

LCP VOLUME I APPENDIX 2

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**Stipulation**

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## **Appendix 2 – Stipulation**

The following document is the Stipulation Resolving Issues Regarding the Land Conservation Commitment (Stipulation).

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

Order Instituting Investigation into the Ratemaking Implications ) I.02-04-026  
For Pacific Gas and Electric Company (PG&E) Pursuant to the ) (filed April 22, 2002)  
Commission's Alternative Plan of Reorganization under Chapter )  
11 of the Bankruptcy Code for PG&E, in the United States )  
Bankruptcy Court, Northern District of California, San Francisco )  
Division, In re Pacific Gas and Electric Company, Case no. )  
01-30923 DM (U 39M) )  
\_\_\_\_\_ )

**STIPULATION RESOLVING ISSUES**  
**REGARDING THE LAND CONSERVATION COMMITMENT**

**SUBMITTED BY:**

**PACIFIC GAS AND ELECTRIC COMPANY  
ASSOCIATION OF CALIFORNIA WATER AGENCIES  
CALIFORNIA FARM BUREAU FEDERATION  
CALIFORNIA HYDROPOWER REFORM COALITION  
CALIFORNIA RESOURCES AGENCY  
OFFICE OF RATEPAYER ADVOCATES  
REGIONAL COUNCIL OF RURAL COUNTIES  
STATE WATER RESOURCES CONTROL BOARD  
TUOLUMNE UTILITY DISTRICT  
U.S. DEPARTMENT OF AGRICULTURE-FOREST SERVICE**

**AND NON-PARTIES:**

**CALIFORNIA FORESTRY ASSOCIATION  
CALIFORNIA WILDERNESS COALITION  
CENTRAL VALLEY REGIONAL WATER CONTROL BOARD  
MOUNTAIN MEADOWS CONSERVANCY  
NATURAL RESOURCES DEFENSE COUNCIL  
NORTHERN CALIFORNIA COUNCIL FEDERATION OF FLY FISHERS  
THE PACIFIC FOREST TRUST, INC.  
PLANNING AND CONSERVATION LEAGUE  
SIERRA CLUB CALIFORNIA  
SIERRA FOOTHILLS AUDUBON SOCIETY  
SIERRA NEVADA ALLIANCE  
TRUST FOR PUBLIC LAND  
U.S. DEPARTMENT OF INTERIOR-BUREAU OF LAND MANAGEMENT**

**STIPULATION RESOLVING ISSUES  
REGARDING THE LAND CONSERVATION COMMITMENT**

This Stipulation Resolving Issues Regarding The Land Conservation Commitment (“Stipulation”) is made and entered into as of September 25, 2003, by Pacific Gas and Electric Company (“PG&E”), Association of California Water Agencies, California Farm Bureau Federation, California Hydropower Reform Coalition, California Resources Agency, Office of Ratepayer Advocates, Regional Council of Rural Counties, State Water Resources Control Board, Tuolumne Utility District, U.S. Department of Agriculture-Forest Service (collectively, “Parties” and individually, “Party”). Additionally, the following non-parties join in this Stipulation: California Forestry Association, California Wilderness Coalition, Central Valley Regional Water Quality Control Board, Mountain Meadows Conservancy, Natural Resources Defense Council, Northern California Council Federation of Fly Fishers, The Pacific Forest Trust, Inc., Planning and Conservation League, Sierra Club California, Sierra Foothills Audubon Society, Sierra Nevada Alliance, Trust for Public Land and U.S. Department of Interior-Bureau of Land Management. Capitalized terms used in this Stipulation and not otherwise defined have the meanings given them in the proposed Settlement Agreement.

**I. Recitals**

1. The proposed Settlement Agreement between PG&E, PG&E Corporation, and the Commission (Exhibit 101a) (“Settlement Agreement”), includes paragraph 17 and Appendix E, which together establish the Land Conservation Commitment, as defined therein. The Settlement Plan of Reorganization, dated July 31, 2003 (Exhibit 101b), submitted to the United

States Bankruptcy Court for the Northern District of California, incorporates the Settlement Agreement.

