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Regulation and Rates

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August 18, 2011

Advice 3841-E-C

(Pacific Gas and Electric Company ID U 39 E)

Public Utilities Commission of the State of California

Subject: Supplemental Filing: Revisions to PG&E's Community Choice Aggregation and Direct Access Tariffs to Facilitate the Exchange of Customer Information Between Community Choice Aggregators (CCAs) and Pacific Gas and Electric Company (PG&E)

Pacific Gas and Electric ("PG&E") hereby submits for filing revisions to its electric tariffs. The affected tariff sheets are listed on the enclosed Attachment 1.

Purpose

This advice filing seeks an order from the California Public Utilities Commission ("CPUC" or "Commission") requiring PG&E to revise Electric Schedule E-CCAINFO and Community Choice Aggregator ("CCA") Non-Disclosure Agreement ("NDA") (Form 79-1031).

Revisions to E-CCAINFO include amending the "Special Conditions" section of the rate schedule to include the disclosure of additional customer-specific information to Community Choice Aggregators under the types of information PG&E will release as described under Item 16 of the tariff. Revisions to Form 79-1031, the CCA NDA, include amending the language to broaden the NDA to cover the additional customer-specific information disclosed to Community Choice Aggregators under the revised E-CCAINFO tariff.

This advice filing cancels and supersedes Advice 3841-E-B in its entirety.

Background

PG&E has been involved in ongoing discussions with the only Community Choice Aggregator in its service territory, Marin Clean Energy ("MCE"), regarding various operational issues, including MCE's request for additional customer-specific information not specified in the existing tariffs. To better facilitate these processes, PG&E is proposing that the Commission order changes to the tariffs as discussed above.

Because current tariffs, CPUC decisions and resolutions, the Public Utilities Code, and other customer privacy and CCA laws and regulations have not expressly authorized the sharing of this additional customer-specific personal financial status, medical status, and billing information with CCAs, MCE has been precluded from obtaining this information unless it first obtained the affirmative, written consent of individual customers.¹ For these reasons, PG&E hereby requests that the Commission order the changes in the CCA tariffs necessary to authorize it to disclose customer-specific information to CCAs without the need to obtain the affirmative, written consent of customers to do so, per the Public Utilities Code Section 8380, PG&E Electric Rule 9.M and CPUC Decision (“D.”) 90-12-121, and D.06-12-029, Affiliate Transaction Rule IV.A. The information that would be provided includes not only historical billing and usage information prior to the implementation of a CCA program, but also current and historical billing, usage and other customer-specific information relating not only to the CCA’s services to its CCA customers, but also such information relating to historical and continuing non-CCA services provided to such CCA customers by electric utilities and other electric service providers.

Tariff Revisions

PG&E proposes the following tariff revisions:

1) Electric Schedule E-CCAINFO – Information Release to Community Choice Providers:

a) Under “Rates”, Item 16 was amended to read:

16. Customer-specific information from the current billing periods as well as prior 12 months consisting of the following billing information: service agreement number, name on agreement, service address with zip code, mailing address with zip code, monthly kWh usage, monthly maximum demand where available, Baseline Zone, CARE participation, End Use Code (Heat Source), Service Voltage, Medical Baseline, Meter Cycle, Bill Cycle, Balanced Payment Plan and other plans, HP Load and Number of Units and monthly rate schedule for all accounts within the CCA’s territory, per request. In addition, PG&E will provide the CCA the following additional information regarding customers currently enrolled in its CCA service: current and historical billing information for non-CCA services provided by PG&E or other electric service providers (provided on a cd rom/ziped file)

Per request.....\$920.00

2) Community Choice Aggregator Non-Disclosure Agreement (Sample Electric Form No. 79-1031) was revised as follows::

a) The second paragraph was revised to read:

¹ See Public Utilities Code Section 8380; PG&E Electric Rule 9.M; CPUC D.90-12-121; D.97-05-040; see also Proposed Decision on Customer Privacy and Security, R.08-12-009, July 14, 2011.

