ROB GUNNIN
VICE PRESIDENT SUPPLY
COMMERCE ENERGY, INC.
600 ANTON BLVD., SUITE 2000
COSTA MESA, CA 92626

AOL UTILITY CORP.
12752 BARRETT LANE
SANTA ANA, CA 92705

COMMERCE ENERGY, INC
600 ANTON BLVD., SUITE 2000
COSTA MESA, CA 92870

GEORGE HANSON
DEPT OF WATER & POWER
CITY OF CORONA DEPT. OF WATER & POWER
730 CORPORATION YARD WAY
CORONA, CA 92880

YAREK LEHR
DEPARTMENT OF WATER
CITY OF CORONA DEPARTMENT OF WATER & POW
730 CORPORATION YARD WAY
CORONA, CA 92880

PHILLIP REESE
INC.
C/O REESE-CHAMBERS SYSTEMS CONSULTANTS,
PO BOX 8
3379 SOMIS ROAD
SOMIS, CA 93066

SARA PICTOU
EXECUTIVE ASSISTANT
OAK CREEK ENERGY SYSTEMS, INC.
14633 WILLOW SPRINGS ROAD
MOJAVE, CA 93501

JOSEPH LANGENBERG
CENTRAL CALIFORNIA POWER
949 EAST ANNADALE AVE., A210
FRESNO, CA 93706

DAVID ORTH
KINGS RIVER CONSERVATION DISTRICT
4886 EAST JENSEN AVENUE
FRESNO, CA 93725

JANE H. TURNBULL
LEAGUE OF WOMEN VOTERS OF CALIFORNIA
64 LOS ALTOS SQUARE
LOS ALTOS, CA 94022

JANIS C. PEPPER
CLEAN POWER MARKETS, INC.
PO BOX 3206
LOS ALTOS, CA 94024

BRUCE FOSTER
VICE PRESIDENT
SOUTHERN CALIFORNIA EDISON COMPANY
601 VAN NESS AVENUE, STE. 2040
SAN FRANCISCO, CA 94102

MATTHEW FREEDMAN
ATTORNEY AT LAW
THE UTILITY REFORM NETWORK
711 VAN NESS AVENUE, SUITE 350
SAN FRANCISCO, CA 94102

STEPHEN A.S. MORRISON
ATTORNEY AT LAW
CITY AND COUNTY OF SAN FRANCISCO
1 DR. CARLTON B. GOODLETT PLACE, RM. 234
SAN FRANCISCO, CA 94102

REGINA DEANGELIS
CALIF PUBLIC UTILITIES COMMISSION
LEGAL DIVISION
ROOM 4107
505 VAN NESS AVENUE
SAN FRANCISCO, CA 94102-3214

ROD AOKI
ATTORNEY AT LAW
ALCANTAR & KAHL, LLP
120 MONTGOMERY STREET, SUITE 2200
SAN FRANCISCO, CA 94104

CHARLES MIDDLEKAUFF
ATTORNEY AT LAW
PACIFIC GAS AND ELECTRIC COMPANY
77 BEALE STREET
SAN FRANCISCO, CA 94105

CRAIG M. BUCHSBAUM
ATTORNEY AT LAW
PACIFIC GAS AND ELECTRIC COMPANY
77 BEALE STREET, B30A
SAN FRANCISCO, CA 94105

EVELYN C. LEE
ATTORNEY AT LAW
PACIFIC GAS AND ELECTRIC COMPANY
77 BEALE STREET, MAIL DROP 30A
SAN FRANCISCO, CA 94105

JP ROSS
DEPUTY DIRECTOR
THE VOTE SOLAR INITIATIVE
182 SECOND STREET, SUITE 400
SAN FRANCISCO, CA 94105

BRIAN CRAGG
ATTORNEY AT LAW
GOODIN, MAC BRIDE, SQUERI, RITCHIE & DAY
505 SANSOME STREET, SUITE 900
SAN FRANCISCO, CA 94111

JAMES D. SQUERI
ATTORNEY AT LAW
GOODIN MACBRIDE SQUERI RITCHIE & DAY LLP
505 SANSOME STREET, SUITE 900
SAN FRANCISCO, CA 94111

