

PUBLIC UTILITIES COMMISSION

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December 11, 2003

Advice Letter 2469G-B|2394E-B

Ms Anita Smith, Rate Analyst
Pacific Gas and Electric Company
77 Beale Street, 10B Mail Code
San Francisco, CA 94177

Subject: Gas and Electric Rule Changes to Allow Paperless Billing

Dear Ms Smith:

Advice Letter 2469G-B|2394E-B is effective December 29, 2003. A copy of the advice letter is sent herewith for your records.

Sincerely,

A handwritten signature in cursive script that reads 'Paul Clamor'.

Director
Energy Division



**Pacific Gas and
Electric Company**

Karen A. Tomcala
Vice President
Regulatory Relations

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November 19, 2003

Advice 2469-G-B/2394-E-B

(Pacific Gas and Electric Company ID U 39 M)

Subject: Electronic Payment of Bills – Compliance with Resolution E-3711

Pacific Gas and Electric Company (PG&E) hereby submits for filing the following changes to its tariff schedules. The revised tariff sheets are attached hereto.¹

Purpose

The purpose of Advice 2469-G-B/2394-E-B is to revise gas and electric Rule 1 – *Definitions*, Rule 8 – *Notices*, and Rule 9 – *Rendering and Payment of Bills*, in compliance with Resolution (R.) E-3711. This advice filing adds language to gas and electric Rule 1 – *Definitions*, to address the definitions of electronic billing and electronic presentment, Rule 8 – *Notices*, to address transmittal through electronic presentment to specified customers rather than through U.S. mail, and Rule 9 – *Rendering and Payment of Bills*, to address changes pursuant to R. E-3711. This supplemental filing supercedes Advice 2469-G-A/2394-E-A.

Background

On June 26, 2003, following the June 12th workshop on electronic billing, PG&E submitted Advice 2469-G/2394-E to propose a "paperless billing" option for bundled service customers under terms similar to those proposed by other California utilities. In response to protests from SPURR, PG&E submitted supplemental Advice 2469-G-A/2394-E-A on August 13, 2003, to expand the initial roll-out of paperless billing to both bundled and unbundled residential and small commercial customers.

On August 22, 2003, the Commission approved R. E-3711, which allowed San Diego Gas & Electric Company, Southern California Edison Company, and Southwest Gas Corporation to provide electronic payment as an option for customers. Resolution E-3711 specifically addressed three issues associated with paperless billing: 1) the confidentiality of using electronic payments; 2)

¹ PG&E reserves all legal rights to challenge the decisions or statutes under which it has been required to make this advice filing, and nothing in this advice filing constitutes a waiver of such rights. Also, PG&E reserves any additional legal rights to challenge the requirement to make this advice filing by reason of its status as a debtor under Chapter 11 of the Bankruptcy Code, and nothing in this advice filing constitutes a waiver of such rights.

protection of the customer information; and, 3) the consistency in any system implemented to credit the customer's account (for payment).

PG&E now submits this second supplemental advice filing with the following specific modifications to further clarify the details surrounding electronic billing, to comply with the spirit of Resolution E-3711, and to have consistent parallel lettering between the gas and electric rules:

1. Gas and electric Rule 1 has been revised with a modified definition of ELECTRONIC BILLING and an additional definition of ELECTRONIC PRESENTMENT;
2. Gas and electric Rule 8 is expanded to include ELECTRONIC PRESENTMENT as a means of bill transmittal; thus, the language of Rule 8, Sections A. and B. are each changed from "... after the bill is mailed to the customer" to "... after the bill is transmitted by mail or through Electronic Presentment to the customer."
3. Gas and electric Rule 9, Section E. BILLS DUE ON PRESENTATION is expanded to include a more detailed explanation of payment options;
4. Gas and electric Rule 9, Section L. ELECTRONIC BILL PRESENTATION AND PAYMENT is slightly modified to clarify that legal and mandated notices will also be discontinued with the commencement of paperless billing; and,
5. Gas and electric Rule 9, Section M. PRIVACY OF CUSTOMER INFORMATION is modified to state that "... PG&E will not release confidential information, including financial information, to a third party without the customer's electronic signature or written consent."
6. Gas Rule 9, Section E. READINGS OF SEPARATE METERS has been moved up and switched with gas Rule 9, Section D. BILLS DUE ON PRESENTATION for parallel construction with the electric rules; Therefore, as a result of this change, both gas and electric Rule 9 have the same ordering of the respective paragraphs.

Though there are changes to various sections, PG&E has included the entire gas and electric Rule 9. Thus, the Commission may read the changes in the context of the entire rule.

Protests

Anyone wishing to protest this filing may do so by sending a letter by **December 9, 2003**, which is 20 days from the date of this filing. The protest must state the

November 19, 2003

grounds upon which it is based, including such items as financial and service impact, and should be submitted expeditiously. Protests should be mailed to:

IMC Branch Chief – Energy Division
California Public Utilities Commission
505 Van Ness Avenue, 4th Floor
San Francisco, California 94102
Facsimile: (415) 703-2200
E-mail: jjr@cpuc.ca.gov

Protests also should be sent by e-mail and facsimile to Mr. Jerry Royer, Energy Division, as shown above, and by U.S. mail to Mr. Royer at the above address.

