

**GAS SERVICE, OPERATION AND MAINTENANCE
AGREEMENT**

BETWEEN

**PACIFIC GAS AND ELECTRIC COMPANY
AND
THE CITY OF ALAMEDA**

FOR

**GAS DISTRIBUTION
AT THE ALAMEDA NAVAL AIR STATION**

This agreement is entered into the 11th day of Aug., 1997, between the City of Alameda, a charter city organized and existing under the laws of the state of California, hereinafter referred to as the "City," and the Pacific Gas and Electric Company, a corporation organized and existing under the laws of the state of California and having its principal office and place of business at 77 Beale Street, San Francisco, California, hereinafter referred to as "PG&E."

RECITALS

WHEREAS, the United States of America, acting by and through the Department of the Navy, hereinafter called the "Navy", has declared certain facilities surplus at the Naval Air Station, Alameda, California, hereinafter referred to as "NAS"; and

WHEREAS, such surplus property must be maintained and utility services must be provided to such property and those lawfully using the property to assure successful transition from military to civilian uses; and

WHEREAS, the Navy has entered into a Cooperative Agreement for Caretaker Services with the City dated April 10, 1997, a copy of which is on file in the offices of the Secretary of PG&E and the City Clerk of the City and which is incorporated herein by this reference (hereinafter referred to as the "Cooperative Agreement") to provide maintenance and other services at NAS through City forces and subcontracts; and

WHEREAS, the Cooperative Agreement calls for provision of maintenance and operation to the gas distribution system and delivery of gas utility service to occupants at NAS by the City through a subcontract with PG&E; and

WHEREAS, Navy, City and the Alameda Reuse and Redevelopment Authority (hereinafter referred to as "ARRA") have indicated their desire that PG&E provide gas service to customers who are now located at, or will be located at, NAS; and

WHEREAS, PG&E is in the business of supplying gas utility service and is willing to provide gas service to customers at NAS.

NOW, THEREFORE, in consideration of the terms, covenants and conditions hereinafter set forth, City and PG&E hereby agree as follows:

Section 1. Definitions. As used in this Agreement, the following terms shall be defined as provided in this section.

a. The abbreviation "NAS" means the real property consisting of approximately 1,734 acres known as the Naval Air Station - Alameda, designated for base closure by Defense Base Realignment and Closure Commission recommendations, a map of which is attached hereto as Exhibit A. For the present, the adjacent Fleet Industrial Supply Center and Annex are not included, although these areas may be added later.

b. The word "tariff" includes the entire body of rates, rates schedules rentals, charges, classifications and rules collectively enforced by PG&E and on file with the California Public Utilities Commission.

c. The word "Facilities" means the natural gas distribution system located within NAS, consisting of the physical material of which the system is composed, constructed, and installed into a complete natural gas distribution system, together with all easements, rights and privileges appurtenant thereto. The Facilities include but are not limited to gas mains, valves, regulators and meters.

d. The terms "CPUC" or "Commission" means the California Public Utilities Commission or its successor.

Section 2. Effective Date. This Agreement shall become effective upon the later of the following two dates:

a. The date upon which the Commission approves or accepts this Agreement without conditions or modification that are unacceptable to either party; the Commission approves or accepts this Agreement with conditions or modifications that are unacceptable to either party but written notice is not provided to the other party within twenty (20) days of receipt of the notice of the Commission's action that the disaffected party objects to such condition or modification; and thirty

(30) days have elapsed after the date of the Commission's approval or acceptance action without anyone filing a petition for rehearing or modification with the Commission; or

b. The date upon which the Commission approves or accepts this Agreement with conditions or modifications that are unacceptable to one or both parties; the disaffected party has given written notice to the other within twenty (20) days of receipt of the notice of the Commission's action of its disaffection; a petition for rehearing or modification is filed with the Commission in a timely manner; and the action of the Commission on the petition has become final or the issues raised in the petition have been resolved to the mutual satisfaction of the parties.

Section 3. Term. The term of this Agreement shall commence upon its Effective Date and shall expire on September 30, 1999, unless earlier terminated as provided herein or on such later date as may be provided by written extensions agreed to by the parties.

