



Brian K. Cherry
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Regulation and Rates

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Fax: 415-973-6520

March 5, 2012

Advice 4009-E

(Pacific Gas and Electric Company ID U 39 E)

Public Utilities Commission of the State of California

Subject: Revisions to Electric Rate Schedule E - CCAINFO, Information Release to Community Choice Providers, Electric Form 79-1030 - Declaration by Mayor or Chief County Administrator Regarding Investigation Pursuit or Implementation of Community Choice Aggregation, and Electric Form 79-1031 - Community Choice Aggregator Non-Disclosure Agreement.

Pacific Gas and Electric Company ("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 revises PG&E's Schedule E - CCAINFO, Information Release to Community Choice Providers, pursuant to the February 2, 2012 letter from the California Public Utilities Commission (Commission) Energy Division Director directing PG&E, Southern California Edison Company and San Diego Gas & Electric Company (SDG&E) to submit modified community choice aggregation (CCA) information tariffs to comply with Public Utilities (P.U.) Code Section 366.2(c)(9), which was amended by Senate Bill (SB) 790.*

Background

In his February 2, 2012 letter, the Energy Division Director states that SB 790, signed into law on October 8, 2011, amended certain P.U. Code sections pertaining to CCA, including Section 366.2, subsection (c)(9), which provides (in relevant part):

* All references to code sections refer to the P.U. Code unless otherwise stated.

All electrical corporations shall cooperate fully with any community choice aggregators that investigate, pursue, or implement community choice aggregation programs. Cooperation shall include providing the entities with appropriate billing and electrical load data, including, but not limited to, electrical consumption data as defined in Section 8380 and other data detailing electricity needs and patterns of usage, as determined by the commission, and in accordance with procedures established by the commission. . . . The commission shall determine the terms and conditions under which the electrical corporation provides services to community choice aggregators and retail customers. (emphasis added).

SB 790 also expanded the definition of a community choice aggregator in Section 331.1 to include the Kings River Conservation District, the Sonoma County Water Agency, and any California public agency possessing statutory authority to generate and deliver electricity at retail within its designated jurisdiction, provided certain statutory requirements regarding CCA program formation are satisfied.

Accordingly, the Energy Division Director's letter instructed the three utilities to file a Tier 2 advice letter proposing changes to their respective CCA information tariffs to enable CCAs as defined in Section 331.1 to access appropriate billing and electrical load data pursuant to Section 366.2(c)(9), including electrical consumption data as defined in Section 8380.

Section 8380 defines "electrical consumption data" as "data about a customer's electrical . . . usage that is made available as part of an advanced metering infrastructure, and includes the name, account number, or residence of the customer." In other words, electric consumption data under Section 8380 is customer-specific interval usage data along with the customer's name, account number or address.

PG&E's Schedule E-CCAINFO already allows CCAs to access electrical consumption data as defined in Section 8380. Large non-residential customers are served with a conventional interval data meter reading system that measures consumption data in 15 minute intervals. With the deployment of the PG&E SmartMeter system, CCAs will ultimately be able to access electrical consumption data as defined in Section 8380 on all PG&E residential and small non-residential customers (under 200 kW in demand), subject to opt out rights that have been adopted by the Commission and may be exercised by eligible customers.

Gaining access to electrical consumption data as defined in Section 8380 requires no changes to PG&E's Schedule E-CCAINFO. The Commission has already adopted appropriate procedures in the CCA information tariff to

provide a CCA with appropriate billing and electrical load data, including electrical consumption data as defined in Section 8380.

Specifically, PG&E's Schedule E-CCAINFO provides several options for accessing electrical consumption data as defined in Section 8380. In Items 16 and 17, a CCA may receive customer-specific consumption data pursuant to Special Condition 4, which requires the CCA to sign the Community Choice Aggregator Non-Disclosure Agreement (Form 79-1031) and the Declaration by Mayor or Chief County Administrator Regarding Investigation Pursuit or Implementation of Community Choice Aggregation (Form 79-1030). Nothing in SB 790 modifies this appropriate limitation on access to customer-specific residential consumption data.[†]

PG&E also allows the CCA to request customer-specific consumption data with customer consent using Form 79-1095, Authorization to Receive Customer Information or Act Upon a Customer's Behalf.