The CPUC has determined that CCA may obtain specified confidential customer information from Utility pursuant to Tariff Schedules E-CCAINFO-Information (as modified hereafter from time to time) ("E-CCAINFO") as a community choice aggregator, as defined by PU Code Section 331.1, solely in order to investigate, pursue or implement community choice aggregation pursuant to PU Code Section 366.2, et seq. The provisions of this Agreement and E-CCAINFO govern the disclosure of Utility's confidential customer information to CCA ("Disclosure Provisions") under Schedules E-CCAINFO and E-CCA.

b) The paragraph numbered "2." was revised to read:

The confidential and proprietary information disclosed to CCA in connection herewith may include, without limitation, the following billing information about Utility Customers: Customer-specific information from the current billing periods as well as prior 12 months consisting of: service agreement number, name on agreement, service address with zip code, mailing address with zip code, monthly kWh usage, monthly maximum demand where available, Baseline Zone, CARE participation, End Use Code (Heat Source) Service Voltage, Medical Baseline, Meter Cycle, Bill Cycle, Balanced Payment Plan and other plans, HP Load and Number of Units and monthly rate schedule for all accounts within the CCA's territory. In addition, PG&E will provide the CCA the following additional information regarding customers currently enrolled in its CCA service: current and historical billing information for non-CCA services provided by PG&E or other electric service providers (collectively, "Confidential Information"). Confidential Information shall also include specifically any copies, drafts, revisions, analyses, summaries, extracts, memoranda, reports and other materials prepared by CCA or its representatives that are derived from or based on Confidential Information disclosed by Utility, regardless of the form of media in which it is prepared, recorded or retained.

This filing will not affect any other rates or charges, cause the withdrawal of service, or conflict with any other rate schedule or rule.

Protests

General Order 96-B, Section 7.5.1, states in part that "the filing of a supplement, or of additional information at the request of the reviewing Industry Division, does not automatically continue or reopen the protest period or delay the effective date of the letter."

Effective Date

PG&E requests that this advice filing become effective upon Commission approval and is being submitted with a **Tier 3** designation.

Notice

In accordance with General Order 96-B, Section IV, a copy of this advice letter is being sent electronically and via U.S. mail to parties shown on the attached list and the service list for R.03-10-003. Address changes to the General Order 96-B service list and all electronic approvals should be directed to e-mail PGETariffs@pge.com. For changes to any other service list, please contact the Commission's Process Office at (415) 703-2021 or at Process_Office@cpuc.ca.gov. Advice letter filings can also be accessed electronically at: <http://www.pge.com/tariffs>.

A handwritten signature in black ink that reads "Brian Cherry" followed by a stylized flourish or initials.

Vice President - Regulation and Rates

cc: Service List R.03-10-003

Attachments

CALIFORNIA PUBLIC UTILITIES COMMISSION

ADVICE LETTER FILING SUMMARY ENERGY UTILITY

MUST BE COMPLETED BY UTILITY (Attach additional pages as needed)

Company name/CPUC Utility No. **Pacific Gas and Electric Company (ID U39 M)**

Utility type:

ELC GAS
 PLC HEAT WATER

Contact Person: Linda Tom-Martinez

Phone #: (415) 973-4612

E-mail: lmt1@pge.com

EXPLANATION OF UTILITY TYPE

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

(Date Filed/ Received Stamp by CPUC)

Advice Letter (AL) #: **3841-E-C**

Tier: **3**

Subject of AL: **Supplemental Filing: Revisions to PG&E's Community Choice Aggregation and Direct Access Tariffs to Facilitate the Exchange of Customer Information Between Community Choice Aggregators (CCAs) and Pacific Gas and Electric Company (PG&E)**

Keywords (choose from CPUC listing): Direct Access, Forms

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

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

Does AL replace a withdrawn or rejected AL? If so, identify the prior AL: No

Summarize differences between the AL and the prior withdrawn or rejected AL¹: _____

Is AL requesting confidential treatment? If so, what information is the utility seeking confidential treatment for:

Confidential information will be made available to those who have executed a nondisclosure agreement: Yes No

Name(s) and contact information of the person(s) who will provide the nondisclosure agreement and access to the confidential information: _____

Resolution Required? Yes No

Requested effective date: **Upon Commission Approval**

No. of tariff sheets: 5

Estimated system annual revenue effect (%): N/A

Estimated system average rate effect (%): N/A

When rates are affected by AL, include attachment in AL showing average rate effects on customer classes (residential, small commercial, large C/I, agricultural, lighting).