Section 4. Operation and Maintenance Service; Compensation. PG&E shall provide operation and maintenance services, hereinafter referred to as "O&M," to the Facilities at NAS of substantially the same nature and extent as the services that PG&E customarily provides with respect to comparable facilities that deliver gas service to its tariff retail customers and City shall compensate PG&E for providing such O&M as provided in Annex 9 to the Cooperative Agreement, as the same may from time to time be revised and amended. Any change in the customary O&M of PG&E that results from the action of a governmental or regulatory body with jurisdiction to make such changes, or from changes in PG&E's standard business practices with respect to its own comparable facilities, shall cause an identical change to be made in the O&M services provided under this Agreement.

Section 5. Payments. PG&E will bill City monthly on the first of the month for PG&E's actual cost as determined by PG&E for the O&M identified in Section 4. The bill will set forth separately each job and its cost. The City will pay PG&E within 30 days of receipt of the bill for all costs itemized in the bill that City determines are consistent with the provisions of the Cooperative Agreement. Any dispute regarding interpretation of the Cooperative Agreement or payment shall be treated as set forth in Section 20.

Section 6. Prior Authorization for Certain Work; Securing Site of Emergency Repair. Pursuant to Section 9.2.8 of Annex 9 of the Cooperative Agreement, PG&E shall request and receive advance approval from the City for any planned repairs estimated to be in excess of \$5,000. If an emergency repair is required, PG&E may proceed to secure the emergency without prior approval.

Section 7. Notification of Discovery of Hazardous Substances; Navy Responsibility for Remediation. Should PG&E discover any hazardous substances or petroleum products released or disposed by the United States during the time that the property was owned by the United States,

PG&E shall notify the Navy Caretaker Site Office, or its successor office, and the City, and PG&E shall cease its work at the affected site. Pursuant to the Protocol for Digging Operations at Alameda Point, which is attached hereto as Exhibit B and incorporated by reference, the Navy is responsible for the cost to remediate preexisting soil contamination encountered during digging operations. PG&E shall not be obligated to remediate any such hazardous substances or petroleum products. PG&E may suspend work in the affected area until remediation is complete.

Section 8. Use of the Facilities; Ownership of Newly Installed Facilities and Associated Easements. PG&E shall have all rights to use the Facilities that are necessary and customary to provide gas service to retail customers. If PG&E installs new facilities in the course of providing the services provided for in this Agreement that are not reimbursed by City through the Cooperative Agreement, City will recognize and will not contest PG&E's ownership of such facilities. If PG&E obtains any easement interests in the real property at NAS in connection with a facility it installs, the City will recognize and not contest PG&E's easement interest. City shall assist PG&E in acquiring easements from the Navy for the life of any facilities PG&E installs during the term of this Agreement, subject to City's right to negotiate appropriate provisions concerning the relocation of gas distribution facilities in the future. City agrees to grant to PG&E any entitlement that may be necessary or desirable to perfect any easement rights PG&E acquires from the Navy.

Section 9. Utility Service to Owners and Occupants of Property at NAS. P G & E shall supply utility service to persons and entities in lawful possession of property at NAS in accordance with PG&E's tariffs.

Section 10. Ownership and Inspection of Customer Records and PG&E Maps. PG&E shall be under no obligation to deliver to anyone, including City, any confidential customer records without the written and signed consent of the customer whose records are to be delivered. Any maps, specifications, drawing, blueprints, or other graphic representations of the Facilities created during this Agreement by PG&E (Maps) are, and at all times shall remain, the sole property of PG&E which reserves all of its rights to and in such property. The provisions of this sections shall survive the expiration or termination of this Agreement.

Section 11. Indemnity and Damages. City shall protect, indemnify, defend and hold harmless PG&E and its officers, directors, partners, employees, agents, affiliates, representatives, assigns and contractors from and against any and all suits, actions, liabilities, administrative or legal proceedings, claims, demands, losses, judgments, penalties, fines, damages, costs and expenses of whatsoever kind or character, including reasonable attorney's fees and expenses, for injury or death of persons or physical loss of or damage to property and persons to the extent it arises from or is related to City's (including its employees or agents or contractors) negligent or willful misconduct in connection with the performance of this Agreement. PG&E shall protect, indemnify, defend and hold harmless City and its officers, employees, agents, representatives, assigns and contractors from and against any and all suits, actions, liabilities, administrative or legal proceedings, claims, demands,

losses, judgments, penalties, fines, damages, costs and expenses of whatsoever kind or character, including reasonable attorney's fees and expenses, for injury or death of persons or physical loss of or damage to property and persons to the extent it arises from or is related to PG&E's (including its employees or agents or contractors) negligent or willful misconduct in connection with the performance of this Agreement. Notwithstanding the foregoing, neither party shall be liable for specific, incidental or consequential damages, including but not limited to lost profits arising out of or in connection with the performance of this Agreement.