Accordingly, PG&E's proposed modifications to Schedule E-CCAINFO and Forms 79-1030 and 79-1031 are limited to complying with the expanded definition of a CCA in Section 331.1.

Tariff Revisions

Pursuant to SB 790, PG&E proposes the following tariff revisions:

- 1) Electric Schedule E-CCAINFO -- *Information Release To Community Choice Providers*. The Applicability section was modified to make clear that the information under the tariff is available to CCAs as defined in Section 331.1 and prospective CCAs investigating the feasibility of a CCA program.

[†] PG&E notes that CPUC Decision No. 11-07-056 instituted Phase 2 of Commission Rulemaking 08-12-009 for the purpose of determining how the Commission's Rules Regarding Privacy and Security Protections for Energy Usage Data and other requirements adopted in D.11-07-056 should apply to CCAs. (D.11-07-056, Ordering Paragraph 12, July 29, 2011, p. 167.) In addition, the legislative history of SB 790, adopting revisions to P.U. Code Section 366.2(c)(9), indicates that, in order to address consumer privacy concerns, the Legislature intends the Commission to clarify what parts of customer billing data (e.g. name of account number, address of account holder, phone number, account number or other personally-identifiable information distinguishable from the actual electricity consumption data) needs to be provided to the CCA without obtaining customer consent. (Bill Analysis, SB 790 (Leno), Assembly Committee on Utilities and Commerce, July 1, 2011, http://www.leginfo.ca.gov/pub/11-12/bill/sen/sb_0751-0800/sb_790_cfa_20110701_170457_asm_comm.html). Therefore, PG&E understands that this advice filing will be subject to the outcome of the Commission's consideration of these matters in Phase 2 of D.11-07-056.

- 2) Electric Form 79-1030 - *Declaration by Mayor or Chief County Administrator Regarding Investigation Pursuit or Implementation of Community Choice Aggregation*. The form was revised to encompass the expanded definition of a CCA in Section 331.1.
- 3) Electric Form 79-1031 - *Community Choice Aggregator Non-Disclosure Agreement*. Condition 1(a)(1) was revised to encompass the expanded definition of a CCA in Section 331.1. The revised paragraph now reads (emphasis added):

*(1) it is either (i) a city, county, **or other entity as defined in PU Code Section 331.1** 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, county **or other entity as defined in PU Code Section 331.1** that intends to actively investigate or pursue delivery of electric service to customers located within the geographic territory of the CCA, and*

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 **March 26, 2012**, which is 20 days from the date of this filing[‡]. 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 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:

[‡] The 20 day protest period concludes on a weekend. PG&E hereby moves this date to the following business day.

Brian K. Cherry
Vice President, Regulation 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 regular notice, **April 4, 2012**, which is 30 calendar days after the date of filing. Pursuant to the February 2, 2012 letter from the Energy Division Director, 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 Rulemaking ("R.") 03-10-003. Address changes to the General Order 96-B service list and all electronic approvals should be directed to 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 blue ink that reads "Brian Cherry" followed by a circular stamp containing the initials "BKC".

Vice President – Regulation and Rates

cc: Gurbux Kahlon, California Public Utilities Commission
Sujata Pagedar, PG&E
Karyn Gansecki, SCE
Jennifer Pierce, SDG&E
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 E)**

Utility type:

ELC GAS
 PLC HEAT WATER

Contact Person: Britta Brown

Phone #: (415) 973-8584

E-mail: B2Bn@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) #: **4009-E**

Tier: 2

Subject of AL: **Revisions to Electric Rate Schedule E - CCAINFO, Information Release to Community Choice Providers, Electric Form 79-1030 - Declaration by Mayor or Chief County Administrator Regarding Investigation Pursuit or Implementation of Community Choice Aggregation, and Electric Form 79-1031 - Community Choice Aggregator Non-Disclosure Agreement.**

Keywords (choose from CPUC listing): **Compliance**

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

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

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 AL: **N/A**

Is AL requesting confidential treatment? If so, what information is the utility seeking confidential treatment for: **No**

Confidential information will be made available to those who have executed a nondisclosure agreement: **N/A**

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: **April 4, 2012**

No. of tariff sheets: **7**

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: **E-CCAINFO, Electric Form 79-1030, Electric Form 79-1031**

Service affected and changes proposed: **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 K. 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 4009-E**

