

PUBLIC UTILITIES COMMISSION

505 VAN NESS AVENUE
SAN FRANCISCO, CA 94102-3298



April 11, 2013

Advice Letter 3370-G/4200-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 Standard Forms and Notices Consistent with
D.11-05-018**

Dear Mr. Cherry:

Advice Letter 3370-G/4200-E is effective March 14, 2013.

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

March 14, 2013

Advice 3370-G/4200-E

(Pacific Gas and Electric Company ID U 39 M)

Public Utilities Commission of the State of California

Subject: Revisions to Standard Forms and Notices Consistent With D.11-05-018

Purpose

Pacific Gas and Electric Company (PG&E) hereby submits for filing its second set of revisions to filed forms and notices to implement Ordering Paragraph (OP) 33 of Decision (D.) 11-05-018, which approved the Memorandum of Understanding (MOU) between PG&E and Disability Rights Advocates (DisabRA) in PG&E's 2011 General Rate Case (GRC) Application (A.09-12-020). In the MOU, PG&E agreed to include key information in large print on as many standardized notices sent to customers as could reasonably be achieved given constraints on time and document space.

This Advice Letter and the modifications proposed herein will assist visually impaired customers through the addition of a large print title and/or tagline. Additional, minor revisions include the clean-up of outdated references such as obsolete communication information and PG&E contact and mailing information. Some forms have been amended to allow customers to view and submit information electronically.

Attachment 1 includes a matrix of the forms and the type of revision made to each form. Attachment 2 lists the affected tariffs.

Background

As part of the 2011 GRC proceeding, PG&E entered into an MOU (dated May 26, 2010) with DisabRA and filed joint testimony that was included in PG&E's 2011 GRC filing (Application 09-12-020, Exhibit No: PG&E-16). The MOU addressed disability access issues raised by DisabRA and resolved through direct negotiations between PG&E and DisabRA during the course of the 2011 GRC proceeding. In D.11-05-018, the California Public Utilities Commission (Commission or CPUC) resolved PG&E's 2011 GRC, and OP 33 of the decision approved the MOU between PG&E and DisabRA.

Section D.1 of the MOU addresses written correspondence to PG&E customers and states the following:

Key Information in Large Print

Throughout the Compliance Period, PG&E will use reasonable efforts to include key information in large print on written notices sent to customers. This key information will notify the customer of the subject of the written notice, including information that a response is required, if appropriate. Key information in large print will be provided on as many standard written notices as can reasonably be achieved given constraints on time and document space. This Section does not apply to customer notices regarding risk of service disconnection, which are being addressed separately in R.10-02-005, pending before the CPUC.

PG&E filed Advice 3343-G/4141-E on November 15, 2012, revising 113 filed forms and notices consistent with OP 33 of D.11-05-018. As stated in Advice 3343-G/4141-E, PG&E is submitting revised forms in phases so as not to inundate the Commission staff with a voluminous number of documents. This Advice Letter represents the second set of forms submitted for filing.

Tariff Revisions

In this filing, PG&E is submitting for approval the 31 identified forms and notices. Modifications to the forms and notices include the addition of a large print title and/or tagline, reformatting of the headers, changes to the footers, and page reformatting to accommodate the above modifications.

For contracts, modification to the signature section on some forms provides consistency among the contracts. In addition, contact and mailing information have been revised on some of the forms to reflect ongoing relocations. In most instances, no changes or revisions were made to the language within the body of each document. All revisions to the tariff forms are non-substantive and do not affect a rate, charge, term, or condition under the tariff.

To continue PG&E's commitment to the environment, PG&E is proposing to exhaust existing stock of hard copy forms before reprinting new ones. Forms that are maintained and stored through electronic means will only be converted forthwith after receiving approval from the Commission.

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 **April 3, 2013**, which is 20 days after the date of this filing. Protests should be mailed to:

CPUC Energy Division
ED Tariff Unit
505 Van Ness Avenue, 4th Floor
San Francisco, California 94102

Facsimile: (415) 703-2200
E-mail: EDTariffUnit@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:

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

Any person (including individuals, groups, or organizations) may protest or respond to an advice letter (General Order 96-B, Section 7.4). The protest shall contain the following information: specification of the advice letter protested; grounds for the protest; supporting factual information or legal argument; name, telephone number, postal address, and (where appropriate) e-mail address of the protestant; and statement that the protest was sent to the utility no later than the day on which the protest was submitted to the reviewing Industry Division (General Order 96-B, Section 3.11).