Section 12. Environmental Provisions. In addition to the general indemnity provisions by and between the parties that are contained in Section 11 of this Agreement, the City and PG&E agree to cooperate in assuring that the rights of either party to be held harmless, defended, and/or indemnified by the United States from and against any suit, claim, demand or action, liability, judgment, cost or other fee arising out of any third-party claim for personal injury or property damage (including death, illness, loss of or damage to property or economic loss) that results from, or is in any manner predicated upon, the release or threatened release of any hazardous substance, pollutant or contaminant, or petroleum or petroleum derivative as a result of Navy activities at NAS are protected and perfected to the maximum extent possible under the law, including under the provisions of the Cooperative Agreement. To this end, the City and PG&E agree to assist the other in any way that is feasible or practicable, including, but not limited to asserting or pursuing any claim or action against the United States on behalf of the other to achieve the fullest protection and recovery allowed under law. Nothing in this section shall preclude the City or PG&E from bringing any action against the United States Government under Public Law 102-484, section 330, 106 Stat. 2371 as amended or any other applicable law in its own right if the other has not suffered any loss, suit, claim, demand, judgment, or other cost or expense.

Section 13. Termination.

a. Termination by PG&E. PG&E may terminate this Agreement and terminate providing gas utility service upon occurrence of the following events.

(1) Failure of City to pay PG&E any sum owing to PG&E within ten (10) days after City's receipt of written notice from PG&E specifying such failure;

(2) Failure of City to perform material obligations pursuant to this Agreement, other than as specified in paragraph (1) above, within thirty (30) days after City's receipt of written notice from PG&E specifying such failure or, if it reasonably would require more than thirty (30) days to cure such failure, within a time reasonably necessary to cure such failure after City's receipt of such written notice (provided City has undertaken to cure the default within such thirty (30) day period and diligently pursues such efforts to cure to completion); or

(3) City's or PG&E's loss of right to use the Facilities for any reason.

b. Termination by City. City may terminate this Agreement and cease making payments to PG&E for gas utility service O&M upon occurrence of the following events.

(1) Termination of the Cooperative Agreement for Caretaker Services between the City and Navy.

(2) Termination or suspension of funding for the services to be provided under this Agreement by the Congress or the Secretary of Navy.

(3) Order of a court of competent jurisdiction directing the City to terminate or suspend this Agreement.

Section 14. Transfer of Facilities. In addition to the Acknowledgment and Concurrence to this Agreement provided by the ARRA that is a part of the Agreement, City, as successor entity to the ARRA pursuant to the terms of the joint powers agreement forming the ARRA, represents that it intends to take all steps legally possible and proper to facilitate the transfer of the Facilities to PG&E when it is permissible to do so.

Section 15. Labor Provisions.

a. Equal Opportunity. During the Term of this Agreement, and with respect only to employment or employees at NAS, PG&E agrees as follows:

(1) PG&E will not discriminate against any employee of PG&E or applicant for employment because of race, color, religion, sex, or national origin. The employees of PG&E shall be treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, selection for training, including apprenticeship. PG&E agrees to post in conspicuous places, notices to be provided by the applicable government agencies, setting forth the provisions of this nondiscrimination provision.

(2) PG&E will, in all solicitations or advertisements for employees placed by or on behalf of PG&E, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(3) PG&E will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice to be provided by the Government, advising the labor union or workers' representative of PG&E's commitments under this Equal Opportunity Clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) PG&E will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, and of the rules, regulations, and relevant orders of the Secretary of Labor of the United States of America.

(5) PG&E will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, and by the rules, regulations, and orders of the Secretary of Labor or pursuant thereto, and will permit access to its books, records, and accounts by the Government and the Secretary of Labor for purposes of investigating to ascertain compliance with such rules, regulations, and orders.