JOSEPH M. KARP
ATTORNEY AT LAW
WINSTON & STRAWN LLP
101 CALIFORNIA STREET
SAN FRANCISCO, CA 94111

SARA STECK MYERS
LAW OFFICES OF SARA STECK MYERS
122 28TH AVE.
SAN FRANCISCO, CA 94121

GABE PETLIN
3 PHASES ENERGY SERVICES
PRESIDIO OF SAN FRANCISCO

JANICE G. HAMRIN
CENTER FOR RESOURCE SOLUTIONS
PRESIDIO BUILDING 97

6 FUNSTON AVENUE
SAN FRANCISCO, CA 94129

PO BOX 29512
SAN FRANCISCO, CA 94129

JENNIFER CHAMBERLIN
STRATEGIC ENERGY, LLC
3130 D BALFOUR ROAD, STE 290
BRENTWOOD, CA 94513

JOHN DUTCHER
VICE PRESIDENT - REGULATORY AFFAIRS
MOUNTAIN UTILITIES
3210 CORTE VALENCIA
FAIRFIELD, CA 94534-7875

WILLIAM H. BOOTH
ATTORNEY AT LAW
LAW OFFICE OF WILLIAM H. BOOTH
1500 NEWELL AVE., 5TH FLOOR
WALNUT CREEK, CA 94556

LINDA Y. SHERIF
ATTORNEY AT LAW
CALPINE CORPORATION
3875 HOPYARD ROAD, SUITE 345
PLEASANTON, CA 94588

WILLIAM H. CHEN
CONSTELLATION NEW ENERGY, INC.
2175 N. CALIFORNIA BLVD., SUITE 300
WALNUT CREEK, CA 94596

JODY LONDON
JODY LONDON CONSULTING
PO BOX 3629
OAKLAND, CA 94609

GREGORY MORRIS
GREEN POWER INSTITUTE
2039 SHATTUCK AVE., SUITE 402
BERKELEY, CA 94704

JOHN GALLOWAY
UNION OF CONCERNED SCIENTISTS
2397 SHATTUCK AVENUE, SUITE 203
BERKELEY, CA 94704

CLYDE MURLEY
CONSULTANT
600 SAN CARLOS AVENUE
ALBANY, CA 94706

NANCY RADER
CALIFORNIA WIND ENERGY ASSOCIATION
2560 NINTH STREET, SUITE 213A
BERKELEY, CA 94710

R. THOMAS BEACH
PRINCIPAL CONSULTANT
CROSSBORDER ENERGY
2560 NINTH STREET, SUITE 316
BERKELEY, CA 94710

ARNO HARRIS
RECURRENT ENERGY
PO BOX 6903
SAN RAFAEL, CA 94903

JAN REID
COAST ECONOMIC CONSULTING
3185 GROSS ROAD
SANTA CRUZ, CA 95062

JOHN R. REDDING
ARCTURUS ENERGY CONSULTING
44810 ROSEWOOD TERRACE
MENDOCINO, CA 95460

JAMES WEIL
DIRECTOR
AGLET CONSUMER ALLIANCE
PO BOX 37
COOL, CA 95614

CAROLYN KEHREIN
ENERGY MANAGEMENT SERVICES
1505 DUNLAP COURT
DIXON, CA 95620-4208

JUDITH SANDERS
CALIFORNIA ISO
151 BLUE RAVINE ROAD
FOLSOM, CA 95630

ANDY WUELLNER
MOUNTAIN UTILITIES
PO BOX 1
KIRKWOOD, CA 95646

JOHN DALESSI
NAVIGANT CONSULTING, INC.
3100 ZINFANDEL DRIVE, SUITE 600