Effective Date

PG&E requests that this Tier 1 advice filing become effective upon date of 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 parties on the service lists for A.09-12-020 and I.10-07-027**. Address changes to the General Order 96-B service list should be directed to PG&E at email address 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. Send all electronic approvals to PGETariffs@pge.com. Advice letter filings can also be accessed electronically at: <http://www.pge.com/tariffs>

Handwritten signature of Brian Cherry in cursive script.

Vice President, Regulatory Relations

Attachments:

Attachment 1 – Summary of Revisions To Forms/Notices

Attachment 2 – List of affected tariff sheets.

cc: Service Lists A.09-12-020 and I.10-07-027
Melissa Kasnitz, Center for Accessible Technology

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: **Shirley Wong**

Phone #: **(415) 972-5505**

E-mail: **slwb@pge.com; PGETariffs@pge.com**

EXPLANATION OF UTILITY TYPE

(Date Filed/ Received Stamp by CPUC)

ELC = Electric

GAS = Gas

PLC = Pipeline

HEAT = Heat

WATER = Water

Advice Letter (AL) #: **3370-G/4200-E**

Tier: **1**

Subject of AL: **Revisions to Standard Forms and Notices Consistent With D.11-05-018**

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

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

If AL filed in compliance with a Commission order, indicate relevant Decision/Resolution #: **Decision 11-05-018**

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:

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: **March 14, 2013**

No. of tariff sheets: **45**

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: **Gas and Electric Sample Forms (See Attachment 2.)**

Service affected and changes proposed: **All revisions to the tariff forms are non-substantive and do not affect a rate, charge, term, or condition under the tariff.**

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
ED Tariff Unit
505 Van Ness Ave., 4th Floor
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

Pacific Gas and Electric Company
 Advice 3370-G/4200-E
 Attachment 1
 Summary of Revisions To Forms/Notices

Form#	Name	Tariff			Type of Revisions Made To Form							
		Electric Form	Gas Form	Gas & Electric Form	Added Large Print Title	Added Large Print Tagline	Revised Form Title	Revised Cover Sheet Title	Revised Headers	Revised Footer	Revised Signature Section	Modified PG&E Contact Information
02-2590	Interim Service Agreement			X	X		X		X	X	X	
62-0683	Application for Service -- Residential Service			X	X			X	X	X		
62-1509	California Alternate Rates for Energy Program Residential Single-Family Customers Recertification			X	X	X		X				
79-756	Natural Gas Service Agreement (NGSA)		X		X				X	X		
79-756 Ex A.EG	NGSA - Exhibit A.EG - Rate and Metering Info				X				X	X		
79-756 Ex A.EG-NEG	NGSA - Exhibit A.EG-NEG - Negotiated Terms and Conditions				X				X	X		
79-756 Ex A.LNG	NGSA - Exhibit A.LNG - Rates and Metering Information				X				X	X		
79-756 Ex.A.1	NGSA - Exhibit A1 - Rate and Metering Info				X				X	X	X	
79-756 Ex.A.2	NGSA - Exhibit A2 - Negotiated Terms and Condition				X				X	X		
79-756 Ex.A.NGV4	NGSA - Exhibit A.NGV4 - Rate and Metering Info				X				X	X		
79-756 Ex.B	NGSA - Exhibit B - Contract Quantities				X				X	X		
79-756 Ex.C	NGSA - Exhibit C - Scheduling and Operations Data				X				X	X		
79-756 Ex.D	NGSA - Exhibit D - Customer Contact and Billing Addresses				X				X	X		
79-757	NGSA - Modification Revised Exhibits		X		X				X	X		
79-759	Supplemental Agreement for As-Available Capacity			X	X				X	X	X	
79-788	Agreement for Adjustment for Natural Gas Energy Efficiency Measures		X		X				X	X	X	
79-800	Discontinuance of Service Notice -- English			X	X	X		X	X	X		
79-937	Assignment Agreement			X	X				X	X		
79-966	Agreement for Schedule E-OBMC	X			X				X	X	X	
79-972A	Agreement for Unmetered Electrical Service, Attachment A	X			X		X	X	X	X		
79-972B	Agreement for Unmetered Electrical Service, Attachment B	X			X		X	X	X	X		
79-1003	Statement of Applicant's Contract Anticipated Costs			X	X				X	X		
79-1075	Notice to Add or Delete Customers Participating in the Capacity Bidding Program	X			X				X	X		
79-1076	Agreement for Aggregators Participating in the Capacity Bidding Program	X			X				X	X	X	
79-1079	Agreement for Aggregators Participating in the Base Interruptible Program	X			X				X	X	X	X
79-1080	Notice to Add or Delete Customers Participating in the Base Interruptible Program	X			X				X	X		X
79-1088	Supplemental Agreement for Limited Gas Transmission Capacity		X		X					X	X	
79-1118	General On-Bill Financing Loan Agreement			X	X		X	X	X	X	X	
79-1126	Off-Bill and On-Bill Financing Loan Agreement for Self-Installed Projects			X	X				X	X	X	
79-1143	California State Government Customers On-Bill Financing Loan Agreement			X	X				X	X	X	