(6) In the event of PG&E's noncompliance with the Equal Opportunity Clause of this Agreement or with any said rules, regulations, or orders, this Agreement may be canceled, terminated or suspended in whole or in part and PG&E may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) PG&E will include the above provisions in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, so that such provisions will be binding upon each subcontractor or vendor. PG&E will take such action with respect to any subcontract or purchase order as the Government may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event PG&E becomes involved in, or is threatened with, litigation with the subcontractor or vendor as a result of such direction by the Government, PG&E may request the United States to enter into such litigation to protect the interests of the United States.

b. Convict Labor. In connection with the performance of work required by this Lease, PG&E agrees not to employ any person undergoing a sentence of imprisonment at hard labor.

Section 16. Notices. All notices, demands, requests, consents, or approvals which may or are required to be given by either party to the other shall be in writing and shall be deemed given when sent by United States Certified or Registered Mail, postage prepaid, or by reputable overnight delivery service or personal delivery as follows:

a. To PG&E. If for PG&E, addressed to PG&E at the address below or at such other place as PG&E may from time to time designate by notice to City:

PG&E
2510 Santa Clara Avenue
Alameda, CA 94501

b. To City. If for City, addressed to City at the address below or at such other place as City may from time to time designate by notice to PG&E:

City Manager
City of Alameda
2250 Central Avenue
Alameda, CA 94501

Section 17. Audit. This Agreement shall be subject to audit by cognizant Government agencies. The parties shall make available to such agencies for use in connection with such audits all records, reports, reviews, audits, documents or other material which it maintains with respect to this Agreement and copies of all reports required to be filed hereunder. The parties will make these materials available for a period of three years after termination or expiration of this Agreement.

Section 18. Whole Agreement. This Agreement shall not be modified unless in writing and signed by both parties. The parties agree that if and when the City and Navy renegotiate or otherwise agree to amend the provisions of the Cooperative Agreement, City and PG&E will meet and confer to determine whether any amendments to this Agreement are appropriate and advisable. No oral statements or representation made by, or for, on behalf of either party shall be a part of this Agreement.

Section 19. Waiver. The failure of either party to insist, in any one or more instances, upon performance of any of the terms, covenants, or conditions of this Agreement shall not be construed as a waiver or relinquishment of the party's right to the future performance of any such terms, covenants, or conditions and the party's right to the future performance of any such terms, covenants, or conditions and the party's obligations in respect of such future performance shall continue in full force and effect.

Section 20. Dispute Resolution.

a. Disputes Involving the Navy. Any disputes arising under this Agreement that involve or relate to the Navy or the Navy's interpretation of the Cooperative Agreement that are required to be resolved under the Contracts Disputes Act, 431 U.S.C. section 601 *et seq.*, shall be resolved under that Act.

b. Other Disputes. All other disputes that may arise under this Agreement shall be resolved in accordance with the provisions of the laws of the State of California. The parties specifically acknowledge the value of informal dispute resolution methods such as nonjudicial arbitration and mediation and agree to consider using such methods whenever doing so would be more expedient, appropriate, and effective in resolving the dispute at issue. Without limiting their rights to agree on other processes or procedures, the parties also acknowledge that the rules and administration of the American Arbitration Association are known to both and are considered to be appropriate for resolving many kinds of disputes that might arise under this Agreement.

Section 21. Covenant against Contingent Fees. PG&E warrants that no person or agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial agencies maintained by the City for the purpose of securing business.

Section 22. Officials not to Benefit. No member of or delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this Agreement or to any benefit to arise therefrom, but this proviso shall not be construed to extend to this Agreement if made with a corporation for its general benefit.

Section 23. Force Majeure. PG&E shall make a reasonable attempt to provide the O&M services described in this Agreement in a timely and expeditious manner. However, PG&E shall not be responsible for any delay in completion of its work resulting from shortage of labor or materials, strike, labor disturbances, war, weather conditions, governmental rule, regulation or order, including orders of judgment of any court of commission, acts of god, or any other cause or condition beyond the control of PG&E.

Section 24. Severability. The invalidity of one or more clauses, sentences, or sections of this Agreement shall not affect the validity of the remaining portions of the Agreement so long as the material purposes of this Agreement can be determined and effectuated.