The protest should be sent via both e-mail and facsimile to PG&E on the same date it is mailed or delivered to the Commission at the address shown below.

Pacific Gas and Electric Company
Attention: Brian K. Cherry
Director, Regulatory Relations
77 Beale Street, Mail Code B10C
P.O. Box 770000
San Francisco, California 94177
Facsimile: (415) 973-7226
E-mail: RxDd@pge.com

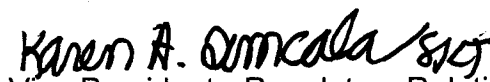
Effective Date

In compliance with General Order (G.O.) 96-A, PG&E requests that this filing be effective on regular notice, **December 29, 2003**, which is 40 days after the date of filing.

Notice

In accordance with G.O. 96-A, Section III, Paragraph G, a copy of this advice letter is being sent electronically and via U.S. mail to parties shown on the attached list. Address changes should be directed to Sandra Ciach at (415) 973-7572. Advice letter filings can also be accessed electronically at:

http://www.pge.com/customer_services/business/tariffs/


Vice President - Regulatory Relations

Attachments

ATTACHMENT I
ADVICE 2469-G-B
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Cal. P.U.C. Sheet No.	Title of Sheet	Canceling Cal P.U.C. Sheet No.
21927-G	Rule 1- Definitions (Cont'd)	18199,18492-G
21928-G	Rule 8 – Notices	17579-G
21929-G	Rule 8 – Notices (Cont'd)	15726-G
21930-G	Rule 9 – Rendering and Payment of Bills	19353-G
21931-G	Rule 9 – Rendering and Payment of Bills (Cont'd)	18712-G
21932-G	Rule 9 – Rendering and Payment of Bills (Cont'd)	21294-G
21933-G	Rule 9 – Rendering and Payment of Bills (Cont'd)	21295-G
21934-G	Rule 9 – Rendering and Payment of Bills (Cont'd)	17780-G
21935-G	Rule 9 – Rendering and Payment of Bills (Cont'd)	17781-G
21936-G	Rule 9 – Rendering and Payment of Bills (Cont'd)	none
21937-G	Table of Contents – Rules	21547-G
21938-G	Table of Contents	21926-G

ADVICE 2394-E-B

Cal. P.U.C. Sheet No.	Title of Sheet	Canceling Cal P.U.C. Sheet No.
20964-E	Rule 1- Definitions (Cont'd)	19759-E
20965-E	Rule 8 – Notices	14144-E
20966-E	Rule 8 – Notices (Cont'd)	13137-E
20967-E	Rule 9 – Rendering and Payment of Bills	16369-E
20968-E	Rule 9 – Rendering and Payment of Bills (Cont'd)	14877-E
20969-E	Rule 9 – Rendering and Payment of Bills (Cont'd)	20967-E
20970-E	Rule 9 – Rendering and Payment of Bills (Cont'd)	20968,19310-E
20971-E	Rule 9 – Rendering and Payment of Bills (Cont'd)	19310-E
20972-E	Rule 9 – Rendering and Payment of Bills (Cont'd)	14317-E

<u>Cal. P.U.C. Sheet No.</u>	<u>Title of Sheet</u>	<u>Canceling Cal P.U.C. Sheet No.</u>
20973-E	Rule 9 – Rendering and Payment of Bills (Cont'd)	14318-E
20974-E	Rule 9 – Rendering and Payment of Bills (Cont'd)	None
20975-E	Table of Contents – Rules	20378-E
20976-E	Table of Contents	20807-E



RULE 1—DEFINITIONS
(Continued)

DECATHERM (Dth) (Also DEKATHERM): A unit of energy equal to ten therms, or one million Btu.

DELIVERY POINT(S): The point(s) on PG&E's pipeline system where PG&E delivers natural gas that it has transported to the Customer.

DISTRIBUTION SYSTEM: Generally, mains, service connections, and equipment that carry or control the supply of natural gas from point of local supply to and including the meter.

ELECTRIC-UTILITY START-UP AND IGNITOR FUEL: Electric utility natural-gas use where no alternative-fuel capability exists for: (a) heating the boiler system adequately during start-up to enable efficient oil burning to meet pollution standards; and (b) insuring continuous ignition and flame stabilization within the boiler.

ELECTRONIC BILLING: A billing method whereby at the mutual option of the Customer and PG&E, the Customer elects to receive, view, and pay bills electronically and to no longer receive paper bills.

(N)

ELECTRONIC PRESENTMENT: When made available or transmitted electronically to the Customer at an agreed upon location.

(N)

END-USE CUSTOMER: See CORE END-USE CUSTOMER and NONCORE END-USE CUSTOMER.

ENERGY PUBLIC UTILITY: Investor-owned electric and/or natural gas public utility regulated by the California Public Utilities Commission, or a municipal utility.

ENHANCED OIL RECOVERY: Any operation which includes the use of gas as a fuel to pressure, cycle or inject steam or hot water into a well for the purpose of increasing oil production from that well, including gas used for cogeneration to promote these operations.