RANCHO CORDOVA, CA 95670-6078

ANDREW B. BROWN
ATTORNEY AT LAW
ELLISON, SCHNEIDER & HARRIS, LLP
2015 H STREET
SACRAMENTO, CA 95814

DAN L. CARROLL
ATTORNEY AT LAW
DOWNEY BRAND LLP
555 CAPITOL MALL, 10TH FLOOR
SACRAMENTO, CA 95814

DAVID A. BISCHER
PRESIDENT
CALIFORNIA FORESTRY ASSOCIATION
215 K STREET, SUITE 1830
SACRAMENTO, CA 95814

JAN MCFARLAND
AMERICANS FOR SOLAR POWER
1100 11TH STREET, SUITE 311
SACRAMENTO, CA 95814

WILLIAM W. WESTERFIELD III
ATTORNEY AT LAW
ELLISON, SCHNEIDER & HARRIS LLP
2015 H STREET
SACRAMENTO, CA 95814

ROBERT W. MARSHALL
GENERAL MANAGER
PLUMAS-SIERRA RURAL ELECTRIC CO-OP
73233 STATE ROUTE 70, STE A
PORTOLA, CA 96122-7064

TOM STARRS
BONNEVILLE ENVIRONMENTAL FOUNDATION
133 SW SECOND AVE, STE. 410
PORTLAND, OR 97204

KYLE DAVIS
PACIFICORP
825 NE MULNOMAH, SUITE 2000
PORTLAND, OR 97232

SHAYLEAH LABRAY
PACIFICORP
825 NE MULTNOMAH, SUITE 2000
PORTLAND, OR 97232

KAREN MCDONALD
POWEREX CORPORATION
1400,

666 BURRAND STREET
VANCOUVER, BC V6C 2X8
CANADA

Information Only

WILLIAM P. SHORT
RIDGEWOOD POWER MANAGEMENT, LLC
947 LINWOOD AVENUE
RIDGEWOOD, NJ 07450

ROGER BERLINER
ATTORNEY AT LAW
BERLINER LAW PLLC
1747 PENNSYLVANIA AVE. N.W., STE 825
WASHINGTON, DC 20006

CHRISTOPHER O'BRIEN
SHARP SOLAR
VP STRATEGY AND GOVERNMENT RELATIONS
3808 ALTON PLACE NW
WASHINGTON, DC 20016

VENKAT SURAVARAPU
ASSOCIATES DIRECTOR
CAMBRIDGE ENERGY RESEARCH ASSOCIATES
1150 CONNECTICUT AVENUE NW, STE. 201
WASHINGTON, DC 20036

KEVIN PORTER
EXETER ASSOCIATES, INC.
SUITE 310
5565 STERRETT PLACE
COLUMBIA, MD 21044

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

ERIC YUSSMAN
REGULATORY ANALYST
FELLON-MCCORD & ASSOCIATES
9960 CORPORATE CAMPUS DRIVE
LOUISVILLE, KY 40223

RALPH E. DENNIS
DIRECTOR, REGULATORY AFFAIRS
FELLON-MCCORD & ASSOCIATES
9960 CORPORATE CAMPUS DRIVE, STE 2000
LOUISVILLE, KY 40223

CINDY A. HALL
CMS ENTERPRISES COMPANY
ONE ENERGY PLAZA EP5-422
JACKSON, MI 49201

MARY COLLINS
POLICY ADVISOR TO COMMISSIONER LIEBERMAN
ILLINOIS COMMERCE COMMISSION
160 NORTH LASALLE STREET, STE. C-800
CHICAGO, IL 60601