2. Pursuant to Settlement Agreement paragraph 17, PG&E will create a California non-profit corporation, PG&E Environmental Enhancement Corporation, to oversee and carry out the Land Commitment. Under Settlement Agreement paragraph 17(b), the governing board of PG&E Environmental Enhancement Corporation will consist of one representative each from PG&E, the Commission, the California Department of Fish and Game, the State Water Resources Control Board, the California Farm Bureau Federation (collectively, the “Original Board Members”), and three public members named by the Commission.

3. Testimony regarding the Land Conservation Commitment was submitted by: PG&E (Exhibits 105 and 105a) and Staff (Exhibit 122), and by the Association of California Water Agencies (Exhibit 130), California Farm Bureau Federation (Exhibit 134), California Hydropower Reform Coalition and Environmental Defense (Exhibits 127, 127A, 127B and 129A), California Resources Agency (Exhibit 131), Greenlining Institute/Latino Issues Forum (Exhibits 136 and 137), Office of Ratepayer Advocates (Exhibit 139), Regional Council of Rural Counties (Exhibit 129), State Water Resources Control Board (Exhibit 128), Tuolumne Utilities District (Exhibit 132), and U.S. Department of Agriculture-Forest Service (Exhibit 135). Mothers for Peace (Exhibit 126) and U.S. Department of Interior-Bureau of Land Management submitted pleadings related to the Land Conservation Commitment.

4. At the September 9, 2003 Prehearing Conference, Administrative Law Judge Barnett asked the Testifying Parties to “come up with a resolution” of issues related to the Land Conservation Commitment. RT 6:46 ll.1-10. Since September 24, 2003 was the date set for hearing of any disputed testimony, the Parties met expeditiously for this purpose. Those parties

identified on the cover page (collectively, “Stipulating Parties”) support and submit this Stipulation in response to the Judge’s direction.

## **II. Purpose of Stipulation**

5. This Stipulation interprets Settlement Agreement paragraph 17 and Appendix E and states mutually agreeable terms for implementation of the Land Conservation Commitment. As such, it is not an amendment to the Settlement Agreement, and instead constitutes a binding supplement to paragraph 17 and Appendix E thereof.

6. The Parties agree that this Stipulation resolves all issues directly related to the Land Conservation Commitment raised by the Parties in this proceeding with the exception of the following issue raised by the State Water Resources Control Board in Exhibit 128:

a. Whether the definition of beneficial public values should be modified to specify that any agricultural, sustainable forestry, and outdoor recreational uses must be environmentally sensitive.

7. The Stipulation does not amend any term of the Settlement Agreement. It does not address or purport to resolve any disputed issue in this proceeding other than those directly related to the Land Conservation Commitment.

## **III. Implementation of the Land Conservation Commitment**

In consideration of the respective covenants contained in this Stipulation and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

8. **Name of Implementing Corporation.** The Original Board Members agree that the initial by-laws of PG&E Environmental Enhancement Corporation will be amended to

provide that PG&E Environmental Enhancement Corporation will be renamed the Pacific Forest and Watershed Lands Stewardship Council (“Stewardship Council”).

9. **Nature of Stewardship Council.** As a non-profit corporation, the Stewardship Council will have the ordinary authority under the California Corporations Code, including but not limited to the following: (A) adopt and amend by-laws; (B) appoint additional or successor directors, from time to time, but without diminishing the right of any party to appoint its representative member to the Governing Board; (C) raise funds additional to those provided in Settlement Agreement paragraph 17(c); (D) undertake all other activities appropriate to implement its purpose as stated by the Settlement Agreement, Appendix E, “Statement of Purpose”; and (E) continue after the Termination Date provided in Settlement Agreement paragraph 36.

10. **Composition of Governing Board**

a. The Original Board Members agree that the initial by-laws of the Stewardship Council will be amended to provide that, in addition to the eight directors specified in Settlement Agreement paragraph 17(b), the Governing Board of the Stewardship Council will include one representative each from: California Resources Agency, Central Valley Regional Water Quality Control Board, Association of California Water Agencies, Regional Council of Rural Counties, California Hydropower Reform Coalition, The Trust for Public Land, Office of Ratepayer Advocates and California Forestry Association. The U.S. Department of Agriculture-Forest Service and U.S. Department of Interior-Bureau of Land Management will together designate a federal liaison who will participate in an advisory and non-voting capacity.

b. The Commission will appoint three members of the Governing Board, as provided in Settlement Agreement paragraph 17(b), to assure adequate and balanced



representation of all ratepayer interests affected by the Land Conservation Commitment, and to assure sufficient and balanced expertise exists to further implementation of the commitment.

c. A member of the Governing Board may designate one or more secondary representatives who may participate in the Governing Board's discussion of a given issue.

d. In the event that any member of the Governing Board declines or fails to participate on a regular basis, the Governing Board will designate a successor.