Tariff schedules affected: Electric Rate Schedule E-CCAINFO, Electric Form 79-1031

Service affected and changes proposed¹: N/A

Pending advice letters that revise the same tariff sheets: 3841-E-B

Protests, dispositions, and all other correspondence regarding this AL are due no later than 20 days after the date of this filing, unless otherwise authorized by the Commission, and shall be sent to:

CPUC, Energy Division
Tariff Files, Room 4005
DMS Branch
505 Van Ness Ave.,
San Francisco, CA 94102
jnj@cpuc.ca.gov and mas@cpuc.ca.gov

Pacific Gas and Electric Company
Attn: Brian Cherry
Vice President, Regulation and Rates
77 Beale Street, Mail Code B10C
P.O. Box 770000
San Francisco, CA 94177
E-mail: PGETariffs@pge.com

**ATTACHMENT 1
Advice 3841-E-C**

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

Title of Sheet

**Cancelling Cal
P.U.C. Sheet No.**

30316-E	ELECTRIC SCHEDULE E-CCAINFO INFORMATION RELEASE TO COMMUNITY CHOICE PROVIDERS Sheet 2	25519-E
30317-E	Electric Sample Form No. 79-1031 Community Choice Aggregator Non-Disclosure Agreement	25582-E
30318-E	ELECTRIC TABLE OF CONTENTS Sheet 1	30313-E
30319-E	ELECTRIC TABLE OF CONTENTS RATE SCHEDULES Sheet 8	29896-E
30320-E	ELECTRIC TABLE OF CONTENTS SAMPLE FORMS Sheet 30	30099-E



ELECTRIC SCHEDULE E-CCAINFO
 INFORMATION RELEASE TO COMMUNITY CHOICE PROVIDERS

Sheet 2

RATES:
 (Cont'd.)

- | | | | |
|-----|---|------------------------------------|---|
| 10. | Mapping of customer rate schedule to rate class | No charge | |
| 11. | Estimated annual generation revenues by CCA territory
Per request | \$207.00 | |
| 12. | Estimation of peak coincident and non-coincident demands
..... | Items 1 and 3 provided to customer | |
| 13. | Fitting CCA annual usage to climate band load shapes;
estimation of peak coincident and non-coincident demands
Per request | \$696.00 | |
| 14. | Total annual kWh loads of bundled and direct access
customers on a monthly basis and secondly on a rate
schedule basis within the CCA's territory
Per request | \$920.00 | |
| 15. | Aggregated residential annual kWh usage for a particular year
in a format by tier for each rate schedule

For the TOU rates, provide further separation by
summer/winter peak, partial peak, and off peak periods and
summer/winter period
Per request | \$920.00 | |
| 16. | Customer-specific information from the current billing periods as well as
prior 12 months consisting of the following billing information: service
agreement number, name on agreement, service address with zip code,
mailing address with zip code, monthly kWh usage, monthly maximum
demand where available, Baseline Zone, CARE participation, End Use
Code (Heat Source), Service Voltage, Medical Baseline, Meter Cycle, Bill
Cycle, Balanced Payment Plan and other plans, HP Load and Number of
Units and monthly rate schedule for all accounts within the CCA's territory,
per request. In addition, PG&E will provide the CCA the following
additional information regarding customers currently enrolled in its CCA
service: current and historical billing information for non-CCA services
provided by PG&E or other service providers (provided on a cd rom/zipped
file)
Per request | \$920.00 | (N)
(N)

(N)

(N) |
| 17. | Customer-specific information consisting of: service
agreement number, monthly interval meter data where
available, and rate schedule for all accounts within the CCA's
territory, per request (provided on a cd rom/zipped file)
Per request | \$920.00 | |

(Continued)



Electric Sample Form No. 79-1031
Community Choice Aggregator Non-Disclosure Agreement

**Please Refer to Attached
Sample Form**

COMMUNITY CHOICE AGGREGATOR

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (“Agreement”) is entered into by and between Pacific Gas and Electric Company (“Utility”) and

_____ [name]

_____, a _____ [describe political

entity] _____ (“CCA”) as of _____

(“Effective Date”). This Agreement is executed pursuant to California Public Utilities Commission (“CPUC”) Order Instituted Rulemaking (“OIR”) 03-10-003, California Public Utilities Code (“PU Code”) Section 366.2 et seq., and applicable Utility tariffs (as modified hereafter from time to time). As used herein Utility and CCA may each be referred to individually as a “Party” and collectively as “Parties.”