(Continued)



RULE 8—NOTICES

Any notice pursuant to PG&E's tariffs may be given to the customer in writing. Written notice is effective when it is either: (1) presented to the customer, or (2) mailed, as defined in Rule 1, to the customer at the address where the customer is receiving service or at the mailing address provided by the customer. PG&E may also provide the customer with verbal notice in person or by telephone as provided herein.

Any notice pursuant to PG&E's tariffs from the customer or the customer's authorized agent may be given to PG&E by telephone or in person or in writing. Verbal notice is acceptable unless written notice is requested by PG&E or required by the tariffs.

A. NOTICES OF TERMINATION OF SERVICE FOR NONPAYMENT—RESIDENTIAL

Monthly bills for residential service are due and payable upon presentation and will be considered past due if payment is not received by PG&E within 19 days after the bill is transmitted by mail or through Electronic Presentment to the customer. Credit deposit requests are due and payable upon presentation and will be considered past due if payment is not received by PG&E within 11 days after the credit deposit request is mailed to the customer. Past due bills and credit deposit requests are subject to the following notices. If the past due amount on these notices is not paid, service may be terminated for nonpayment in accordance with Rule 11. (T)

1. 15-DAY NOTICE

When a bill for service or credit deposit request has become past due, PG&E will mail the customer a notice that service may be terminated for nonpayment in 15 days.

2. 24-HOUR and 48-HOUR NOTICES

When the past due balance on a 15-day notice is unpaid, PG&E will give notice of termination for nonpayment by mail at least 48 hours prior to terminating service. If the past due balance still remains unpaid, PG&E will make a reasonable attempt to contact an adult residing at the customer's residence either by telephone or in person at least 24 hours prior to terminating service.

(Continued)



RULE 8—NOTICES
(Continued)

A. NOTICES OF TERMINATION OF SERVICE FOR NONPAYMENT—RESIDENTIAL
(Cont'd.)

4. NOTICES TO OCCUPANTS OF MULTIFAMILY ACCOMMODATIONS FOR
TERMINATION OF SERVICE FOR NONPAYMENT (Cont'd.)

b. 15-DAY NOTICE (Cont'd.)

The notice will inform the tenants that they have the right to become the customer of PG&E without paying the past due bill, but credit must be established in accordance with Rule 6. It will further inform the tenants:

- 1) what the residential tenants must do to prevent termination or to reestablish service,
- 2) the estimated monthly cost of service,
- 3) the title, address and telephone number of a PG&E representative, and
- 4) the address and telephone number of a legal services project which has been recommended by the local county bar association.

B. NOTICES OF TERMINATION OF SERVICE FOR NONPAYMENT—
NONRESIDENTIAL

Monthly bills for nonresidential service are due and payable upon presentation and will be considered past due if payment is not received by PG&E within 15 days after the bill is transmitted by mail or through Electronic Presentment to the customer. Credit deposit requests are due and payable upon presentation and will be considered past due if payment is not received by PG&E within 11 days after the credit deposit request is mailed to the customer. Past due bills and credit deposit requests are subject to the following notices. If the past due amount on these notices is not paid, service may be terminated for nonpayment of the past due amount in accordance with Rule 11.

(T)

(Continued)



RULE 9—RENDERING AND PAYMENT OF BILLS

A. BILLS PREPARED AT REGULAR INTERVALS

Bills for gas service will be rendered at regular intervals. All bills will be based on meter registration, except as provided in C and G below, or as may otherwise be provided in PG&E's tariffs.

Meters will be read as nearly as possible at regular intervals. Except as otherwise stated the regular billing period will be once each month. Due to Sundays and Holidays it is not always possible to read meters on the same day of each month. Where the monthly period is less than 27 days or more than 33 days, a pro rata correction will be made in the bill on the basis of the number of days in the period in question to the total days in an average month, which will be taken as 30 days. Where, however, daily equivalents are used in place of fixed monthly charges, there will be no pro rata correction. Instead, the calculation shall use the number of days in the billing period multiplied by the daily equivalent charge. Where daily baseline or medical quantities are used, the calculation shall use the number of days in the billing period multiplied by the daily equivalent therms.

Whenever PG&E's rate schedules include an annual minimum, an annual service or an annual demand charge, said charge is to be payable in twelve (12) equal monthly installments throughout the year unless otherwise provided in the rate schedule.

B. PRO RATA CORRECTION

Except as provided in Section J below, opening and closing bills and monthly bills for gas service rendered for periods of less than 27 days or more than 33 days will be computed in accordance with this rule, but unless otherwise provided in the applicable rate schedule the amount of the blocks in the schedule and the minimum charge will be prorated on the basis of the number of days in the period in question to the total number of days in an average month, as specified in Section A above. However, where daily equivalents are used, there will be no prorata correction. Instead, the calculation shall use the number of days in the billing period multiplied by the daily equivalent charge.