Cal P.U.C. Sheet No.	Title of Sheet	Cancelling Cal P.U.C. Sheet No.
31430-E	ELECTRIC SCHEDULE E-CCAINFO INFORMATION RELEASE TO COMMUNITY CHOICE PROVIDERS Sheet 1	30743-E
31431-E	ELECTRIC SCHEDULE E-CCAINFO INFORMATION RELEASE TO COMMUNITY CHOICE PROVIDERS Sheet 3	25520-E
31432-E	Electric Sample Form No. 79-1030 Declaration by Mayor or Chief County Administrator Regarding Investigation Pursuit or Implementation of Community Choice Aggrega	23061-E
31433-E	Electric Sample Form No. 79-1031 Community Choice Aggregator Non-Disclosure Agreement	30745-E
31434-E	ELECTRIC TABLE OF CONTENTS Sheet 1	31423-E
31435-E	ELECTRIC TABLE OF CONTENTS RATE SCHEDULES Sheet 8	31243*-E
31436-E	ELECTRIC TABLE OF CONTENTS SAMPLE FORMS Sheet 30	30765-E



ELECTRIC SCHEDULE E-CCAINFO
 INFORMATION RELEASE TO COMMUNITY CHOICE PROVIDERS

Sheet 1

APPLICABILITY: This schedule applies to: 1) Community Choice Aggregators (CCAs) who participate in Community Choice Aggregation Service (CCA Service), as defined in electric Rules 1 and 23; 2) communities who wish to explore CCA program implementation, and 3) eligible entities under California Public Utilities Code Section 331.1 that are considering CCA service.

(N)
 |
 (N)

TERRITORY: The entire PG&E service territory.

RATES: 1. Aggregate monthly usage (kWh) by rate schedule
 No charge for the first request

PG&E will provide the CCA with energy consumption (kWh) for the most recent 12 months of completed information for each customer class for a given period of time and a given city.

PG&E will aggregate monthly usage by rate schedule.

Additional requests for this information will be provided at the CCA's expense. (See Item 6, below.)

2. Annual proportional share of energy efficiency funds for a CCA's proposed territory as defined in the CPUC's energy efficiency policy manual..... No charge
3. System wide residential and nonresidential load shapes by climate band for the most recent year for which PG&E has completed information..... No charge
4. Standard system average load profiles by rate class also referred to as Dynamic Load Profiles & Static Load Profiles posted to PG&E's website Available at no charge at PG&E's website
5. Quarterly or monthly aggregated participation data already tracked for CPUC reports (for energy efficiency programs).
 Available at no charge at PG&E's website
6. Aggregate monthly usage (kWh) by rate schedule, first request is at no charge (See Item 1, above)
 Per request.....\$207.00
7. Aggregate monthly usage (kWh) by zip code within a city code
 Per request.....\$207.00
8. Public Goods Charge customer payment by city code
 Per request.....\$350.00
9. Number of service agreements in each rate schedule within a CCA's territory or proposed territory
 Per request.....\$207.00

(Continued)



ELECTRIC SCHEDULE E-CCAINFO
 INFORMATION RELEASE TO COMMUNITY CHOICE PROVIDERS

Sheet 3

**SPECIAL
 CONDITIONS:**

1. Pursuant to Public Utilities Code Sections 331.1 and 366.2, a Community Choice Aggregator (CCA), as defined in Rule 1 and Rule 23, shall have the right to aggregate the electric load of end-use electric customers within its jurisdiction for the purpose of providing electric procurement service for such customers.
2. The 15/15 Rule will be applied to all data provided to the CCA, prior to the meeting of requirements under Special Condition 4. The 15/15 Rule was adopted by the CPUC in the Direct Access Proceeding (CPUC Decision 97-10-031) to protect customer confidentiality. The 15/15 rule requires that any aggregated information provided by the Utilities must be made up of at least 15 customers and a single customer's load must be less than 15 percent of an assigned category. If the number of customers in the complied data is below 15, or if a single customer's load is more than 15 percent of the total data, categories must be combined before the information is released. The Rule further requires that if the 15/15 Rule is triggered for a second time after the data has been screened once already using the 15/15 Rule, the customer be dropped from the information provided. In addition to the 15/15 Rule, the CPUC further determined that no information about customers with demands above 500 kW should be included in the distributed information.
3. Aggregated information provided will include Direct Access service agreements (accounts).
4. Customer-specific information or aggregated information that violates the 15/15 Rule, as listed above will be provided when the CCA has met all of the following conditions:
 - a. Signed Non-Disclosure Agreement.
 - b. Executed an Attestation stating that the city, county or other eligible agency is investigating, pursuing or implementing CCA, and (N)
 - c. Any registration or other requirements as imposed by the CPUC.