RYAN PLETKA
RENEWABLE ENERGY PROJECT MANAGER
BLACK & VEATCH
11401 LAMAR
OVERLAND PARK, KS 66211

KEVIN J. SIMONSEN
ENERGY MANAGEMENT SERVICES
646 EAST THIRD AVENUE
DURANGO, CO 81301

KELLY POTTER
APS ENERGY SERVICES COMPANY, INC.
400 E. VAN BUREN STREET, SUITE 750

JOE GRECO
CAITHNESS OPERATING COMPANY
9790 GATEWAY DRIVE, SUITE 220

PHOENIX, AZ 85260

RENO, NV 89521

HARVEY EDER
PUBLIC SOLAR POWER COALITION
1218 12TH ST., 25
SANTA MONICA, CA 90401

STEVE CHADIMA
ENERGY INNOVATIONS, INC.
130 WEST UNION STREET
PASADENA, CA 91103

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

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

FRANK W. HARRIS
REGULATORY ECONOMIST
SOUTHERN CALIFORNIA EDISON
2244 WALNUT GROVE
ROSEMEAD, CA 91770

JAMES B. WOODRUFF
SOUTHERN CALIFORNIA EDISON COMPANY
2244 WALNUT GROVE AVENUE, SUITE 342, GO1
ROSEMEAD, CA 91770

LIZBETH MCDANNELL
2244 WALNUT GROVE AVE., QUAD 4D
ROSEMEAD, CA 91770

LINDA WRAZEN
SEMPRA ENERGY REGULATORY AFFAIRS
101 ASH STREET, HQ16C
SAN DIEGO, CA 92101

THOMAS P. CORR
SEMPRA ENERGY GLOBAL ENTERPRISES
101 ASH STREET, HQ16C
SAN DIEGO, CA 92101

YVONNE GROSS
REGULATORY POLICY MANAGER
SEMPRA ENERGY
101 ASH STREET, HQ08C
SAN DIEGO, CA 92101

MICHAEL SHAMES
ATTORNEY AT LAW
UTILITY CONSUMERS' ACTION NETWORK
3100 FIFTH AVENUE, SUITE B
SAN DIEGO, CA 92103

EPIC INTERN
EPIC/USD SCHOOL OF LAW
5998 ALCALA PARK
SAN DIEGO, CA 92110

SCOTT J. ANDERS
RESEARCH/ADMINISTRATIVE DIRECTOR
UNIVERSITY OF SAN DIEGO SCHOOL OF LAW
5998 ALCALA PARK
SAN DIEGO, CA 92110

ABBAS M. ABED
ELECTRIC AND GAS PROCUREMENT
SAN DIEGO GAS & ELECTRIC
8315 CENTURY PARK COURT, CP21D
SAN DIEGO, CA 92123

CENTRAL FILES
SAN DIEGO GAS & ELECTRIC
8330 CENTURY PARK COURT, CP31E
SAN DIEGO, CA 92123

CHARLES MANZUK
SAN DIEGO GAS & ELECTRIC
8330 CENTURY PARK COURT, CP 32D
SAN DIEGO, CA 92123

SUSAN FREEDMAN
SAN DIEGO REGIONAL ENERGY OFFICE
8520 TECH WAY, SUITE 110
SAN DIEGO, CA 92123

JOHN W. LESLIE
ATTORNEY AT LAW
LUCE, FORWARD, HAMILTON & SCRIPPS, LLP
11988 EL CAMINO REAL, SUITE 200
SAN DIEGO, CA 92130-2592

CARL STEEN
BAKER & HOSTETLER LLP
600 ANTON BLVD., SUITE 900
COSTA MESA, CA 92626

JUDE LEBLANC
BAKER & HOSTETLER LLP
600 ANTON BLVD., SUITE 900
COSTA MESA, CA 92626

MARK J. SKOWRONSKI
SOLARGENIX /INLAND ENERGY
3501 JAMBOREE ROAD, SUITE 606
NEWPORT BEACH, CA 92660

DAVID OLSEN
IMPERIAL VALLEY STUDY GROUP
3804 PACIFIC COAST HIGHWAY
VENTURA, CA 93001

HAROLD M. ROMANOWITZ
OAK CREEK ENERGY SYSTEMS, INC.
14633 WILLOW SPRINGS ROAD
MOJAVE, CA 93501

MARC D. JOSEPH
ATTORNEY AT LAW
ADAMS, BROADWELL, JOSEPH & CARDOZO
601 GATEWAY BLVD., STE. 1000
SOUTH SAN FRANCISCO, CA 94080