The CPUC has determined that CCA may obtain specified confidential customer information from Utility pursuant to Tariff Schedules E-CCAINFO-Information (as modified hereafter from time to time) (“E-CCAINFO”) as a community choice aggregator, as defined by PU Code Section 331.1, solely in order to investigate, pursue or implement community choice aggregation pursuant to PU Code Section 366.2, et seq. The provisions of this Agreement and E-CCAINFO govern the disclosure of Utility’s confidential customer information to CCA (“Disclosure Provisions”) under Schedules E-CCAINFO and E-CCA.

The Parties hereby mutually agree that:

1. Subject to the terms and conditions of this Agreement, current proprietary and confidential information of Utility regarding customers of Utility (“Utility Customers”) may be disclosed to CCA from time to time in connection herewith as provided by the Disclosure Provisions and solely for the purpose of investigating, pursuing or implementing community choice aggregation pursuant to PU Code Section 366.2, et seq. as a community choice aggregator. Such disclosure is subject to the following legal continuing representations and warranties by CCA:

(a) CCA represents and warrants that, pursuant to PU Code Section 331.1,

- (1) it is either (i) a city or county whose governing board has elected to combine the loads of its residents, businesses, and municipal facilities in a community wide electricity buyers program or (ii) a city or county that intends to actively investigate or pursue delivery of electric service to customers located within the geographic territory of the CCA, and

- (2) that to investigate, pursue or implement community choice aggregation under PU Code Section 366.2 et seq., it requires certain Confidential Information, as defined in Section 2, below;
- (b) CCA represents and warrants that it has all necessary authority to enter into this Agreement, and that it is a binding enforceable Agreement according to its terms;
- (c) CCA represents and warrants that the authorized representative(s) executing this Agreement is authorized to execute this Agreement on behalf of the CCA; and
- (d) CCA confirms its understanding that the information of Utility Customers is of a highly sensitive confidential and proprietary nature, and that such information will be used as contemplated under the Disclosure Provisions solely for the purposes of investigating, pursuing or implementing Community Choice Aggregation under PU Code Section 366.2 as a community choice aggregator and that any other use of the information may permit Utility to suspend providing further information hereunder.
2. The confidential and proprietary information disclosed to CCA in connection herewith may include, without limitation, the following billing information about Utility Customers: Customer-specific information from the current billing periods as well as prior 12 months consisting of: service agreement number, name on agreement, service address with zip code, mailing address with zip code, monthly kWh usage, monthly maximum demand where available, Baseline Zone, CARE participation, End Use Code (Heat Source) Service Voltage, Medical Baseline, Meter Cycle, Bill Cycle, Balanced Payment Plan and other plans, HP Load and Number of Units and monthly rate schedule for all accounts within the CCA's territory. In addition, PG&E will provide the CCA the following additional information regarding customers currently enrolled in its CCA service: current and historical billing information for non-CCA services provided by PG&E or other electric service providers (collectively, "Confidential Information"). Confidential Information shall also include specifically any copies, drafts, revisions, analyses, summaries, extracts, memoranda, reports and other materials prepared by CCA or its representatives that are derived from or based on Confidential Information disclosed by Utility, regardless of the form of media in which it is prepared, recorded or retained.
3. Except for electric usage information provided to CCA pursuant to this Agreement, Confidential Information does not include information that CCA proves (a) was properly in the possession of CCA at the time of disclosure; (b) is or becomes publicly known through no fault of CCA, its employees or

representatives; or (c) was independently developed by CCA, its employees or representatives without access to any Confidential Information.