11. **Procedures of Governing Board**

a. The Governing Board will make each decision by consensus. (1) If a director opposes a decision proposed by another director, the opposing director will propose an alternative to resolve that matter. The Parties recognize that the Land Conservation Commitment is intended to enhance the beneficial public values, as defined in Settlement Agreement, Appendix E, and existing conditions of the Watershed Lands and Carizzo Plains; and that this purpose requires all directors to make reasonable best efforts to reach such consensus on each matter necessary for the development or implementation of the Land Conservation Plan. Consensus will be defined as the absence of notice by any director that the dispute resolution procedure specified in paragraph 11(a)(2) below will be used on a given matter. In the event such notice is provided, consensus will be defined as subsequent notice by the relevant director that the procedure specified in paragraph 11(a)(2) below resolved the dispute. (2) The by-laws will specify a non-binding dispute resolution procedure before an independent person or entity that is acceptable to all members of the Governing Board, to be used if consensus is not obtained on a given matter. Before making that decision, the Governing Board will consider alternative persons and entities, taking into account cost and demonstrated record of success in resolving similar disputes. (3) The by-laws will provide that the decision rule (consensus) and dispute

resolution procedure may only be changed by unanimous vote of the members of the Governing Board.

b. The by-laws will specify that a director, when acting in his or her capacity as a member of the Governing Board, does not bind the governmental agency, organization or company that the director represents. Each member of the Governing Board will report to, and back from, the entity he or she represents before the Governing Board takes any programmatic action, including the adoption of the Land Conservation Plan pursuant to paragraph 12(a)(1) below, in order to ensure that consensus represents the views of that entity. .

c. The meetings of the Governing Board, including meeting minutes, will be public, except that the Governing Board will have the ordinary authority to undertake a closed session in appropriate circumstances. The Stewardship Council will publish notice of its meetings in newspapers of general circulation in the counties where affected parcels are located and will maintain a public web site. The Stewardship Council, upon request, will make web site information available in hard copy to members of the public. Before making a decision regarding the disposition of any individual parcel, the Stewardship Council will provide notice to the Board of Supervisors of the affected county, each affected city, town, and water supply entity, each affected Tribe and/or co-licensee, and each landowner located within one mile of the exterior boundary of the parcel, by mail or other effective manner.

12. **Land Conservation Plan**

a. The Land Conservation Plan (“LCP”), as provided in Settlement Agreement, Appendix E, “Statement of Purpose,” will state programmatically: (1) reasonably exact estimates of acreage, by parcel, within or outside licensed project boundaries, and existing economic uses (including all related agreements); (2) objectives to preserve and/or enhance the

beneficial public values, as defined in Settlement Agreement, Appendix E, of each individual parcel; (3) a recommendation for grant of a conservation easement or fee simple donation for each such parcel; (4) a finding that the intended donee of such easement or fee simple has the funding and other capacity to maintain that property interest so as to preserve and/or enhance the beneficial public values thereof; (5) an analysis of tax and other economic and physical impacts of such disposition strategy, and a commitment by an appropriate entity (which may be PG&E, subject to being authorized by the Commission to fully recover in rates any such costs in approving PG&E's Section 851 application or in another appropriate Commission proceeding, Stewardship Council, donee, or a third party, depending on the individual circumstances) to provide property tax revenue, other equivalent revenue source, or a lump sum payment, so that the totality of dispositions in each affected county under this Land Conservation Commitment will be "tax neutral" for that county; (6) a disclosure of all known hazardous waste or substance contamination or other such environmental liabilities associated with each parcel; (7) appropriate consideration whether to split any parcel which is partly used or useful for operation of PG&E's and/or a co-licensee's hydroelectric facilities, where the beneficial public values of the unused part may be enhanced by such split, provided that it is consistent with Section 12(b)(4) of this Stipulation and that, in the event that governmental approval of a parcel split imposes conditions or restrictions on other PG&E property, the decision to accept or reject such conditions will be at PG&E's sole discretion; (8) a strategy to undertake appropriate physical measures to enhance the beneficial public values of individual parcels; provided that no such measure will be in conflict with the provisions of Settlement Agreement paragraph 17(c) and Appendix E paragraph 1; (9) a plan to monitor the economic and physical impacts of disposition and implementation of