BILLY BLATTNER
SAN DIEGO GAS & ELECTRIC COMPANY
601 VAN NESS AVENUE, SUITE 2060
SAN FRANCISCO, CA 94102

DIANE I. FELLMAN
ATTORNEY AT LAW
FPL ENERGY, LLC
234 VAN NESS AVENUE
SAN FRANCISCO, CA 94102

MICHAEL A. HYAMS
POWER ENTERPRISE-REGULATORY AFFAIRS
SAN FRANCISCO PUBLIC UTILITIES COMM
1155 MARKET ST., 4TH FLOOR
SAN FRANCISCO, CA 94103

DAN ADLER
DIRECTOR, TECH AND POLICY DEVELOPMENT
CALIFORNIA CLEAN ENERGY FUND
582 MARKET ST., SUITE 1015
SAN FRANCISCO, CA 94104

DEVRA WANG
NATURAL RESOURCES DEFENSE COUNCIL
111 SUTTER STREET, 20TH FLOOR

DOUGLAS E. COVER
ENVIRONMENTAL SCIENCE ASSOCIATES
225 BUSH STREET, SUITE 1700

SAN FRANCISCO, CA 94104

KAREN TERRANOVA
ALCANTAR & KAHL, LLP
120 MONTGOMERY STREET, STE 2200
SAN FRANCISCO, CA 94104

SETH D. HILTON
STOEL RIVES
111 SUTTER ST., SUITE 700
SAN FRANCISCO, CA 94104

JEANNE MCKINNEY
ATTORNEY AT LAW
THELEN REID & PRIEST
101 SECOND STREET, SUITE 1800
SAN FRANCISCO, CA 94105

LENNY HOCHSCHILD
EVOLUTION MARKETS, LLC
RENEWABLE ENERGY MARKETS
425 MARKET STREET, SUITE 2200
SAN FRANCISCO, CA 94105

STEPHANIE LA SHAWN
PACIFIC GAS AND ELECTRIC COMPANY
MAIL CODE B9A
77 BEALE STREET, RM. 996B
SAN FRANCISCO, CA 94105

CALIFORNIA ENERGY MARKETS
517-B POTRERO AVENUE
SAN FRANCISCO, CA 94110

JANINE L. SCANCARELLI
FOLGER LEVIN & KAHN LLP
275 BATTERY STREET, 23RD FLOOR
SAN FRANCISCO, CA 94111

SAN FRANCISCO, CA 94104

RICK COUNIHAN
MANAGING DIRECTOR-CALIFORNIA
ECOS CONSULTING
433 CALIFORNIA STREET, SUITE 630
SAN FRANCISCO, CA 94104

ED LUCHA
PACIFIC GAS AND ELECTRIC COMPANY
77 BEALE STREET, MAIL CODE B9A
SAN FRANCISCO, CA 94105

JOHN PAPPAS
UTILITY ELECTRIC PORTFOLIO MANAGEMENT
PACIFIC GAS AND ELECTRIC COMPANY
77 BEALE STREET, N12E
SAN FRANCISCO, CA 94105