**ATTACHMENT 2
Advice 3370-G**

Cal P.U.C. Sheet No.	Title of Sheet	Cancelling Cal P.U.C. Sheet No.
30307-G	Gas Sample Form No. 02-2590 Interim Service Agreement	24838-G
30308-G	Gas Sample Form No. 62-0683 Application for Service -- Residential Single Family Dwelling	27552-G
30309-G	Gas Sample Form No. 62-1509 CARE Program Re-Certification Application -- Residential Single-Family Customers	29726-G
30310-G	Gas Sample Form No. 79-756 Natural Gas Service Agreement	24487-G
30311-G	Gas Sample Form No. 79-757 Natural Gas Service Agreement Modification Revised Exhibits	22649-G
30312-G	Gas Sample Form No. 79-759 Supplemental Agreement for As-Available Capacity	14032-G
30313-G	Gas Sample Form No. 79-788 Agreement for Adjustment for Natural Gas Energy Efficiency Measures	16387-G
30314-G	Gas Sample Form No. 79-800 Discontinuance of Service Notice	28501-G
30315-G	Gas Sample Form No. 79-937 Assignment Agreement	29281-G
30316-G	Gas Sample Form No. 79-1003 Statement of Applicant's Contract Anticipated Costs	22504-G
30317-G	Gas Sample Form No. 79-1088 Supplemental Agreement for Limited Gas Transmission Capacity	24346-G
30318-G	Sample Gas Form No. 79-1118 General Off-Bill and On-Bill Financing Loan Agreement Sheet 1	28309-G

**ATTACHMENT 2
Advice 3370-G**

Cal P.U.C. Sheet No.	Title of Sheet	Cancelling Cal P.U.C. Sheet No.
30319-G	Gas Sample Form 79-1126 Off-Bill and On-Bill Financing Loan Agreement for Self-Installed Projects Sheet 1	28602-G
30320-G	Gas Sample Form No. 79-1143 CALIFORNIA STATE GOVERNMENT CUSTOMERS ON-BILL FINANCING LOAN AGREEMENT Sheet 1	29929-G
30321-G	GAS TABLE OF CONTENTS Sheet 1	30305-G
30322-G	GAS TABLE OF CONTENTS Sheet 8	30046-G
30323-G	GAS TABLE OF CONTENTS Sheet 9	30047-G
30324-G	GAS TABLE OF CONTENTS Sheet 10	30048-G
30325-G	GAS TABLE OF CONTENTS Sheet 11	30049-G*
30326-G	GAS TABLE OF CONTENTS Sheet 12	29931-G
30327-G	GAS TABLE OF CONTENTS Sheet 13	30094-G



Gas Sample Form No. 02-2590
Interim Service Agreement

**Please Refer to Attached
Sample Form**

Advice Letter No: 3370-G
Decision No. 11-05-018

Issued by
Brian K. Cherry
Vice President
Regulatory Relations

Date Filed March 14, 2013
Effective March 14, 2013
Resolution No. _____



INTERIM SERVICE AGREEMENT

This Agreement between _____ (Applicant) and Pacific Gas and Electric Company (PG&E) is to establish and govern the provision of all gas and electric service by PG&E during the time period commencing when a tenant in an individually-metered unit at Applicant's Service Address requests termination of liability for payment of PG&E service, and ending when PG&E establishes service in the name of a new tenant in the same unit. The service provided by PG&E during this time period shall hereinafter be referred to as "Interim Service" at the Applicant's Service Address below:

Check Commodity: GAS _____ ELECTRIC _____ BOTH _____

Please include House number, street, apartment number (if applicable) and city.