enhancement measures on the applicable management objectives; and, (10) a schedule for the implementing transactions and measures. The plan will be organized by watershed and county.

b. The Governing Board will prepare and adopt the LCP within three years after the Effective Date, provided however, that the Governing Board may agree by consensus to alter the scope of the LCP or reschedule the completion date of portions of the LCP if, for example, technical studies have not been completed or an issue is being addressed through the dispute resolution procedure stated in paragraph 11(a). (1) The LCP will contain all elements specified in paragraph 12(a) for all parcels of Watershed Lands and Carizzo Plains and will otherwise be consistent with Settlement Agreement paragraph 17 and Appendix E as interpreted by this Stipulation. With the advice and consent of the other members of the Governing Board, PG&E will expeditiously submit applications consistent with the LCP for the Commission's review and approval under Public Utilities Code section 851. Each such application will bundle parcels by watershed or in some other manner to facilitate timely and effective review. (2) If the Governing Board does not reach consensus on the LCP or consent to an application proposed by PG&E to implement a disposition pursuant to the LCP, and if such dispute has not been resolved within 6 months of initiation of the dispute resolution procedure described in paragraph 11(a), PG&E will expeditiously file a Public Utilities Code section 851 application with the Commission. In any such application, PG&E will append a description of the disputes as written by the disputing members of the Governing Board, such that the Commission may consider alternatives. (3) PG&E reserves its rights to oppose a proposed disposition on the basis that it is in conflict with the provisions of Settlement Agreement paragraph 17(c) and Appendix E paragraph 1, or if such proposed disposition is any other respect in conflict with the Settlement Agreement or this Stipulation. PG&E will not oppose a proposed disposition on the basis that it

has not been adequately compensated for the value of such parcel. In turn, other Parties reserve their rights to disagree with PG&E's interpretation regarding such conflict. The Governing Board will seek to resolve any such dispute prior to the submittal of a Section 851 application and will report any unresolved dispute to the Commission as provided in subparagraph (2) above. (4) The Parties agree that the Land Conservation Commitment does not expand or limit PG&E's obligations or the rights of others in Federal Energy Regulatory Commission relicensing proceedings or otherwise under Part I of the Federal Power Act ("FPA"). For example, a land disposition that would result in the creation of FPA Section 4(e) authority in PG&E relicensing proceedings would be inconsistent with this provision. (5) PG&E will complete transactions to grant conservation easements or transfer fee title for all parcels of Watershed Lands and Carizzo Plains not later than six months after final receipt of all required government approvals no longer subject to appeal. The Parties will make reasonable best efforts to complete the dispositions within nine years of the Effective Date. (6) The Governing Board will have discretion to recommend that PG&E undertake isolated transactions in advance of adoption of the LCP.

c. Subject to Commission approval under Public Utilities Code section 851, PG&E reaffirms that every parcel of the Watershed Lands and Carizzo Plains will either be subject to a conservation easement and/or will be donated in fee simple to public agencies or non-profit organizations in accordance with Settlement Agreement paragraph 17(a), and further affirms that this paragraph 17(a) commitment will survive the termination of the Settlement Agreement, as provided in paragraph 36 thereof.

d. A transfer of fee simple title will include a conservation easement to preserve and/or enhance beneficial public values, as defined in Settlement Agreement paragraph 17 and Appendix E, unless: (1) the LCP includes a determination that the parcel does not have

significant public value; or (2) for any other parcel, the chosen donee of fee title informs the Governing Board that applicable law or policy precludes its accepting such easement, and the Governing Board receives satisfactory assurance in another form that the parcel will be managed consistent with the purpose of the Land Conservation Commitment.