PAUL LACOURCIERE
ATTORNEY AT LAW
THELEN REID & PRIEST
101 SECOND STREET, SUITE 1800
SAN FRANCISCO, CA 94105

JON WELNER
PAUL HASTINGS JANOFSKY & WALKER LLP
55 SECOND STREET, 24TH FLOOR
SAN FRANCISCO, CA 94105-3441

CALIFORNIA ENERGY MARKETS
517-B POTRERO AVE.
SAN FRANCISCO, CA 94110-1431

PHILIPPE AUCLAIR
353 SACRAMENTO STREET, SUITE 1700
SAN FRANCISCO, CA 94111

SNULLER PRICE
ENERGY AND ENVIRONMENTAL ECONOMICS
353 SACRAMENTO ST., STE. 1700
SAN FRANCISCO, CA 94111

CHRISTOPHER HILEN
ATTORNEY AT LAW
DAVIS WRIGHT TREMAINE, LLP
505 MONTGOMERY STREET, STE 800
SAN FRANCISCO, CA 94111-6533

JEFFREY P. GRAY
ATTORNEY AT LAW
DAVIS WRIGHT TREMAINE, LLP
505 MONTGOMERY STREET, SUITE 800
SAN FRANCISCO, CA 94111-6533

JUDY PAU
DAVIS WRIGHT TREMAINE LLP
505 MONTGOMERY STREET, SUITE 800
SAN FRANCISCO, CA 94111-6533

ROBERT B. GEX
ATTORNEY AT LAW,
DAVIS WRIGHT TREMAINE LLP
505 MONTGOMERY STREET, SUITE 800
SAN FRANCISCO, CA 94111-6533

STANDISH O'GRADY
FRIENDS OF KIRKWOOD ASSOCIATION
31 PARKER AVENUE
SAN FRANCISCO, CA 94118

LAW DEPARTMENT FILE ROOM
PACIFIC GAS AND ELECTRIC COMPANY
PO BOX 7442
SAN FRANCISCO, CA 94120-7442

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

KATHERINE RYZHAYA
PACIFIC GAS & ELECTRIC COMPANY
MAIL CODE B9A
PO BOX 770000
SAN FRANCISCO, CA 94177

NIELS KJELLUND
PACIFIC GAS AND ELECTRIC COMPANY
MAIL CODE B9A
PO BOX 770000
SAN FRANCISCO, CA 94177

VALERIE J. WINN
PACIFIC GAS AND ELECTRIC COMPANY
PO BOX 770000, B9A
SAN FRANCISCO, CA 94177-0001

ROBIN J. WALTHER
1380 OAK CREEK DRIVE, NO. 316
PALO ALTO, CA 94304-2016

NICOLAS PROCOS
ALAMEDA POWER & TELECOM
2000 GRAND STREET
ALAMEDA, CA 94501-0263

PATRICIA THOMPSON
SUMMIT BLUE CONSULTING
3333 VINCENT RD STE 210
PLEASANT HILL, CA 94523-4326

KEITH WHITE
931 CONTRA COSTA DRIVE
EL CERRITO, CA 94530

JACK PIGOTT
GEN 3 SOLAR, INC.
31302 HUNTSWOOD AVENUE

HAYWARD, CA 94544

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

ROBERT T. BOYD
GE WIND ENERGY
6130 STONERIDGE MAIL ROAD, SUITE 275
PLEASANTON, CA 94588

STEVEN S. SCHLEIMER
CALPINE CORPORATION
3875 HOPYARD ROAD, SUITE 345
PLEASANTON, CA 94588

NELLIE TONG
KEMA, INC.
492 NINTH STREET, SUITE 220
OAKLAND, CA 94607

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

MRW & ASSOCIATES, INC.
1999 HARRISON STREET, SUITE 1440
OAKLAND, CA 94612

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

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

CLIFF CHEN
UNION OF CONCERNED SCIENTIST
2397 SHATTUCK AVENUE, STE 203
BERKELEY, CA 94704

JANICE LIN
MANAGING PARTNER
STRATEGEN CONSULTING LLC
146 VICENTE ROAD
BERKELEY, CA 94705

EDWARD VINE
LAWRENCE BERKELEY NATIONAL LABORATORY
BUILDING 90-4000
BERKELEY, CA 94720

RYAN WISER
BERKELEY LAB
MS-90-4000
ONE CYCLOTRON ROAD
BERKELEY, CA 94720

DEREK DENNISTON
THE DENNISTON GROUP, LLC
101 BELLA VISTA AVE
BELVEDERE, CA 94920

C. SUSIE BERLIN
MCCARTHY & BERLIN LLP
100 PARK CENTER PLAZA, STE. 501
SAN JOSE, CA 95113

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

JOY A. WARREN
ATTORNEY AT LAW
MODESTO IRRIGATION DISTRICT
PO BOX 4060
MODESTO, CA 95352

CHRISTOPHER J. MAYER
MODESTO IRRIGATION DISTRICT
PO BOX 4060
MODESTO, CA 95352-4060

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

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

DAVID MORSE
1411 W, COVELL BLVD., SUITE 106-292
DAVIS, CA 95616-5934

VIKKI WOOD
PRINCIPAL DEMAND-SIDE SPECIALIST
SACRAMENTO MUNICIPAL UTILITY DISTRICT
6301 S STREET, MS A103
SACRAMENTO, CA 95618-1899