Service Address: _____

- 1) Applicant affirms that Applicant is the owner or manager of the property herein referred to as "Applicant's Service Address," where Applicant's Service Address is a property containing separately metered units for lease or rent to third party tenants.
- 2) Whenever a tenant at Applicant's Service Address requests termination of liability for payment for the gas and/or electric service, PG&E will read the meter(s), render a closing bill to the tenant and transfer the account for Interim Service to Applicant. PG&E will send bills for Interim Service, including any applicable minimum charges or service charges, to Applicant at the mailing address shown below.

Applicant's Name _____

Applicant's Mailing Address _____

City, State and Zip Code _____

Please Check Billing preference with multiple Service Addresses:

Individual _____ **Consolidated** _____

If you prefer consolidated billing, please list master account number you want billed _____

- 3) Applicant agrees to be responsible for all bills for Interim Service, including any applicable minimum charges or service charges, for all units within Applicant's Service Addresses.
- 4) Unless otherwise specified by Applicant, electric Interim Service will be automatically assigned and billed to Applicant under the full service option of an applicable electric rate schedule, and/or under an applicable rate schedule under which gas is procured for Applicant by PG&E. Applicant must contact PG&E if Applicant is eligible for and wishes to select a rate schedule option other than the one automatically assigned to an account for Interim Service.
- 5) Nothing in this Agreement prevents Applicant from requesting a rate schedule change for the Interim Service account, at any time during the period of Interim Service. All rate schedule changes will become effective as specified in the applicable rate schedule and in accordance with PG&E's gas and electric Rule 12. If Applicant elects the direct access option for electric Interim Service, Applicant's Electric Service Provider must request direct access service in accordance with electric Rule 22.
- 6) When a closing bill is issued for Interim Service, PG&E may transfer the amount of such bill to one of the Applicant's open PG&E accounts in accordance with the provisions of PG&E's gas and electric Rule 8, Section C.

- 7) Should there be any conflict as to the starting date of a new tenant's responsibility for PG&E service provided at this address, Applicant assumes responsibility for payment of bills until the new tenant establishes service with PG&E. Applicant acknowledges that Applicant has no right to have PG&E retroactively adjust a bill for Interim Service in the event of a delay in establishing PG&E service in a tenant's name.
- 8) Applicant agrees that PG&E shall not be held responsible and will be indemnified by Applicant for any damages resulting from PG&E's failure to perform any part of this agreement. PG&E reserves the right to disconnect services to a tenant for non-payment of electric and/or gas bills in accordance with PG&E's gas and electric rules.
- 9) This agreement may not be assigned, in whole or in part, to another party.
- 10) This agreement may be terminated by either party with 10 days' written notice to the other party. Applicant agrees to provide PG&E with a minimum of 10 days' written notice prior to a change in Applicant's status as owner or manager of Applicant's Service Address. If this Agreement is terminated for any reason, Applicant shall remain responsible for the payment of all charges for Interim Service which were incurred in the exercise of this Agreement.
- 11) Correspondence regarding this Agreement should be sent either by facsimile at (209) 476-7694 or mailed to PG&E at the following address:

*Pacific Gas & Electric Company
Landlord Department
P.O. Box 8329
Stockton, CA 95208*

- 12) This Agreement shall at all times be subject to such changes or modifications by the Public Utilities Commission of the State of California as said Commission may, from time to time, direct in the exercise of its jurisdiction.

Property Owner:

Property Manager (if appropriate):

Signature

Last 4 digits of SSN or Taxpayer ID

Print Name

Print Title

Date

Daytime phone

Cell Phone

E –Mail Address

Signature

Last 4 digits of SSN or Taxpayer ID

Print Name

Print Title

Date

Daytime phone

Cell Phone

E –Mail Address

Attached (if needed):
Additional Service Addresses



Gas Sample Form No. 62-0683
Application for Service -- Residential Single Family Dwelling

(T)

**Please Refer to Attached
Sample Form**

Advice Letter No: 3370-G
Decision No. 11-05-018

Issued by
Brian K. Cherry
Vice President
Regulatory Relations

Date Filed March 14, 2013
Effective March 14, 2013
Resolution No. _____



APPLICATION FOR SERVICE RESIDENTIAL SINGLE FAMILY DWELLING¹

Please complete this application and submit the completed form to PG&E Application for Service at P.O. Box 24047, Fresno, CA 93779-4047. You may also submit applications at <http://www.pge.com/myhome/customerservice/other/newconstruction/> or call 1-877-PGE-SRVC.
*Indicates optional fields.