When one or more regularly scheduled meter readings have been missed, the proration factor for the next regularly scheduled meter reading shall be 1.000 times the number of monthly billing cycles in the period. When an interim bill based on a special reading for a period other than 27 to 33 days has been issued during the interval since the last regularly scheduled meter reading, the proration factor for the regularly scheduled bill shall be the factor derived above, less the proration factor applied to the interim bill. However, where daily equivalents are used, there will be no pro rata correction. Instead, the calculation shall use the number of days in the billing period multiplied by the daily equivalent charge.

(Continued)



RULE 9—RENDERING AND PAYMENT OF BILLS
(Continued)

C. ESTIMATED BILLS

If, because of unusual conditions or for reasons beyond the meter reading entity's control, the customer's meter cannot be read on the scheduled reading date, or if for any reason accurate usage data are not available, PG&E will bill the customer for estimated consumption during the billing period. Estimated consumption for this purpose will be calculated considering the customer's prior usage, PG&E's experience with other customers of the same class in that area, and the general characteristics of the customer's operations.

D. READINGS OF SEPARATE METERS

For the purpose of making charges, each meter upon the customer's premises will be considered separately, and the readings of two or more meters will not be combined, except as follows:

1. Where combinations of meter readings are specifically provided for in rate schedules.
2. Where PG&E's operating convenience or necessity shall require the installation of two or more meters upon the customer's premises instead of one meter.

E. BILLS DUE ON PRESENTATION

Bills for electric service are due and payable upon presentation. Payments shall be received at the address imprinted on the payment stub attached to PG&E's bill, a business office of PG&E, or by an authorized agent of PG&E. Payments shall be made using the following options:

1. Cash, check, money order, or
2. Electronic data interchange (EDI) for commercial customers or recurring automatic bank debit (Wherein the customer requests the automatic monthly withdrawal of payment for utility services from a designated checking/banking account), or
3. Debit card by phone service or an electronic funds transfer the customer initiates through a third party (A transfer or transaction fee over and above the PG&E bill amount may be charged to the customer by a third-party vendor for these services), or
4. Electronic billing as defined in Rule 1, or
5. By other means mutually agreeable to PG&E and the customer.

(Continued)



RULE 9—RENDERING AND PAYMENT OF BILLS
(Continued)

F. CLOSING BILL PAYABLE ON PRESENTATION

Removal bills, special bills, bills rendered on vacation of premises or bills rendered to persons discontinuing the service, shall be paid on presentation. Bills for connection or reconnection of service and payments for deposits or to reinstate deposits as required under the rules of PG&E shall be paid before service will be connected or reconnected.

G. BALANCED PAYMENT PLAN

Single family residential customers who wish to minimize variations in monthly bills, may elect to participate in the Balanced Payment Plan (BPP). This plan is detailed as follows:

1. A Customer can join the plan in any month of the year and the plan will extend through the following twelve months.
2. Participation is subject to approval by PG&E.
3. Meters will be read and billed at regular intervals.
4. Customers will be expected to pay the BPP amount shown due.
5. The BPP amount will be one-twelfth of the annual bill as estimated by PG&E, based on the customer's most recent twelve months history of use, or, if that is not available, the usage pattern of comparable customers similarly situated.
6. BPP amounts will be reviewed three times a year or at other times due to a rate change, and adjusted if required to reduce the likelihood of a large imbalance between actual charges and BPP charges. Customers will be notified of any change in the BPP amount by bill message.
7. Participants will be removed from the plan if a bill containing a prior unpaid BPP amount becomes delinquent as defined in Rule 11.

(Continued)



RULE 9—RENDERING AND PAYMENT OF BILLS
(Continued)

H. RETURNED CHECK CHARGE

If a check, tendered in payment of amounts owing PG&E, is not honored by a bank and is returned to PG&E unpaid, PG&E will add to the customer's bill a charge of \$6.00 for processing each such returned check. Where service is subject to discontinuance under Rule 11, the returned check charge shall be included in the total amount due and payable.

I. FIELD COLLECTION CHARGE

PG&E may require payment of a Field Collection Charge of \$10.00 when an authorized PG&E representative makes a field call to a customer's premises to discontinue gas service in accordance with Rule 11 for nonpayment of a past due billing for service. PG&E may also require payment of the \$10.00 Field Collection Charge when an authorized PG&E representative makes a field call to discontinue gas service for nonpayment of a credit deposit that was requested in accordance with Rule 6.

Where service is discontinued the Provisions of gas Rule 11, the field collection charge will be included in the total amount due and payable.

If, at the time the authorized PG&E representative makes the field call to the customer's premises, the customer makes payment in full or makes acceptable payment arrangements in order to avoid discontinuance of service, PG&E may still require payment of the \$10.00 Field Collection Charge.

(Continued)



RULE 9—RENDERING AND PAYMENT OF BILLS
(Continued)

J. RESIDENTIAL CHANGE OF PARTY

When a residential customer commences or terminates service in accordance with Rule 3 or 11, respectively, the energy use assigned to the customer for the purpose of calculating the opening or closing bill shall be determined by either: (1) using the recorded meter registration on the date requested by the customer that service commence or terminate, or (2) multiplying the average daily use during the billing period (as computed by dividing the total metered use by the number of days in the billing period) times the number of days the customer received service.