e. A conservation easement will: (1) expressly reserve the authority of PG&E or other holders of applicable water rights to apply to the applicable regulatory authority to increase or otherwise modify the water storage capacities of existing licensed facilities; and (2) preserve or enhance reasonable public access to Watershed Lands.

f. In disposition of fee title, PG&E will hold the donee harmless for hazardous waste or substance liability, provided that PG&E may decline to agree to such disposition unless the Commission first authorizes PG&E to recover the costs of such liability and any associated mitigation or remediation measures in rates. In the absence of such authorization related to fee title, PG&E will convey a conservation easement that holds the donee harmless for such liability; provided that no such easement will permit any use that increases human exposure to hazardous waste or substance, unless the Commission first authorizes PG&E to recover the costs of any necessary mitigation or remediation measures in rates.

g. The Land Conservation Commitment, as implemented by the LCP and conforming Section 851 applications, will enhance the existing environmental and economic benefits of the Watershed Lands and Carizzo Plains on an overall basis.

13. **Budget**

a. The Governing Board will adopt appropriate financial and accounting procedures for its expenditures, including criteria for reimbursement of expenditures by PG&E or any other member of the Governing Board for the costs of outside experts, consultants or

advisors involved in implementing the Land Conservation Commitment, or for costs charged by a governmental entity with authority over the Section 851 applications or the resulting transactions. In the case of a parcel split recommended by the Stewardship Council, PG&E will be reimbursed for all costs associated with obtaining approval for the parcel split, including the cost of any condition imposed by a government authority, provided that the Governing Board will have the right to reject the proposal to split the parcel in lieu of paying the cost of any conditions and to propose an alternative. PG&E will not be reimbursed for internal costs associated with preparing the Section 851 applications or participating on the Governing Board.

b. No expenditure will be made from the funds provided by Settlement Agreement paragraph 17(c) for compliance with PG&E's regulatory or other legal duty as owner of the Watershed Lands and Carizzo Plains, including payment of property or other taxes incident to such ownership.

14. **Reporting**

a. The Stewardship Council will provide semi-annual progress reports to the Commission, beginning on the last day of the sixth month after the Effective Date, until PG&E submits its final application under Public Utilities Code section 851. Thereafter, the Stewardship Council will report to the Commission every twelve months.

b. Each such report will state: (1) actual expenditures and progress achieved towards the stated purpose of the Land Conservation Commitment; (2) unresolved disputes within the Governing Board; and (3) anticipated expenditures and actions during the next reporting period. The initial report will include the Stewardship Council's by-laws and other governing documents.

**IV. Intended Use of Stipulation.**

15. The Parties respectfully request that the Commission adopt this Stipulation without material amendment as a condition of its final order approving and adopting the Settlement Agreement.

16. Notwithstanding Settlement Plan Article X (first sentence), upon approval by the Commission of this Stipulation without material amendment as a condition of its final order approving and adopting the Settlement Agreement and upon the Effective Date of the Settlement Agreement Plan, this Stipulation will be a contract enforceable in any court of competent jurisdiction.

17. The Parties agree that this Stipulation interprets how the Governing Board will implement the Land Conservation Commitment and does not amend the Settlement Agreement. On that basis, PG&E will not oppose the entry by any Party of this Stipulation into the record in the Chapter 11 plan of reorganization confirmation proceedings pending in U.S. Bankruptcy Court (Case. No. 01-30923 DM).

18. Nothing in Settlement Agreement paragraph 17, Appendix E, or this Stipulation is intended to be or will be construed as a waiver of sovereign immunity by any federal or state agency, except, with respect to the Commission as provided in paragraph 20 of the Settlement Agreement. Nothing in Settlement Agreement paragraph 17, Appendix E, or this Stipulation is intended to be or will be construed to alter any authority of any federal or state agency.

19. By entering into or approving and adopting this Stipulation, neither PG&E nor the Commission waives its right to seek interpretation or enforcement of the Settlement Agreement, including paragraph 17 and Appendix E, by the United States Bankruptcy Court for the Northern District of California.