Project Information

Gas Service Electric Overhead Service Electric Underground Service Date Initial Service Needed _____

Project Address or Lot Number _____ City _____ County _____ Zip _____

Single Family Dwelling Multiple Lots *Assessor's Parcel _____ *Building Permit _____

Nearest Cross Street _____

Applicant / Company Name _____

Individual Partnership Corporation Limited Liability Corporation Governmental Agency Sole Proprietor

Other _____

Day Phone (____) _____ *Cell Phone (____) _____ *Fax (____) _____ *Email address _____
(Correspondence will be sent via e-mail)

Applicant Address _____ City _____ State _____ Zip _____

Contract Information

Legal Name to appear on contract _____

Individual Partnership Corporation Limited Liability Corporation Governmental Agency Sole Proprietor

Other _____

*State of incorporation or LLC _____

Name of person authorized to sign contracts _____ *Title _____
(First Name, Middle Initial, Last Name)

Mailing address for contract _____ City _____ State _____ Zip _____

Representative Information (Party who will relay project information and updates to the PG&E representative)

Name of Representative _____

Day Phone (____) _____ *Cell Phone (____) _____ *Fax (____) _____ *Email address _____

Mailing address _____ City _____ State _____ Zip _____

*Contractor's Name _____ *Contractor's Phone (____) _____

Credit Information (Party responsible for energy use after the meter is installed)

Name/Company Name to appear on bill _____ Day Phone (____) _____ *Evening Phone (____) _____
(First Name, Middle Initial, Last Name)

Individual Partnership Corporation Limited Liability Corporation Governmental Agency Sole Proprietor

Other _____

Mailing address _____ City _____ State _____ Zip _____

*Does the customer currently have service with PG&E? No Yes



APPLICATION FOR SERVICE RESIDENTIAL SINGLE FAMILY DWELLING¹

*If yes, please provide the PG&E Account Number _____

*Do you want the new service included on your existing bill? No Yes

*Desired Electric Rate Schedule _____ *Desired Gas Rate Schedule _____

If you want additional information on rate options or want to request a free rate analysis, visit <http://www.pge.com/myhome/myaccount/rateinfo/> or calling 1-877-PGE-SRVC. If a rate schedule is not selected, PG&E will select an applicable rate schedule.

Application and Design and Installation Options

As an applicant for new gas or electric service, you can choose either PG&E or a qualified contractor to design new gas/electric distribution and/or service facilities. You can also choose either PG&E or a qualified contractor to construct all or a portion of new gas/electric distribution and/or service facilities. PG&E will provide you with a bid for the design and the construction work, to assist you in making a selection. You will then have the opportunity to choose either a qualified contractor to perform the design/or construction work. In accordance with PG&E's filed tariffs, electric trenching, conduits, substructures and gas service trenching are the applicant's responsibility. Once you make a decision about who will perform the work, if you subsequently change your selection, you will be responsible for any re-engineering charges incurred as a result of that change.

You should become familiar with the applicant design installation requirements, including PG&E's Applicant Design Guide and General Terms and Conditions, before you make your selection. For copies of these documents and/or for additional information, visit www.pge.com/newconstruction/processguide/step1/appdes.shtml or request information by calling 1-877-PGE-SRVC.

PG&E must provide project specific information to design contractors. PG&E can provide this information sooner if we know whether or not you are considering using a design contractor to design gas/electric distribution or service facilities.

Providing this information on this Application is voluntary and is not binding. PG&E will provide you with a bid for the design work regardless of whether or not you answer this question now and will not require a final decision from you until later in the process.

Are you currently planning to use a design contractor? No Yes

Construction Information

**Please note if you have selected "Electric Overhead Service" without "Gas Service" all trench related questions become optional fields.