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

GRANT A. ROSENBLUM
STAFF COUNSEL
CALIFORNIA ISO
151 BLUE RAVINE ROAD
FOLSOM, CA 95630

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

ERIN RANSLOW
NAVIGANT CONSULTING, INC.
3100 ZINFANDEL DRIVE, SUITE 600
RANCHO CORDOVA, CA 95670-6078

LAURIE PARK
NAVIGANT CONSULTING, INC.
3100 ZINFANDEL DRIVE, SUITE 600
RANCHO CORDOVA, CA 95670-6078

DOUG DAVIE
DAVIE CONSULTING, LLC
3390 BEATTY DRIVE
EL DORADO HILLS, CA 95762

KEVIN DAVIES
SOLAR DEVELOPMENT INC.
3625 CINCINNATI AVE.
ROCKLIN, CA 95765

BRUCE MCLAUGHLIN
ATTORNEY AT LAW
BRAUN & BLAISING P.C.

DOUGLAS K. KERNER
ATTORNEY AT LAW
ELLISON, SCHNEIDER & HARRIS, LLP

915 L STREET, SUITE 1420
SACRAMENTO, CA 95814

2015 H STREET
SACRAMENTO, CA 95814

JANE E. LUCKHARDT
ATTORNEY AT LAW
DOWNEY BRAND LLP
555 CAPITOL MALL, 10TH FLOOR
SACRAMENTO, CA 95814

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

SCOTT BLAISING
ATTORNEY AT LAW
BRAUN & BLAISING, P.C.
915 L STREET, SUITE 1420
SACRAMENTO, CA 95814

STEVEN KELLY
INDEPENDENT ENERGY PRODUCERS ASSN
1215 K STREET, SUITE 900
SACRAMENTO, CA 95814

LYNN M. HAUG
ATTORNEY AT LAW
ELLISON SCHNEIDER & HARRIS, LLP
2015 H STREET
SACRAMENTO, CA 95814-3512

ROB ROTH
SACRAMENTO MUNICIPAL UTILITY DISTRICT
6201 S STREET MS 75
SACRAMENTO, CA 95817

MICHAEL DEANGELIS
SACRAMENTO MUNICIPAL UTILITY DISTRICT
6201 S STREET
SACRAMENTO, CA 95817-1899

RICH LAUCKHART
GLOBAL ENERGY
SUITE 200
2379 GATEWAY OAKS DR.
SACRAMENTO, CA 95833

RONALD LIEBERT
ATTORNEY AT LAW
CALIFORNIA FARM BUREAU FEDERATION
2300 RIVER PLAZA DRIVE
SACRAMENTO, CA 95833

KAREN LINDH
LINDH & ASSOCIATES
7909 WALERGA ROAD, NO. 112, PMB119
ANTELOPE, CA 95843

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

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

State Service

AARON J. JOHNSON
CALIF PUBLIC UTILITIES COMMISSION
ORA - ADMINISTRATIVE BRANCH

ANDREW SCHWARTZ
CALIF PUBLIC UTILITIES COMMISSION
DIVISION OF STRATEGIC PLANNING

ROOM 4202
505 VAN NESS AVENUE
SAN FRANCISCO, CA 94102-3214

ROOM 5119
505 VAN NESS AVENUE
SAN FRANCISCO, CA 94102-3214

ANNE E. SIMON
CALIF PUBLIC UTILITIES COMMISSION
DIVISION OF ADMINISTRATIVE LAW JUDGES
ROOM 5024
505 VAN NESS AVENUE
SAN FRANCISCO, CA 94102-3214

ANNE GILLETTE
CALIF PUBLIC UTILITIES COMMISSION
ENERGY RESOURCES BRANCH
AREA 4-A
505 VAN NESS AVENUE
SAN FRANCISCO, CA 94102-3214

BRIAN D. SCHUMACHER
CALIF PUBLIC UTILITIES COMMISSION
TRANSMISSION PERMITTING & RELIABILITY BR
AREA 4-A
505 VAN NESS AVENUE
SAN FRANCISCO, CA 94102-3214