Section 25. Applicable Law. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of California, exclusive of conflicts of laws provisions.

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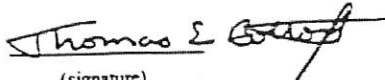
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IN WITNESS WHEREOF, the parties have caused the Agreement to be executed on the day and year first above written.

PG&E

By:

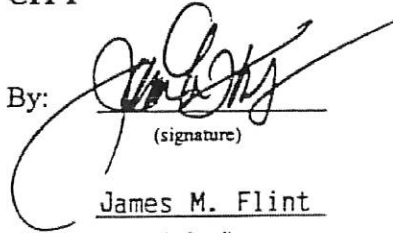

(signature)

Thomas E. Bottorff
(printed)

Title: Vice President - Rates & Account Svcs.
August 11, 1997

CITY

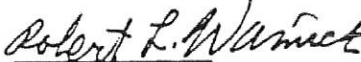
By:


(signature)

James M. Flint
(printed)

Title: City Manager

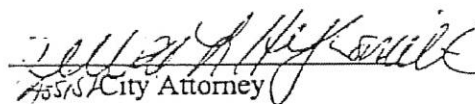
RECOMMENDED FOR APPROVAL:

By: 
Robert L. Warnick
Title: Director of Public Works

APPROVED AS TO FORM:


PG&E Counsel

APPROVED AS TO FORM:


City Attorney

ACKNOWLEDGMENT AND CONCURRENCE OF ARRA

The ARRA acknowledges that PG&E would not enter into this Agreement with the City if the Community Reuse Plan approved and adopted by the ARRA, a copy of which is incorporated herein by this reference as if fully set forth, did not contemplate ultimate transfer of the gas distribution system (referred to in this Agreement as the Facilities) at NAS to PG&E if PG&E seeks such transfer. ARRA is not able to make an enforceable commitment to the transfer of the Facilities to PG&E at the date this Agreement is executed, however, because the record of decision on disposition of the property at NAS, including the Facilities, has yet to be issued by the Navy. The record of decision is dependent, among other things, upon satisfaction with the requirements of the National Environmental Policy Act, a process that is underway but is not yet completed. Notwithstanding its

inability to make any assurances or commitments about the transfer to PG&E of the Facilities, ARRA can indicate that the Community Reuse Plan it approved and submitted to the Navy in connection with its duties under base closure law contemplates such a transfer if sought by PG&E.

ARRA acknowledges that PG&E shall be the owner of all facilities it installs during the term of this Agreement that are not paid for by the City through the Cooperative Agreement and ARRA, when and to the extent it is legally able to do so, agrees to grant to PG&E easements for the life of any such facilities it installs during the term of this Agreement. ARRA also agrees not to contest PG&E's ownership of any facilities that PG&E installs during the term of the Agreement or to contest any land rights PG&E reasonably claims for those facilities.

For the reasons set forth above, and because this Agreement will facilitate successful redevelopment and reuse of NAS, the ARRA acknowledges and concurs in the execution of this Agreement between the City and PG&E.