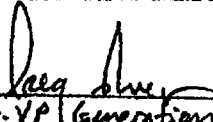


20. The Commission will exercise its authority to approve or disapprove all land dispositions under Public Utilities Code Section 851 consistent with the Land Conservation Commitment and this Stipulation.

21. PG&E hereby represents that its signature on this Stipulation is sufficient to make this Stipulation fully effective and that it is not necessary for PG&E Corporation to sign this Stipulation to make it effective and enforceable.

22. This Stipulation may be executed by facsimile and in one or more counterparts, all of which taken together will constitute a single Stipulation.

PACIFIC GAS AND ELECTRIC COMPANY

By   
Its Sr. VP Generation

ASSOCIATION OF CALIFORNIA WATER AGENCIES

By \_\_\_\_\_  
Its \_\_\_\_\_

CALIFORNIA HYDROPOWER REFORM COALITION

By \_\_\_\_\_  
Its \_\_\_\_\_

OFFICE OF RATEPAYER ADVOCATES

By \_\_\_\_\_  
Its \_\_\_\_\_

CALIFORNIA FARM BUREAU FEDERATION

By \_\_\_\_\_  
Its \_\_\_\_\_

CALIFORNIA RESOURCES AGENCY

By \_\_\_\_\_  
Its \_\_\_\_\_

REGIONAL COUNCIL OF RURAL COUNTIES

By \_\_\_\_\_  
Its \_\_\_\_\_

STATE WATER RESOURCES CONTROL BOARD

By \_\_\_\_\_  
Its \_\_\_\_\_

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PACIFIC GAS AND ELECTRIC COMPANY

CALIFORNIA FARM BUREAU  
FEDERATION

By \_\_\_\_\_  
Its \_\_\_\_\_



By \_\_\_\_\_  
Its \_\_\_\_\_

By \_\_\_\_\_  
Its \_\_\_\_\_

CALIFORNIA HYDROPOWER REFORM  
COALITION

REGIONAL COUNCIL OF RURAL  
COUNTIES

By \_\_\_\_\_  
Its \_\_\_\_\_

By \_\_\_\_\_  
Its \_\_\_\_\_

OFFICE OF RATEPAYER ADVOCATES

STATE WATER RESOURCES CONTROL  
BOARD

By \_\_\_\_\_  
Its \_\_\_\_\_

By \_\_\_\_\_  
Its \_\_\_\_\_

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PACIFIC GAS AND ELECTRIC COMPANY

By \_\_\_\_\_  
Its \_\_\_\_\_

ASSOCIATION OF CALIFORNIA WATER AGENCIES

By John W. House  
Its ENERGY CONSULTANT

CALIFORNIA HYDROPOWER REFORM COALITION

By \_\_\_\_\_  
Its \_\_\_\_\_

OFFICE OF RATEPAYER ADVOCATES

By \_\_\_\_\_  
Its \_\_\_\_\_

CALIFORNIA FARM BUREAU FEDERATION

By \_\_\_\_\_  
Its \_\_\_\_\_

CALIFORNIA RESOURCES AGENCY

By \_\_\_\_\_  
Its \_\_\_\_\_

REGIONAL COUNCIL OF RURAL COUNTIES

By John W. House  
Its Energy Consultant

STATE WATER RESOURCES CONTROL BOARD

By \_\_\_\_\_  
Its \_\_\_\_\_

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CALIFORNIA FARM BUREAU  
FEDERATION

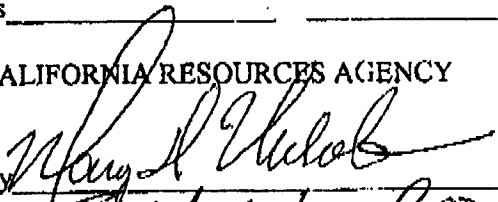
By \_\_\_\_\_  
Its \_\_\_\_\_

By \_\_\_\_\_  
Its \_\_\_\_\_

ASSOCIATION OF CALIFORNIA WATER  
AGENCIES

CALIFORNIA RESOURCES AGENCY

By \_\_\_\_\_  
Its \_\_\_\_\_

By   
Its *Secretary for Resources*

CALIFORNIA HYDROPOWER REFORM  
COALITION

REGIONAL COUNCIL OF RURAL  
COUNTIES

By \_\_\_\_\_  
Its \_\_\_\_\_

By \_\_\_\_\_  
Its \_\_\_\_\_

OFFICE OF RATEPAYER ADVOCATES

STATE WATER RESOURCES CONTROL  
BOARD

By \_\_\_\_\_  
Its \_\_\_\_\_

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PACIFIC GAS AND ELECTRIC COMPANY