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

DONALD R. SMITH
CALIF PUBLIC UTILITIES COMMISSION
ELECTRICITY RESOURCES & PRICING BRANCH
ROOM 4209
505 VAN NESS AVENUE
SAN FRANCISCO, CA 94102-3214

DOROTHY DUDA
CALIF PUBLIC UTILITIES COMMISSION
DIVISION OF ADMINISTRATIVE LAW JUDGES
ROOM 5109
505 VAN NESS AVENUE
SAN FRANCISCO, CA 94102-3214

ELLEN S. LEVINE
CALIF PUBLIC UTILITIES COMMISSION
LEGAL DIVISION
ROOM 5028
505 VAN NESS AVENUE
SAN FRANCISCO, CA 94102-3214

F. JACKSON STODDARD
CALIF PUBLIC UTILITIES COMMISSION
LEGAL DIVISION
ROOM 5040
505 VAN NESS AVENUE
SAN FRANCISCO, CA 94102-3214

JULIE A. FITCH
CALIF PUBLIC UTILITIES COMMISSION
DIVISION OF STRATEGIC PLANNING
ROOM 5203
505 VAN NESS AVENUE
SAN FRANCISCO, CA 94102-3214

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

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

NOEL OBIORA
CALIF PUBLIC UTILITIES COMMISSION
LEGAL DIVISION
ROOM 4107
505 VAN NESS AVENUE
SAN FRANCISCO, CA 94102-3214

PAUL DOUGLAS
CALIF PUBLIC UTILITIES COMMISSION
ENERGY RESOURCES BRANCH
AREA 4-A
505 VAN NESS AVENUE
SAN FRANCISCO, CA 94102-3214

SARA M. KAMINS
CALIF PUBLIC UTILITIES COMMISSION
ENERGY RESOURCES BRANCH
AREA 4-A
505 VAN NESS AVENUE
SAN FRANCISCO, CA 94102-3214

SEAN A. SIMON
CALIF PUBLIC UTILITIES COMMISSION
ENERGY RESOURCES BRANCH
AREA 4-A
505 VAN NESS AVENUE
SAN FRANCISCO, CA 94102-3214

SHANNON EDDY
CALIF PUBLIC UTILITIES COMMISSION
EXECUTIVE DIVISION
ROOM 4102
505 VAN NESS AVENUE
SAN FRANCISCO, CA 94102-3214

SUSANNAH CHURCHILL
CALIF PUBLIC UTILITIES COMMISSION
ENERGY RESOURCES BRANCH
AREA 4-A
505 VAN NESS AVENUE
SAN FRANCISCO, CA 94102-3214

TRACI BONE
CALIF PUBLIC UTILITIES COMMISSION
LEGAL DIVISION
ROOM 5206
505 VAN NESS AVENUE
SAN FRANCISCO, CA 94102-3214

SUZANNE KOROSEK
CALIFORNIA ENERGY COMMISSION
MS-31
1516 9TH STREET
SACRAMENTO, CA 95184

JAMES MCMAHON
SENIOR ENGAGEMENT MANAGER
NAVIGANT CONSULTING, INC.
3100 ZINFANDEL DRIVE, SUITE 600
RANCHO CORDOVA, CA 95670-6078

CLARE LAUFENBERG
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

ROSS MILLER
CALIFORNIA ENERGY COMMISSION
1516 9TH STREET
SACRAMENTO, CA 95814

THOMAS FLYNN
CALIF PUBLIC UTILITIES COMMISSION
ENERGY RESOURCES BRANCH
770 L STREET, SUITE 1050
SACRAMENTO, CA 95814

BILL KNOX
CALIFORNIA ENERGY COMMISSION
1516 NINTH STREET, MS 45
SACRAMENTO, CA 95814-5504

HOLLY B. CRONIN
STATE WATER PROJECT OPERATIONS DIV
CALIFORNIA DEPARTMENT OF WATER RESOURCES
PO BOX 219000
3310 EL CAMINO AVE., LL-90
SACRAMENTO, CA 95821