(Continued)



Electric Sample Form No. 79-1030
Declaration by Mayor or Chief County Administrator Regarding Investigation Pursuit
or Implementation of Community Choice Aggrega

**Please Refer to Attached
Sample Form**



DECLARATION BY MAYOR OR CHIEF COUNTY ADMINISTRATOR REGARDING INVESTIGATION, PURSUIT OR IMPLEMENTATION OF COMMUNITY CHOICE AGGREGATION

I, _____ [name], state as follows:

- I am the mayor, chief county administrator, or chief executive officer of _____
_____ [name of city, county, or public agency,].
- I am authorized to make this declaration on behalf of _____
_____ [check appropriate box]
 - a city, or
 - a county, or
 - an eligible public agency

which is investigating, pursuing or implementing community choice aggregation as a community choice aggregator as defined by Section 331.1 of the California Public Utilities Code ("CCA" or "Potential CCA").

- I understand that all of the confidential information provided by PG&E to the city, county, or public agency indicated above is subject to the terms and conditions of the Nondisclosure Agreement between these two entities and is provided for the sole purpose of enabling the city, county or public agency to investigate, pursue or implement community choice aggregation.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this _____ day of _____, 20____, at _____, _____ [city, state].

[Signature]



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, county, or other entity as defined in PU Code Section 331.1 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, county, or other entity as defined in PU Code Section 331.1 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, telephone number, meter number, 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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Sheet 8

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**ELECTRIC TABLE OF CONTENTS
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Sheet 30

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79-1031	Community Choice Aggregator (CCA) Non-Disclosure Agreement.....	31433-E (T)
79-1039	Agricultural, Commercial, Residential Rate Schedule Selection Customer Agreement.....	30095-E
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79-1050	Contract for Customer Provision of Physically Assured Load Reduction.....	24956-E
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**PG&E Gas and Electric
Advice Filing List
General Order 96-B, Section IV**

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BART	Duke Energy	OnGrid Solar
Barkovich & Yap, Inc.	Economic Sciences Corporation	Praxair
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Bloomberg New Energy Finance	G. A. Krause & Assoc.	Recurrent Energy
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Braun Blaising McLaughlin, P.C.	GenOn Energy, Inc.	SCE
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CLECA Law Office	Hanna & Morton	San Francisco Public Utilities Commission
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California Cotton Ginners & Growers Assn	In House Energy	Sempra Utilities
California Energy Commission	International Power Technology	Sierra Pacific Power Company
California League of Food Processors	Intestate Gas Services, Inc.	Silicon Valley Power
California Public Utilities Commission	Lawrence Berkeley National Lab	Silo Energy LLC
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Cardinal Cogen	Luce, Forward, Hamilton & Scripps LLP	Spark Energy, L.P.
Casner, Steve	MAC Lighting Consulting	Sun Light & Power
Center for Biological Diversity	MBMC, Inc.	Sunshine Design
Chris, King	MRW & Associates	Sutherland, Asbill & Brennan
City of Palo Alto	Manatt Phelps Phillips	Tabors Caramanis & Associates
City of Palo Alto Utilities	McKenzie & Associates	Tecogen, Inc.
City of San Jose	Merced Irrigation District	Tiger Natural Gas, Inc.
City of Santa Rosa	Modesto Irrigation District	TransCanada
Clean Energy Fuels	Morgan Stanley	Turlock Irrigation District
Coast Economic Consulting	Morrison & Foerster	United Cogen
Commercial Energy	Morrison & Foerster LLP	Utility Cost Management
Consumer Federation of California	NLine Energy, Inc.	Utility Specialists
Crossborder Energy	NRG West	Verizon
Davis Wright Tremaine LLP	NaturEner	Wellhead Electric Company
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Defense Energy Support Center	Norris & Wong Associates	eMeter Corporation