ARRA

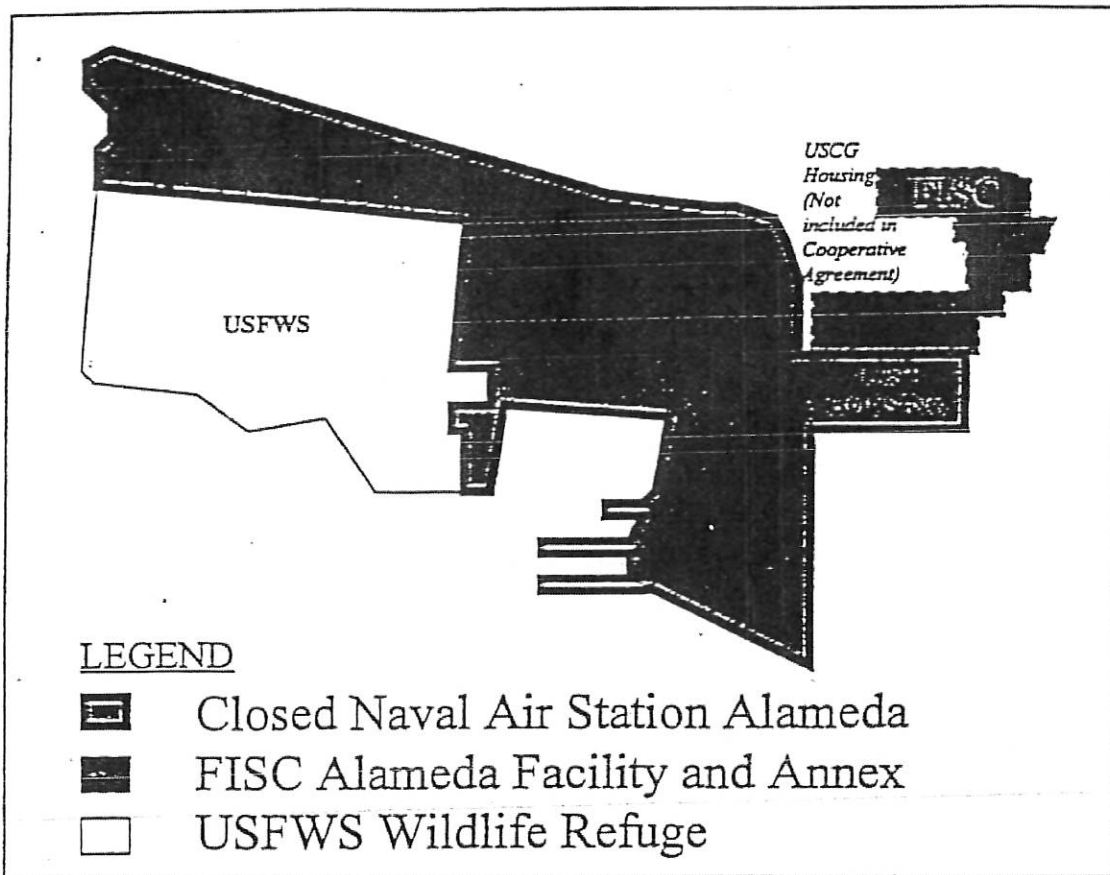
by: Kay Miller
title: Executive Director

Attachments: Exhibit A: Map
Exhibit B: Protocol for Digging Operations at Alameda Point

03/25/97

SOP Standard Operating Procedure

Map I-1
NAS and FISCO Alameda Properties
ALAMEDA, CALIFORNIA



Naval Air Station Alameda
and
Adjacent Fleet Industrial Supply Center Facility and Annex

Memorandum

29 MAY 1997

From: Officer in Charge, Navy Caretaker Site Office, Alameda Point

To: Alameda Point Transition Management Team

Subj: Protocol for Digging Operations at Alameda Point

1. **Purpose:** The purpose of this protocol is to establish the notification and action responsibilities for digging operations on Alameda Point (formally known as NAS Alameda).
2. **Background:** Naval Air Station Alameda closed on 30 APR 97 and shifted into caretaker status under the management of Engineering Field Activity West (EFA West). EFA West negotiated the Alameda Point Cooperative Agreement with the City of Alameda to perform all caretaker functions, including utility operations. The City of Alameda in-house personnel, the City operators/contractors, and Navy environmental remediation contractors have digging requirements. All operator/contractors will follow this protocol when any digging is required.
3. **Required Actions Before Digging:** When excavation is required for any reason, the operator/contractor will:
 - a. request utility clearance or marking from Underground Service Alert (USA) at (800) 642-2444. This process takes at least two working days lead time.
 - b. obtain a *digging permit* from the Navy Caretaker Site Office (CSO).
 - (1) For utility operators and City Public Works that have continual digging requirements, the Navy CSO will issue a "global" digging permit after transfer of utility information and briefings on environmental clean-up operations.
 - (2) For all contractors working specific projects, the Navy CSO will issue a "project" digging permit after review of specific site conditions.
 - (3) The overall Navy CSO point of contact to obtain digging permits is Mr. Steve Loo at (510) 749-8911. Mr. David Tse (749-8983) is an alternate point of

contact for utility issues. Mr. Roger Caswell (749-8913) is an alternate point of contact for information on environmental clean-up operations and areas of potential environmental contamination.