4. From the Effective Date, no portion of the Confidential Information may be disclosed, disseminated or appropriated by CCA, or used for any purpose other than to investigate, pursue or implement community choice aggregation under PU Code Section 366.2 et seq. as a community choice aggregator as permitted under this Agreement and the Disclosure Provisions.
5. CCA shall, at all times and in perpetuity, keep the Confidential Information in the strictest confidence and shall take all reasonable measures to prevent unauthorized or improper disclosure or use of Confidential Information. Specifically, CCA shall restrict access to Confidential Information, and to materials prepared in connection therewith, to those employees or representatives of CCA who have a “need to know” such Confidential Information in the course of their duties with respect to the CCA program and who agree to be bound by the nondisclosure and confidentiality obligations of this Agreement, provided, however, that, an Energy Service Provider, agent, or any other entity, including entities that provide both direct access (as codified in Assembly Bill No. 1890, Stats. 1996, ch. 854) and community choice aggregation services shall limit their utilization of the information provided to the purposes for which it has been provided and shall not utilize such information, directly or indirectly, in providing other services, including but not limited to Direct Access services, in order to effectuate the obligations of this Agreement. Prior to disclosing any Confidential Information to its employees or representatives, CCA shall require such employees or representatives to whom Confidential Information is to be disclosed to review this Agreement and to agree in writing to be bound by the terms of this Agreement by signing the “Non-Disclosure Agreement for CCA Employees or Representatives” form attached as Exhibit A hereto. CCA shall provide Utility with copies of the signed Exhibit A forms at Utility request. CCA shall also provide Utility with a list of the names, titles, and addresses for all persons or entities to which Confidential Information is disclosed in connection herewith (“Disclosure List”). This Disclosure List shall be updated by CCA on a regular basis, and will be provided to Utility once each quarter at a minimum.
6. CCA shall be liable for the actions of, or any disclosure or use by, its employees or representatives contrary to this Agreement; however, such liability shall not limit or prevent any actions by Utility directly against such employees or representatives for improper disclosure and/or use. In no event shall CCA or its employees or representatives take any actions related to Confidential Information that are inconsistent with holding Confidential Information in strict confidence. CCA shall immediately notify Utility in writing if it becomes aware of the possibility of any misuse or misappropriation of the Confidential Information by CCA or any of its



employees or representatives. However, nothing in this Agreement shall obligate the Utility to monitor or enforce the CCA's compliance with the terms of this Agreement.

7. CCA acknowledges that disclosure or misappropriation of any Confidential Information could cause irreparable harm to Utility and/or Utility Customers, the amount of which may be difficult to assess. Accordingly, CCA hereby confirms that the Utility shall be entitled to apply to a court of competent jurisdiction or the CPUC for an injunction, specific performance or such other relief (without posting bond) as may be appropriate in the event of improper disclosure or misuse of its Confidential Information by CCA or its employees or representatives. Such right shall, however, be construed to be in addition to any other remedies available to the Utility, in law or equity.
8. In addition to all other remedies, CCA shall indemnify and hold harmless Utility, its affiliates, subsidiaries, parent company, officers, employees, or agents from and against and claims, actions, suits, liabilities, damages, losses, expenses and costs (including reasonable attorneys' fees, costs and disbursements) attributable to actions or non-actions of CCA and/or its employees and/or its representatives in connection with the use or disclosure of Confidential Information.
9. If, at any time, CCA ceases its investigation, pursuit or implementation of community choice aggregation pursuant to PU Code Section 366.2 et seq., CCA shall promptly return or destroy (with written notice to Utility itemizing the materials destroyed) all Confidential Information then in its possession at the request of Utility. Notwithstanding the foregoing, the nondisclosure obligations of this Agreement shall survive any termination of this Agreement.
10. This Agreement shall be binding on and inure to the benefit of the successors and permitted assigns of the Parties hereto. This Agreement shall not be assigned, however, without the prior written consent of the non-assigning Party, which consent may be withheld due to the confidential nature of the information, data and materials covered.
11. This Agreement sets forth the entire understanding of the Parties with respect to the subject matter hereof, and supersedes all prior discussions, negotiations, understandings, communications, correspondence and representations, whether oral or written. This Agreement shall not be amended, modified or waived except by an instrument in writing, signed by both Parties, and, specifically, shall not be modified or waived by course of performance, course of dealing or usage of trade. Any waiver of a right under this Agreement shall be in writing, but no such writing shall be deemed a subsequent waiver of that right, or any other right or remedy.