By \_\_\_\_\_  
Its \_\_\_\_\_

ASSOCIATION OF CALIFORNIA WATER AGENCIES

By \_\_\_\_\_  
Its \_\_\_\_\_

CALIFORNIA HYDROPOWER REFORM COALITION

By *Stephen M. Walsh*  
Its *director*

OFFICE OF RATEPAYER ADVOCATES

By *Robert Cagan*  
Its *attorney*

CALIFORNIA FARM BUREAU FEDERATION

By \_\_\_\_\_  
Its \_\_\_\_\_

CALIFORNIA RESOURCES AGENCY

By \_\_\_\_\_  
Its \_\_\_\_\_

REGIONAL COUNCIL OF RURAL COUNTIES

By \_\_\_\_\_  
Its \_\_\_\_\_

STATE WATER RESOURCES CONTROL BOARD

By \_\_\_\_\_  
Its \_\_\_\_\_

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PACIFIC GAS AND ELECTRIC COMPANY

By \_\_\_\_\_  
Its \_\_\_\_\_

ASSOCIATION OF CALIFORNIA WATER AGENCIES

By \_\_\_\_\_  
Its \_\_\_\_\_

CALIFORNIA HYDROPOWER REFORM COALITION

By \_\_\_\_\_  
Its \_\_\_\_\_

OFFICE OF RATEPAYER ADVOCATES

By \_\_\_\_\_  
Its \_\_\_\_\_

CALIFORNIA FARM BUREAU FEDERATION

By \_\_\_\_\_  
Its \_\_\_\_\_

CALIFORNIA RESOURCES AGENCY

By \_\_\_\_\_  
Its \_\_\_\_\_

REGIONAL COUNCIL OF RURAL COUNTIES

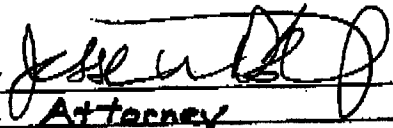
By \_\_\_\_\_  
Its \_\_\_\_\_

STATE WATER RESOURCES CONTROL BOARD

By  \_\_\_\_\_  
Its **EXEC. DIR.** \_\_\_\_\_

TUOLUMNE UTILITY DISTRICT

U.S. DEPARTMENT OF AGRICULTURE-  
FOREST SERVICE

By   
Its Attorney

By \_\_\_\_\_  
Its \_\_\_\_\_

TUOLUMNE UTILITY DISTRICT

U.S. DEPARTMENT OF AGRICULTURE -  
FOREST SERVICE

By \_\_\_\_\_  
Its \_\_\_\_\_

By Jack A. Blackwell  
Its Regional Forester



NON-PARTY SIGNATORIES

CALIFORNIA FORESTRY ASSOCIATION

By David H. Bickel  
Its President

MOUNTAIN MEADOWS CONSERVANCY

By \_\_\_\_\_  
Its \_\_\_\_\_

CALIFORNIA WILDERNESS COALITION

By \_\_\_\_\_  
Its \_\_\_\_\_

NORTHERN CALIFORNIA COUNCIL  
FEDERATION OF FLY FISHERS

By \_\_\_\_\_  
Its \_\_\_\_\_

CENTRAL VALLEY REGIONAL WATER  
QUALITY CONTROL BOARD

By \_\_\_\_\_  
Its \_\_\_\_\_

PLANNING AND CONSERVATION  
LEAGUE

By \_\_\_\_\_  
Its \_\_\_\_\_

NATURAL RESOURCES DEFENSE  
COUNCIL

By \_\_\_\_\_  
Its \_\_\_\_\_

SIERRA FOOTHILLS AUDUBON SOCIETY

By \_\_\_\_\_  
Its \_\_\_\_\_

THE PACIFIC FOREST TRUST, INC.