K. SUMMARY BILLING

Summary Billing is a special billing service PG&E provides whereby Customers with several individual nonresidential energy accounts can receive a single bill with summarized billing data for these accounts. A Summary Bill may be generated in lieu of the individual bills under the following conditions:

1. Only nonresidential Detail Accounts will be summarized under the Summary Billing Program.
2. A customer may be required to sign and must agree to the conditions in Standard Form M62-1491--Summary Billing Agreement in order to participate in the Summary Billing Program.
3. Five (5) Detail Accounts is the minimum that can be summarized under one Master Account, and five hundred (500) is the maximum number of Detail Accounts that can be summarized under one Master Account.
4. The Customer name on all of the Detail Accounts summarized under any one Master Account must be the same.
5. Each month's payment for the "TOTAL AMOUNT NOW DUE" must be one (1) payment in the form of a check, cashier's check, or money order drawn on a bank or other financial institution and payable to PG&E in U.S. currency.
6. PG&E reserves the right to remove the Customer from the Summary Billing Program if the Customer:
 - a) does not pay the "TOTAL AMOUNT NOW DUE," as shown on the Summary Bill, within fifteen (15) days of mailing on more than two (2) occasions within any twelve (12) consecutive months, or

(Continued)



RULE 9—RENDERING AND PAYMENT OF BILLS

(Continued)

K. SUMMARY BILLING (Cont'd.)

6. (Cont'd.)

- b) has two (2) or more checks returned to PG&E unpaid by the bank or other financial institution within any twelve (12) consecutive months.

Any Customer terminated from the Summary Billing Program, must meet the conditions in the Summary Billing Agreement before reestablishing billing under the Summary Billing Program including an advance for PG&E's administrative costs of \$300 per Master Account.

7. If the correctness of a Summary Bill or any Detail Account is questioned or disputed by the Customer, the Customer must request an explanation from PG&E within ten (10) days of receiving the Summary Bill and pay the undisputed amount. If PG&E determines that the billing was incorrect, an adjustment will be applied to the next month's bill. If PG&E and the Customer fail to agree on the amount of a disputed bill, in lieu of paying the disputed amount to PG&E, the Customer may deposit the disputed amount of the bill with the CPUC, pending resolution of the dispute and disbursement of the deposit by the CPUC.



RULE 9—RENDERING AND PAYMENT OF BILLS
(Continued)

L. ELECTRONIC BILL PRESENTATION AND PAYMENT

(N)

At the mutual option of the Customer and PG&E, the Customer may elect to receive, view, and pay regular bills for service electronically and to no longer receive paper bills and legal and mandated notices. Customers requesting this option may be required to complete additional forms and agreements. Legal and mandated notices shall be included with PG&E's electronic transmittal; except, however, all notices of termination of service for nonpayment shall be delivered by U.S. Mail. Either party may discontinue Electronic Billing upon 30-days prescribed notice.

Customers choosing to use an alternative payment method, such as a bill aggregator or financial institution, may be charged a fee by the third party. All complaints regarding alternative payment methods shall be directed to PG&E.

M. PRIVACY OF CUSTOMER INFORMATION

To preserve customer privacy, PG&E will not release confidential information, including financial information, to a third party without the customer's electronic signature or written consent.

(N)

(Continued)



Pacific Gas and Electric Company
San Francisco, California

Cancelling

Revised
Revised

Cal. P.U.C. Sheet No.
Cal. P.U.C. Sheet No.

21937-G
21547-G

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Advice Letter No. 2469-G-B
Decision No.

Issued by
Karen A. Tomcala
Vice President
Regulatory Relations

Date Filed November 19, 2003
Effective
Resolution No.



Pacific Gas and Electric Company
San Francisco, California

Cancelling

Revised
Revised

Cal. P.U.C. Sheet No.
Cal. P.U.C. Sheet No.

21938-G
21926-G

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RATE SCHEDULES

RESIDENTIAL

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Advice Letter No. 2469-G-B
Decision No.

Issued by
Karen A. Tomcala
Vice President
Regulatory Relations

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Effective
Resolution No.



RULE 1—DEFINITIONS
(Continued)

DIRECT ACCESS SERVICE: Defined in Rule 22.A.3.

DISTRIBUTION SERVICES: The delivery of electrical supply and related services by PG&E to a customer over PG&E's Distribution System.

DISTRIBUTION SYSTEM: Those non-ISO transmission and distribution facilities owned, controlled, and operated by PG&E that are used to provide Distribution Service under these tariffs.

ELECTRONIC BILLING: A billing method whereby at the mutual option of the Customer and PG&E, the Customer elects to receive, view, and pay bills electronically and to no longer receive paper bills.

(N)

ELECTRONIC PRESENTMENT: When made available or transmitted electronically to the Customer at an agreed upon location.

(N)

ENERGY SUPPLY OR PROCUREMENT SERVICES: Includes, but is not limited to, procurement of electric energy; all scheduling, settlement, and other interactions with Scheduling Coordinators, and the ISO; all ancillary services and congestion management.