4. **Required Actions During Digging Operations:** The operator/contractor may begin digging operations within the guidelines of the digging permit. Once the requirement for digging is satisfied, the operator will restore the area of excavation to its original condition, unless specifically authorized or required to do otherwise.

a. **Unexpected Utilities:** Should the operator/contractor encounter any unexpected underground utilities (pipes, cables, conduits) during digging operations, immediately contact the Navy CSO office for guidance. Our primary point of contact is Steve Loo (749-8911) with David Tse (749-8983) and Mel Asuncion (749-8910) as alternates. Take care to protect the potentially active utility line until the CSO can determine what the line is and if it is active.

b. **Unexpected Soil Contamination:** Should the operator/contractor encounter any unexpected underground material that is suspected of being contaminated with any foreign substance, immediately cease operations in that area and contact the Navy CSO office for investigation. Our primary point of contact is Roger Caswell (749-8913) with Susan Neishi (749-8912) and Doug DeLong (749-8979) as alternates. The CSO will notify the EFA BRAC Environmental Coordinator (BEC), Mr. Steve Edde (749-8903).

(1) The Navy CSO and the BEC will immediately investigate the excavation area, take samples of the suspect material, obtain analysis, and make a decision on how to proceed. *The operator is not authorized to continue digging operations without specific Navy direction.* If there is a utility emergency that must be abated, the Navy CSO, the City CA Manager, and the operator will determine an appropriate alternative corrective action.

(2) If the soil is found to be contaminated with a hazardous substance and immediate remedial action is required, the Navy CSO and the BEC will obtain emergency assistance from the EFA West BRAC Environmental Contracting Officer, Mr. Mark Meadows ((415) 244-2355), for emergency remediation contract support.

5: **Financial Responsibilities:** The following general guidelines apply:

a. The operator/contractor that fails to obtain utility clearance/markings through USA or fails to obtain a digging permit from the Navy CSO is financially responsible to repair damaged utility lines that would have been identified and located through the digging permit process.

b. The operator/contractor is financially responsible for the cost to clean up any hazardous material release, hazardous waste produced, or site contamination caused by the operator/contractor during work execution.

c. The Navy is financially responsible for the cost to remediate pre-existing soil contamination encountered during digging operations.



D. H. Orndoff
CDR, CEC, USN

Copy to:
Alameda Point Navy CSO Staff

GAS ADVICE FILING MAILING LIST
PER SECTION III(G) OF GENERAL ORDER NO. 96-A

G



Agland Energy Services
 Aglet Cons Alliance
 All Utilities Auditing Co
 Alpha Energy Control
 Amoco Energy Trading
 Amoco Production Co
 Anderson Clayton
 Anderson Donovan & Poole P.C.
 Arena Resources
 Arta, Inc
 Association of Bay Area Governments
 Atter Wynne Hewitt Dodson & Skerritt, LLP
 Audit Pro
 Auditors Resource Technologies Services
 AVSG
 A&K Assoc
 Bank of America
 Barakat & Chamberlin, Inc
 Barkovich & Yap
 ART
 Basic Compliance Engineering
 Beta Consulting
 Brady & Berliner
 Broad Street Oil & Gas
 B & H Sugar Co
 Cal Manufacturing Assoc
 Cal Water Service Co
 Calif Bldg Ind Assoc
 Calif Cotton Ginners Assoc
 Calif League of Food Processors
 California Edison Utilities
 California Energy Commission
 California Farm Bureau Federation
 California Gas Acquisition Svcs
 Calpine Corp
 Cambridge Energy Research Assoc
 Cal West Gas Supply, USA, Inc
 Cal Am Energy
 Central Cogen
 Chamberlaine and Parke
 Chevron USA Production Co.
 City of Coalinga
 City of Glendale
 City of Palo Alto
 City of Redding
 City of San Jose
 City of Santa Clara
 City of Ukiah
 Coastal Gas Marketing Company
 Conner Service Bureau
 Conner Corp of America