By \_\_\_\_\_  
Its \_\_\_\_\_

TRUST FOR PUBLIC LAND

By \_\_\_\_\_  
Its \_\_\_\_\_

SIERRA CLUB CALIFORNIA

By \_\_\_\_\_  
Its \_\_\_\_\_

U.S. DEPARTMENT OF INTERIOR-  
BUREAU OF LAND MANAGEMENT

By \_\_\_\_\_  
Its \_\_\_\_\_

SIERRA NEVADA ALLIANCE

By \_\_\_\_\_  
Its \_\_\_\_\_

NON-PARTY SIGNATORIES

CALIFORNIA FORESTRY ASSOCIATION

By \_\_\_\_\_  
Its \_\_\_\_\_

MOUNTAIN MEADOWS CONSERVANCY

By Stacy Robinson /sw  
Its president

CALIFORNIA WILDERNESS COALITION

By Keith Hammond /sw  
Its communications Director

NORTHERN CALIFORNIA COUNCIL  
FEDERATION OF FLY FISHERS

By Robert N Ferroggiaro /sw  
Its vice president, Conservation

CENTRAL VALLEY REGIONAL WATER  
QUALITY CONTROL BOARD

By \_\_\_\_\_  
Its \_\_\_\_\_

PLANNING AND CONSERVATION  
LEAGUE

By Fred Kelley /sw  
Its Executive Director

NATURAL RESOURCES DEFENSE  
COUNCIL

By Stacy Carter /sw  
Its Director, Western Energy Programs

SIERRA FOOTHILLS AUDUBON SOCIETY

By Walt Carnahan /sw  
Its president

THE PACIFIC FOREST TRUST, INC.

By Cavie A Wayburn /sw  
Its president

TRUST FOR PUBLIC LAND

By David Sutton /sw  
Its Director, N-Cal. Projects and Sierra Nevada Program

SIERRA CLUB CALIFORNIA

By Allan Eberhart /sw  
Its Chair, CA/NV Conservation Cmte.

U.S. DEPARTMENT OF INTERIOR-  
BUREAU OF LAND MANAGEMENT

By \_\_\_\_\_  
Its \_\_\_\_\_

SIERRA NEVADA ALLIANCE

By Joan Clayburgh /sw  
Its Executive Director

NON-PARTY SIGNATORIES

CALIFORNIA FORESTRY ASSOCIATION

By \_\_\_\_\_  
Its \_\_\_\_\_

CALIFORNIA WILDERNESS COALITION

By \_\_\_\_\_  
Its \_\_\_\_\_

CENTRAL VALLEY REGIONAL WATER  
QUALITY CONTROL BOARD

By  \_\_\_\_\_  
Its Chair

NATURAL RESOURCES DEFENSE  
COUNCIL

By \_\_\_\_\_  
Its \_\_\_\_\_

THE PACIFIC FOREST TRUST, INC.

By \_\_\_\_\_  
Its \_\_\_\_\_

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Its \_\_\_\_\_

SIERRA NEVADA ALLIANCE

By \_\_\_\_\_  
Its \_\_\_\_\_

MOUNTAIN MEADOWS CONSERVANCY

By \_\_\_\_\_  
Its \_\_\_\_\_

NORTHERN CALIFORNIA COUNCIL  
FEDERATION OF FLY FISHERS

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Its \_\_\_\_\_

PLANNING AND CONSERVATION  
LEAGUE

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Its \_\_\_\_\_

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Its \_\_\_\_\_

TRUST FOR PUBLIC LAND

By \_\_\_\_\_  
Its \_\_\_\_\_

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BUREAU OF LAND MANAGEMENT

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Its \_\_\_\_\_

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Its \_\_\_\_\_

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COUNCIL

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Its \_\_\_\_\_

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FEDERATION OF FLY FISHERS

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Its \_\_\_\_\_

PLANNING AND CONSERVATION  
LEAGUE

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Its \_\_\_\_\_


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Its \_\_\_\_\_

TRUST FOR PUBLIC LAND

By \_\_\_\_\_  
Its \_\_\_\_\_

U.S. DEPARTMENT OF INTERIOR-  
BUREAU OF LAND MANAGEMENT

By   
Its State Director, California