ENERGY SERVICE PROVIDER (ESP): An entity who provides electric supply services to Direct Access Customers within PG&E's service territory. An ESP may also provide certain metering and billing services to its DA Customers as provided for within these tariffs.

(Continued)



RULE 8—NOTICES

Any notice pursuant to PG&E's tariffs may be given to the customer in writing. Written notice is effective when it is either: (1) presented to the customer, or (2) mailed, as defined in Rule 1, to the customer at the address where the customer is receiving service or at the mailing address provided by the customer. PG&E may also provide the customer with verbal notice in person or by telephone as provided herein.

Any notice pursuant to PG&E's tariffs from the customer or the customer's authorized agent may be given to PG&E by telephone or in person or in writing. Verbal notice is acceptable unless written notice is requested by PG&E or required by the tariffs.

A. NOTICES OF TERMINATION OF SERVICE FOR NONPAYMENT—RESIDENTIAL

Monthly bills for residential service are due and payable upon presentation and will be considered past due if payment is not received by PG&E within 19 days after the bill is transmitted by mail or through Electronic Presentment to the customer. Credit deposit requests are due and payable upon presentation and will be considered past due if payment is not received by PG&E within 11 days after the credit deposit request is mailed to the customer. Past due bills and credit deposit requests are subject to the following notices. If the past due amount on these notices is not paid, service may be terminated for nonpayment in accordance with Rule 11. (T)

1. 15-DAY NOTICE

When a bill for service or credit deposit request has become past due, PG&E will mail the customer a notice that service may be terminated for nonpayment in 15 days.

2. 24-HOUR and 48-HOUR NOTICES

When the past due balance on a 15-day notice is unpaid, PG&E will give notice of termination for nonpayment by mail at least 48 hours prior to terminating service. If the past due balance still remains unpaid, PG&E will make a reasonable attempt to contact an adult residing at the customer's residence either by telephone or in person at least 24 hours prior to terminating service.

(Continued)



RULE 8—NOTICES
(Continued)

A. NOTICES OF TERMINATION OF SERVICE FOR NONPAYMENT—RESIDENTIAL
(Cont'd.)

4. NOTICES TO OCCUPANTS OF MULTIFAMILY ACCOMMODATIONS FOR
TERMINATION OF SERVICE FOR NONPAYMENT (Cont'd.)

b. 15-DAY NOTICE (Cont'd.)

The notice will inform the tenants that they have the right to become the customer of PG&E without paying the past due bill, but credit must be established in accordance with Rule 6. It will further inform the tenants:

- 1) what the residential tenants must do to prevent termination or to reestablish service,
- 2) the estimated monthly cost of service,
- 3) the title, address and telephone number of a PG&E representative, and
- 4) the address and telephone number of a legal services project which has been recommended by the local county bar association.

B. NOTICES OF TERMINATION OF SERVICE FOR NONPAYMENT—
NONRESIDENTIAL

Monthly bills for nonresidential service are due and payable upon presentation and will be considered past due if payment is not received by PG&E within 15 days after the bill is transmitted by mail or through Electronic Presentment to the customer. Credit deposit requests are due and payable upon presentation and will be considered past due if payment is not received by PG&E within 11 days after the credit deposit request is mailed to the customer. Past due bills and credit deposit requests are subject to the following notices. If the past due amount on these notices is not paid, service may be terminated for nonpayment of the past due amount in accordance with Rule 11.

(T)

(Continued)



RULE 9—RENDERING AND PAYMENT OF BILLS

A. BILLS PREPARED AT REGULAR INTERVALS

Bills for electric service will be rendered at regular intervals. All bills will be based on meter registration, except as provided in C and G below, or as may otherwise be provided in PG&E's tariffs.

Meters will be read as nearly as possible at regular intervals. Except as otherwise stated the regular billing period will be once each month. Due to Sundays and Holidays it is not always possible to read meters on the same day of each month. Where the monthly period is less than 27 days or more than 33 days, a pro rata correction will be made in the bill based on the number of days in the period in question to the total days in an average month, which will be taken as 30 days. Where, however, daily equivalents are used in place of fixed monthly charges, there will be no pro rata correction. Instead, the calculation shall use the number of days in the billing period multiplied by the daily equivalent charge. Where daily baseline or medical quantities are used, the calculation shall use the number of days in the billing period multiplied by the daily equivalent kilowatthours (kWh).

Whenever PG&E's rates include an annual minimum, an annual service or an annual demand charge, said charge is to be payable in twelve (12) equal monthly installments throughout the year where service is not seasonal; where service is seasonal in nature, such as for agricultural, reclamation, wineries, etc., such charges shall be due and payable in equal monthly installments during the normal period of use, unless otherwise specified in PG&E's tariffs. Where such charges are based on the maximum demand during the year, the proportionate amount due and payable at the end of any month shall be based on the maximum demand which shall have occurred during the contract year up to that time.