Cost Control Associates
 CPUC
 Creative Technology
 Crossborder Services
 Cuma International
 Davis Wright Tremaine
 Decipher
 Defense Fuel Supply Center
 Demand Management Co
 Department of the Army
 Department of the Navy
 Destec Energy, Inc
 DMM Customer Services
 Dominguez Water Corp
 Downey, Brand, Seymour & Rohwer
 Duncan, Virgil E
 Edison Source
 Edson and Modisette
 El Paso Natural Gas Co
 Energy Initiatives
 Energy Solutions
 Enova Energy, Inc
 Enron Capital & Trade Resources
 Enserch Energy Services, Inc
 Equitax
 Evelyn Elsesser
 Exeter Associates
 Final Natural Gas
 Foster Associates, Inc
 Foster Farms
 Foster, Wheeler, Martinez
 Franciscan Mobilehome
 Fredenberg Associates, Ltd
 Fuji Bank
 Future Resources Associates, Inc
 Garner, Lynn
 Gas Mark, Inc
 Gilroy Energy Company
 Goodin, MacBride, Squeri,
 Graham & James
 Grueneich Resource Advocates
 Heeg, Peggy A.
 Henwood Energy Service, Inc
 Hess, Steve
 HMH Resources, Inc.
 Hogan Manufacturing, Inc
 House, Lon, Phd
 Hunt-Wesson
 Impell, Inc
 InterMarket Trading Company, L.L.C.
 International Power Technology

Interstate Gas Services, Inc
 J. R. Wood, Inc
 Jackson, Tufts, Cole and Black
 Jenkins, Larsen & Assoc
 Jones Day Reavis & Pogue
 JTM, Inc
 Kaiser Cement Corp
 Klassen, Randy
 Knock-Out Utility Rates
 Korea Elec Power Corp
 Kuhn & Kuhn
 Law Office of Richard L. Hamilton
 LeBoeuf, Lamb, Green & MacRae
 Lehto & Associates
 LFC Energy Corp
 LFC Power Systems Corp
 Louisiana Pacific
 Luce, Forward, Hamilton & Scripps
 Marathon Oil Co
 Marcus, David
 Marron, Reid & Sheehy
 Masonite Corporation
 Matthew V. Brady & Associates
 Maynor, Donald H.
 McKenzie & Assoc
 Meek, Daniel W.
 Meek, Wayne
 Merrill Lynch Futures
 Meyer, Joseph
 Mitsubishi Trust & Banking Group
 Mock Energy Services
 Modesto Irrigation Dist
 Mojave Pipeline Co
 Morrison & Foerster LLP
 Morse Richard Weisenmiller
 Natural Gas Clearing House
 Natural Gas Resources
 New Energy Ventures
 New Mexico, State of
 New United Motor Mfg, Inc
 NG&E/Pan Canadian
 North Coast Solar Resources
 Northern California Power Agency
 O'Rourke & Company
 Office of Energy Assessments
 P G T
 Pacific Interstate Transmission Co
 Palo Alto Muni Utilities
 Pan Energy
 PanCanadian Petroleum Co
 PC Manager



GAS ADVICE FILING MAILING LIST
PER SECTION III(G) OF GENERAL ORDER NO. 96-A

G

Pearson & Evans, P.C.
Petro-Canada Hydrocarbons
Pinnacle CNG Company
PITCO
Poco Petroleum, Ltd
Power Factors, Inc
Prax Air, Inc
Price, Roy
Provost Pritchard
R. M. Hairston & Company
R. W. Beck & Associates
Recon Research
Redwood Alliance
Redwood Resources, Inc
Regulatory & Cogeneration Svcs, Inc
Resource Management International Inc
Sacramento Municipal Utility District
San Diego Gas & Electric
Santa Fe Energy Resources Corp
SCD Energy Solutions
SDS Petroleum Products
Seattle City Light
Sequoia Union HS Dist
ESCO
Sierra Energy Risk Assessment
Sierra Pacific Power Co
Simpson Paper Co
Skaff, Andrew
SoCal Edison
SoCal Gas
Southwest Gas Corp
SURREM/REMAC
Paul Assoc
Stanford University
Stevens, Neal
Strangman, Scott
Therland Asbill & Brennan
Tobors Caramanis & Associates
Torsev and Associates
Trogen, Inc
Tuscarora Ohio Company
Utility Reform Network
Western Pipeline/Enron
Holdings, Inc.
West Const Co, Inc
West Chemical Co

Utility Design, Inc
VANTUS
Washington Water Power Co
Wellhead Electric Company
WGSJ
Wild Goose Storage Inc
Wright and Talisman
Xenergy