



Brian K. Cherry
Vice President
Regulation and Rates

Pacific Gas and Electric Company
77 Beale St., Mail Code B10C
P.O. Box 770000
San Francisco, CA 94177

Fax: 415.973.6520

May 2, 2011

Advice 3841-E

(Pacific Gas and Electric Company ID U 39 E)

Public Utilities Commission of the State of California

Subject: 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 California Public Utilities Commission ("CPUC" or "Commission") approval and authorization 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 18 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.

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 changes to the tariffs as discussed above.

Because the current tariffs and current customer privacy laws and regulations have not expressly authorized the sharing of this additional customer-specific financial and billing information with MCE, MCE has been precluded from obtaining this information unless it first obtained the consent of individual customers.¹ For these reasons, PG&E hereby requests that the Commission approve the changes in the CCA tariffs necessary to authorize it to disclose customer-specific information to CCAs such as MCE without the need to obtain the consent of customers to do so pursuant to Public Utilities Code Section 8380, PG&E Electric Rule 9.M and CPUC Decision (“D.”) 90-12-121.

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 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, and monthly rate schedule for all accounts within the CCA’s territory, per request (provided on a cd rom/zipped file)*

Per request.....\$920.00

b) Under “Rates”, Item 18 was added to read:

18. *A list of customers with a standard set of additional data elements not otherwise listed above, including Baseline Zone, CARE participation, End Use Code (Heat Source), Service Voltage, Medical Baseline, Meter Cycle, Bill Cycle, Balanced Payment Plan and other payment plans, HP Load and Number of Units.*

Per initial request..... \$2,390.00

Per subsequent 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.

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.

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

Anyone wishing to protest this filing may do so by letter sent via U.S. mail, by facsimile or electronically, any of which must be received no later than **May 23, 2011**, which is 21 days after the date of this filing.² Protests should be mailed to:

CPUC Energy Division
Tariff Files, Room 4005
DMS Branch
505 Van Ness Avenue
San Francisco, California 94102

Facsimile: (415) 703-2200
E-mail: jnj@cpuc.ca.gov and mas@cpuc.ca.gov

Copies of protests also should be mailed to the attention of the Director, Energy Division, Room 4004, at the address shown above.

The protest also should be sent via U.S. mail (and by facsimile and electronically, if possible) to PG&E at the address shown below on the same date it is mailed or delivered to the Commission:

² Because the protest period ends on a weekend, PG&E is therefore moving the end of the protest period to the following business day.

Brian K. Cherry
Vice President, Regulations and Rates
Pacific Gas and Electric Company
77 Beale Street, Mail Code B10C
P.O. Box 770000
San Francisco, California 94177

Facsimile: (415) 973-6520
E-mail: PGETariffs@pge.com

Effective Date

PG&E requests that this advice filing become effective on **June 1, 2011**. This advice letter is submitted with a Tier 2 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>.



Vice President - Regulation and Rates

cc: Service list for 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**

Tier: 2

Subject of AL: 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: **June 1, 2011**

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: N/A

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**

**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 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, and monthly rate schedule for all accounts within the CCA's territory, per
 request (provided on a cd rom/zipped file) \$920.00 (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) \$920.00
- 18. A list of customers with a standard set of additional data elements
 not otherwise listed above, including 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. (N)
 Per request..... \$2,390.00
 Per subsequent request..... \$920.00 (N)

(Continued)



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

**Please Refer to Attached
Sample Form**

Advice Letter No: 3841-E
Decision No.

Issued by
Brian K. Cherry
Vice President
Regulation and Rates

Date Filed May 2, 2011
Effective _____
Resolution No. _____

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 information about Utility Customers: (a) names; (b) addresses; (c) meter and other identification numbers; (d) account numbers; (e) telephone numbers; (f) electricity usage; and (g) other similar information specific to Utility Customers individually or in the aggregate (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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| | Preliminary Statements | 30068,29900,29901,30078,29903,29949,29905-E | |
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|-----------------------|---|--|
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Advice Letter No: 3841-E
 Decision No.

Issued by
Brian K. Cherry
 Vice President
 Regulation and Rates

Date Filed May 2, 2011
 Effective _____
 Resolution No. _____



ELECTRIC TABLE OF CONTENTS
SAMPLE FORMS

Sheet 30

| FORM | TITLE OF SHEET | CAL P.U.C. SHEET NO. |
|-------------------------------|--|-----------------------------|
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(Continued)

**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 | Dutcher, John | R. W. Beck & Associates |
| BART | Economic Sciences Corporation | RCS, Inc. |
| Barkovich & Yap, Inc. | Ellison Schneider & Harris LLP | Recurrent Energy |
| Bartle Wells Associates | Foster Farms | SCD Energy Solutions |
| Bloomberg | G. A. Krause & Assoc. | SCE |
| Bloomberg New Energy Finance | GLJ Publications | SMUD |
| Boston Properties | GenOn Energy, Inc. | SPURR |
| | Goodin, MacBride, Squeri, Schlotz & Ritchie | San Francisco Public Utilities Commission |
| Braun Blaising McLaughlin, P.C. | Green Power Institute | Santa Fe Jets |
| 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 |
| Clean Energy Fuels | Modesto Irrigation District | Turlock Irrigation District |
| Coast Economic Consulting | Morgan Stanley | United Cogen |
| Commercial Energy | Morrison & Foerster | Utility Cost Management |
| Consumer Federation of California | NLine Energy, Inc. | Utility Specialists |
| Crossborder Energy | NRG West | Verizon |
| Davis Wright Tremaine LLP | Navigant Consulting | Wellhead Electric Company |
| Day Carter Murphy | Norris & Wong Associates | Western Manufactured Housing Communities Association (WMA) |
| | | eMeter Corporation |
| Defense Energy Support Center | North America Power Partners | |
| Department of Water Resources | North Coast SolarResources | |