B. PRO RATA CORRECTION

Except as provided in Section J below, opening and closing bills and monthly bills for electric service rendered for periods of less than 27 days or more than 33 days will be computed in accordance with the rate schedule applicable to that service, but (unless otherwise provided in this rule, or in the applicable rate schedule) the amount of energy blocks, demand blocks, etc., and the service charge, demand charge, or minimum charge will be prorated on the basis of the number of days in the period in question to the total number of days in an average month, as specified in Section A above. However, where daily equivalents are used, there will be no pro rata correction. Instead, the calculation shall use the number of days in the billing period multiplied by the daily equivalent charge.

(Continued)



RULE 9—RENDERING AND PAYMENT OF BILLS
(Continued)

B. PRO RATA CORRECTION (Cont'd.)

When one or more regularly scheduled meter readings have been missed, the proration factor for the next regularly scheduled meter reading shall be 1.000 times the number of monthly billing cycles in the period. When an interim bill based on a special reading for a period other than 27 to 33 days has been issued during the interval since the last regularly scheduled meter reading, the proration factor for the regularly scheduled bill shall be the factor derived above, less the proration factor applied to the interim bill. However, where daily equivalents are used, there will be no pro rata correction. Instead, the calculation shall use the number of days in the billing period by the daily equivalent charge.

C. ESTIMATED BILLS

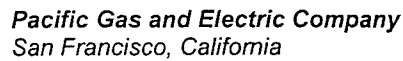
If, because of unusual conditions or for reasons beyond the meter reading entity's control, the customer's meter cannot be read on the scheduled reading date, or if for any reason accurate usage data are not available, PG&E will bill the customer for estimated consumption during the billing period. Estimated consumption for this purpose will be calculated considering the customer's prior usage, PG&E's experience with other customers of the same class in that area, and the general characteristics of the customer's operations.

D. READINGS OF SEPARATE METERS NOT COMBINED

For the purpose of making charges, each meter upon the customer's premises will be considered separately, and the readings of two or more meters will not be combined, except as follows:

1. Where combinations of meter readings are specifically provided for in rate schedules.
2. Where PG&E's operating convenience or necessity shall require the installation of two or more meters upon the customer's premises instead of one meter.

(Continued)



20969-E
20967-E



RULE 9—RENDERING AND PAYMENT OF BILLS
(Continued)

F. CLOSING BILL PAYABLE ON PRESENTATION

(L)

Removal bills, special bills, bills rendered on vacation of premises, or bills rendered to persons discontinuing the service, shall be paid on presentation. Bills for connection or reconnection of service and payments for deposits or to reinstate deposits as required under the rules of PG&E shall be paid before service will be connected or reconnected.

G. BALANCED PAYMENT PLAN

Single family residential customers who are billed by PG&E and wish to minimize variations in monthly bills, may elect to participate in the Balanced Payment Plan (BPP). This plan is detailed as follows:

1. A Customer can join the plan in any month of the year and the plan will extend through the following twelve months.
2. Participation is subject to approval by PG&E.
3. Meters will be read and billed at regular intervals.
4. Customers will be expected to pay the BPP amount shown due.
5. The BPP amount will be one-twelfth of the annual bill as estimated by PG&E, based on the customer's most recent twelve months historical usage, or, if that is not available, the usage pattern of comparable customers similarly situated.
6. BPP amounts will be reviewed three times a year or at other times due to a rate change, and adjusted if required to reduce the likelihood of a large imbalance between actual charges and BPP charges. Customers will be notified of any change in the BPP amount by bill message.
7. Participants will be removed from the plan if a bill containing a prior unpaid BPP amount becomes delinquent as defined in Rule 11.

(L)

(Continued)



RULE 9—RENDERING AND PAYMENT OF BILLS
(Continued)

(L)

H. RETURNED CHECK CHARGE

If a check, tendered in payment of amounts owing PG&E, is not honored by a bank and is returned to PG&E unpaid, PG&E will add to the customer's bill a charge of \$6.00 for processing each such returned check. Where service is subject to discontinuance under Rule 11, the returned check charge shall be included in the total amount due and payable.

I. FIELD COLLECTION CHARGE

PG&E may require payment of a Field Collection Charge of \$10.00 when an authorized PG&E representative makes a field call to a customer's premises to discontinue electric service in accordance with Rule 11 for nonpayment of a past due billing for service. PG&E may also require payment of the \$10.00 Field Collection Charge when an authorized PG&E representative makes a field call to discontinue electric service for nonpayment of a credit deposit that was requested in accordance with Rule 6.

Where service is discontinued under the provisions of Rule 11, the Field Collection Charge will be included in the total amount due and payable.

(L)

If, at the time the authorized PG&E representative makes the field call to the customer's premises, the customer makes payment in full or makes acceptable payment arrangements in order to avoid discontinuance of service, PG&E may still require payment of the \$10.00 Field Collection Charge.

(L)

(Continued)



RULE 9—RENDERING AND PAYMENT OF BILLS
(Continued)

(L)

J. RESIDENTIAL CHANGE OF PARTY

When a residential customer commences or terminates service in accordance with Rule 3 or 11, respectively, the energy use assigned to the customer for the purpose of calculating the opening or closing bill shall be determined by either: (1) using the recorded meter registration on the date requested by the customer that service commence or terminate, or (2) multiplying the average daily use during the billing period (as computed by dividing the total metered use by the number of days in the billing period) times the number of days the customer received service.