- 12. This Agreement shall be interpreted and enforced in accordance with the laws of the State of California, without reference to its principles on conflicts of laws.
- 13. This Agreement shall, at all times, be subject to such changes or modifications by the CPUC as it may from time to time direct in the exercise of its jurisdiction.

IN WITNESS WHEREOF, the authorized representatives of the Parties have executed this Agreement as of the Effective Date.

PACIFIC GAS AND ELECTRIC COMPANY

BY: _____
TITLE: _____

CCA NAME _____

BY: _____
TITLE: _____

**EXHIBIT A
NON-DISCLOSURE AGREEMENT
FOR CCA EMPLOYEES OR REPRESENTATIVES**

I, _____, declare under penalty of perjury that

(1) I am employed as _____ (title) at _____
_____ (employer and address); and

(2) I have personally reviewed the attached **COMMUNITY CHOICE AGGREGATOR
NON-DISCLOSURE AGREEMENT** relating to disclosure and use of Confidential
Information (as defined therein) and I agree to be bound by its provisions.

Signed: _____

Print Name: _____

Dated: _____



ELECTRIC TABLE OF CONTENTS

Sheet 1

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RATE SCHEDULES

Sheet 8

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SAMPLE FORMS

Sheet 30

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**PG&E Gas and Electric
Advice Filing List
General Order 96-B, Section IV**

AT&T	Dept of General Services	Northern California Power Association
Alcantar & Kahl LLP	Douglass & Liddell	Occidental Energy Marketing, Inc.
Ameresco	Downey & Brand	OnGrid Solar
Anderson & Poole	Duke Energy	Praxair
Arizona Public Service Company	Economic Sciences Corporation	R. W. Beck & Associates
BART	Ellison Schneider & Harris LLP	RCS, Inc.
Barkovich & Yap, Inc.	Foster Farms	Recurrent Energy
Bartle Wells Associates	G. A. Krause & Assoc.	SCD Energy Solutions
Bloomberg	GLJ Publications	SCE
Bloomberg New Energy Finance	GenOn Energy, Inc.	SMUD
Boston Properties	Goodin, MacBride, Squeri, Schlotz & Ritchie	SPURR
Braun Blasing McLaughlin, P.C.	Green Power Institute	San Francisco Public Utilities Commission
Brookfield Renewable Power	Hanna & Morton	Seattle City Light
CA Bldg Industry Association	Hitachi	Sempra Utilities
CLECA Law Office	In House Energy	Sierra Pacific Power Company
CSC Energy Services	International Power Technology	Silicon Valley Power
California Cotton Ginners & Growers Assn	Intestate Gas Services, Inc.	Silo Energy LLC
California Energy Commission	Lawrence Berkeley National Lab	Southern California Edison Company
California League of Food Processors	Los Angeles Dept of Water & Power	Spark Energy, L.P.
California Public Utilities Commission	Luce, Forward, Hamilton & Scripps LLP	Sun Light & Power
Calpine	MAC Lighting Consulting	Sunshine Design
Cardinal Cogen	MBMC, Inc.	Sutherland, Asbill & Brennan
Casner, Steve	MRW & Associates	Tabors Caramanis & Associates
Chris, King	Manatt Phelps Phillips	Tecogen, Inc.
City of Palo Alto	McKenzie & Associates	Tiger Natural Gas, Inc.
City of Palo Alto Utilities	Merced Irrigation District	TransCanada
City of San Jose	Modesto Irrigation District	Turlock Irrigation District
Clean Energy Fuels	Morgan Stanley	United Cogen
Coast Economic Consulting	Morrison & Foerster	Utility Cost Management
Commercial Energy	NLine Energy, Inc.	Utility Specialists
Consumer Federation of California	NRG West	Verizon
Crossborder Energy	NaturEner	Wellhead Electric Company
Davis Wright Tremaine LLP	Navigant Consulting	Western Manufactured Housing Communities Association (WMA)
Day Carter Murphy	Norris & Wong Associates	eMeter Corporation
Defense Energy Support Center	North America Power Partners	
Department of Water Resources	North Coast SolarResources	