

PUBLIC UTILITIES COMMISSION

505 VAN NESS AVENUE
SAN FRANCISCO, CA 94102-3298



January 10, 2013

Advice Letter 4121-E

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, CA 94177

**SUBJECT: Revisions to Electric Form 79-1031 - Community Choice Aggregator
Non-Disclosure Agreement**

Dear Mr. Cherry:

Advice Letter 4121-E is effective as of October 3, 2012.

Sincerely,

A handwritten signature in cursive script that reads "Edward F. Randolph".

Edward F. Randolph, Director
Energy Division



Brian K. Cherry
Vice President
Regulatory Relations

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

Fax: 415-973-7226

October 3, 2012

Advice 4121-E

(Pacific Gas and Electric Company ID U 39 E)

Public Utilities Commission of the State of California

**Subject: Revisions to 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

In compliance with Ordering Paragraph (OP) 9 of California Public Utilities Commission's (Commission) Decision (D.) 12-08-045, PG&E is revising Electric Form 79-1031, Community Choice Aggregator Non-Disclosure Agreement to incorporate and extend consumer protection provisions concerning subsequent disclosure and use of customer information to Community Choice Aggregators.

Background

On August 23, 2012, the Commission issued D. 12-08-045 (Decision). Among other things, the Decision establishes protections concerning customer usage data for PG&E gas customers and extends the privacy protections previously adopted in D.11-07-056 to the customers of Community Choice Aggregators. This advice filing revises the Community Choice Aggregator Non-Disclosure Agreement to incorporate the consumer protection provisions concerning subsequent disclosure and use of customer information contained in Attachment B of the Decision.

On March 5, 2012, PG&E submitted Advice 4009-E to the Commission with other modifications to the Community Choice Aggregator Non-Disclosure Agreement (Form 79-1031) to comply with Public Utilities (P.U.) Code Section 366.2(c)(9), which was amended by Senate Bill (SB) 790. These modifications are pending CPUC disposition.

Tariff Revisions

In compliance with D.12-08-045, PG&E proposes to revise Electric Form 79-1031, *Community Choice Aggregator Non-Disclosure Agreement*, to add a new Condition 7 which reads “CCA shall comply with the consumer protections concerning subsequent disclosure and use that are in Attachment B to CPUC Decision No. 12-08-045”.and renumber the subsequent Conditions accordingly.

This advice filing will not increase any rate or charge, cause the withdrawal of service, or conflict with any other 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 **October 23, 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: EDTariffUnit@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:

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

Facsimile: (415) 973-7226
E-mail: PGETariffs@pge.com

Effective Date

PG&E requests that this Tier 1 advice filing become effective October 3, 2012, which is the date of this filing.

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 lists for Rulemaking ("R.") 08-12-009 and R.12-02-009. 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 cursive script that reads "Brian Cherry" followed by a flourish.

Vice President – Regulatory Relations

cc: Service Lists R.08-12-009 and R.12-02-009

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: Greg Backens

Phone #: (415) 973-4390

E-mail: gab4@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) #: **4121-E**

Tier: 1

Subject of AL: **Revisions to Electric Form 79-1031 - Community Choice Aggregator Non-Disclosure Agreement**

Keywords (choose from CPUC listing): Agreements, Compliance, Forms

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

If AL filed in compliance with a Commission order, indicate relevant Decision/Resolution #: D.12-08-045

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: N/A

Resolution Required? Yes No

Requested effective date: **October 3, 2012**

No. of tariff sheets: 3

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 Filed Form 79-1031 - Community Choice Aggregator Non-Disclosure Agreement

Service affected and changes proposed: Incorporate and extend consumer protection provisions concerning subsequent disclosure and use of customer information to Community Choice Aggregators.

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

EDTariffUnit@cpuc.ca.gov

Pacific Gas and Electric Company

Attn: Brian K. Cherry, Vice President, Regulatory Relations

77 Beale Street, Mail Code B10C

P.O. Box 770000

San Francisco, CA 94177

E-mail: PGETariffs@pge.com

**ATTACHMENT 1
Advice 4121-E**

Cal P.U.C. Sheet No.	Title of Sheet	Cancelling Cal P.U.C. Sheet No.
32064-E	Electric Sample Form No. 79-1031 Community Choice Aggregator Non-Disclosure Agreement	30745-E
32065-E	ELECTRIC TABLE OF CONTENTS Sheet 1	32062-E
32066-E	ELECTRIC TABLE OF CONTENTS SAMPLE FORMS Sheet 30	31686-E



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

**Please Refer to Attached
Sample Form**

Advice Letter No: 4121-E
Decision No. D.12-08-045

Issued by
Brian K. Cherry
Vice President
Regulatory Relations

Date Filed October 3, 2012
Effective October 3, 2012
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/Community 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/Community (“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, 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 shall comply with the consumer protections concerning subsequent disclosure and use that are in Attachment B to CPUC Decision No. 12-08-045.
8. 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.
9. 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.
10. 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.
11. 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.
12. 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.

13. 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.
14. 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

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**ELECTRIC TABLE OF CONTENTS
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(Continued)

Advice Letter No: 4121-E
 Decision No. D.12-08-045

Issued by
Brian K. Cherry
 Vice President
 Regulatory Relations

Date Filed October 3, 2012
 Effective October 3, 2012
 Resolution No. _____

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

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