K. SUMMARY BILLING

Summary Billing is a special billing service PG&E provides whereby Customers with several individual nonresidential energy accounts can receive a single bill with summarized billing data for these accounts. A Summary Bill may be generated in lieu of the individual bills under the following conditions:

1. Only nonresidential Detail Accounts will be summarized under the Summary Billing Program.
2. A customer may be required to sign and must agree to the conditions in Standard Form M62-1491--Summary Billing Agreement in order to participate in the Summary Billing Program.
3. Five (5) Detail Accounts is the minimum that can be summarized under one Master Account, and five hundred (500) is the maximum number of Detail Accounts that can be summarized under one Master Account.
4. The Customer name on all of the Detail Accounts summarized under any one Master Account must be the same.

(Continued)



RULE 9—RENDERING AND PAYMENT OF BILLS
(Continued)

K SUMMARY BILLING (Cont'd.)

5. Each month's payment for the "TOTAL AMOUNT NOW DUE" must be one (1) payment in the form of a check, cashier's check, or money order drawn on a bank or other financial institution and payable to PG&E in U.S. currency.
6. PG&E reserves the right to remove the Customer from the Summary Billing Program if the Customer:
 - a) does not pay the "TOTAL AMOUNT NOW DUE," as shown on the Summary Bill, within fifteen (15) days of mailing on more than two (2) occasions within any twelve (12) consecutive months, or
 - b) has two (2) or more checks returned to PG&E unpaid by the bank or other financial institution within any twelve (12) consecutive months.

Any Customer terminated from the Summary Billing Program, must meet the conditions in the Summary Billing Agreement before reestablishing billing under the Summary Billing Program including an advance for PG&E's administrative costs of \$300 per Master Account.

7. If the correctness of a Summary Bill or any Detail Account is questioned or disputed by the Customer, the Customer must request an explanation from PG&E within ten (10) days of receiving the Summary Bill and pay the undisputed amount. If PG&E determines that the billing was incorrect, an adjustment will be applied to the next month's bill. If PG&E and the Customer fail to agree on the amount of a disputed bill, in lieu of paying the disputed amount to PG&E, the Customer may deposit the disputed amount of the bill with the CPUC, pending resolution of the dispute and disbursement of the deposit by the CPUC.

(Continued)



RULE 9—RENDERING AND PAYMENT OF BILLS
(Continued)

L. ELECTRONIC BILL PRESENTATION AND PAYMENT

(N)

At the mutual option of the Customer and PG&E, the Customer may elect to receive, view, and pay regular bills for service electronically and to no longer receive paper bills and legal and mandated notices. Customers requesting this option may be required to complete additional forms and agreements. Legal and mandated notices shall be included with PG&E's electronic transmittal; except, however, all notices of termination of service for nonpayment shall be delivered by U.S. Mail. Either party may discontinue Electronic Billing upon 30 days prescribed notice.

Customers choosing to use an alternative payment method, such as a bill aggregator or financial institution, may be charged a fee by the third party. All complaints regarding alternative payment methods shall be directed to PG&E.

M. PRIVACY OF CUSTOMER INFORMATION

To preserve customer privacy, PG&E will not release confidential information, including financial information, to a third party without the customer's electronic signature or written consent.

(N)

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Regulatory Relations

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**PG&E Gas and Electric Advice
Filing List
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ABAG Power Pool
Accent Energy
Aglet Consumer Alliance
Agnews Developmental Center
Ahmed, Ali
Alcantar & Elsesser
Anderson Donovan & Poole P.C.
Applied Power Technologies
APS Energy Services Co Inc
Arter & Hadden LLP
Avista Corp
Barkovich & Yap, Inc.
BART
Bartle Wells Associates
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Bohannon Development Co
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Braun & Associates
C & H Sugar Co.
CA Bldg Industry Association
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California Farm Bureau Federation
California Gas Acquisition Svcs
California ISO
Calpine
Calpine Corp
Calpine Gilroy Cogen
Cambridge Energy Research Assoc
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Cellnet Data Systems
Chevron Texaco
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Childress, David A.
City of Glendale
City of Healdsburg
City of Palo Alto
City of Redding
CLECA Law Office
Constellation New Energy
CPUC
Creative Technology
Cross Border Inc
Crossborder Inc
CSC Energy Services
Davis, Wright Tremaine LLP
Davis, Wright, Tremaine, LLP
Defense Fuel Support Center
Department of the Army
Department of Water & Power City

Dept of the Air Force
DGS Natural Gas Services
DMM Customer Services
Downey, Brand, Seymour & Rohwer
Duke Energy
Duke Energy North America
Duncan, Virgil E.
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Dynegy Inc.
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Silicon Valley Power
Simpson Paper Company
Smurfit Stone Container Corp
Southern California Edison
SPURR
St. Paul Assoc
Stanford University
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Tabors Caramanis & Associates
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Transwestern Pipeline Co
Turlock Irrigation District
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