Joint trench drawing to be prepared by: Applicant PG&E Not required

Who will trench and backfill for the distribution facilities? Applicant / Elec PG&E / Elec Date Joint Trench Required _____

Proposed distribution trench occupants or joint pole occupants: (check all that apply) Electric Gas Phone CATV

Other _____

Who will install distribution conduit and substructures? Applicant PG&E

Who will trench and backfill for the service facilities? Applicant / Gas PG&E / Gas Date Joint Trench Required _____

Applicant / Elec PG&E / Elec

Proposed service trench occupants or joint pole occupants: (check all that apply) Electric Gas Phone CATV

Other

Who will install service conduit and substructures? Applicant PG&E

*Transformer type requested: Padmounted Subsurface (additional Special Facilities charges may apply)

Water, sanitary sewer, storm drain, low pressure gas, oil or other fluid carrying piping or facilities or private utilities (e.g. fire alarm, private streetlight systems, private phone, private CATV or gate controllers) are not permitted in a PG&E occupied joint trench.

APPLICATION FOR SERVICE RESIDENTIAL SINGLE FAMILY DWELLING¹

IMPORTANT NOTE: Do NOT install your electric main switch or gas house line until the location is approved by PG&E.

General Construction Information

Include on this application any eligible Rule 20B or Rule 20C conversion work or any eligible relocation work.

Total square footage _____

I am adding load or square footage to an existing residence

Panel Upgrade Relocation

Will any existing PG&E gas or electric facilities require relocation or removal? No Yes Not Sure Date needed _____

*Will temporary electric service be required? No Yes Date needed _____

*Will temporary gas service be required? No Yes Date needed _____

If, yes please complete the following:

*Will Temporary Service power be operated for less than one year? No Yes

*Have you ever completed a temporary power project with us before? No Yes

*Who will trench and backfill for Temporary Service?

Applicant/Gas PG&E/Gas

Applicant/Electric PG&E/Electric

Electric Temporary Services

*Panel, Main Breaker Size _____ amps

*Will Applicant or Contractor Install Pole? No Yes

Gas Temporary Services

*Gas Service Delivery Pressure Requested: ¼ psig other _____

*Number of Meters at each service location? _____

*Total Gas Load _____

IN THE EVENT THAT APPLICANT SHALL MAKE ANY MATERIAL CHANGE EITHER IN THE AMOUNT OR CHARACTER OF THE APPLIANCES OR APPARATUS INSTALLED UPON THE PREMISES TO BE SUPPLIED BY PG&E, INCLUDING PANEL SIZE, APPLICANT SHALL IMMEDIATELY GIVE PG&E WRITTEN NOTICE OF THIS FACT.

Electric Load Information

Main Switch Size (Meter Panel & Service Termination Enclosure) _____ amps

Voltage: (select one) 120/240 Volt, 3-Wire, 1Ø (standard residential service) 120/208 Volt, 3-Wire, 1Ø Other _____

Standard residential loads: (Check all that apply) Is this a seasonal load Yes No

Lighting Electric Oven Electric Range Electric Water Heater (____ kW) Freezer

Dish Washer Laundry Dryer Refrigerator On-Demand Water Heating (____ kW) Outdoor Lighting

Air Conditioning – largest (____ tons) Domestic Water Pump (____ hp) Heat Pump (____ tons)

Air Conditioning - second A/C (____ tons) Locked Rotor (____ amps) Pool / Spa (____ kW)

APPLICATION FOR SERVICE RESIDENTIAL SINGLE FAMILY DWELLING¹

Other electric heat (____ kW)
 NGV Compressor (____ hp)
 Electric Vehicle (____ kW)

Other electric load (specify) _____ Number of meters needed _____

Natural Gas Load Information

If natural gas is not available, will you use propane? No Yes

Gas Service Delivery Pressure Requested: ¼ psig Other (_____ psig)

Check all that apply: (If additional space is required please attach a spreadsheet using same format as below) (MBtu/h = 1,000 BTU/h)

Water Heater (____ MBtu/h)
 Gas Oven (____ MBtu/h)
 Furnace (____ MBtu/h)
 Pool /Spa (____ MBtu/h)

Laundry Dryer (____ MBtu/h)
 Gas Range (____ MBtu/h)
 On-Demand Water Heater (____ MBtu/h)

Other gas load (specify) _____ Number of meters needed _____

Self-Generation and Net Metering Options

If you are planning to install any self generation equipment, photovoltaic, or wind generation, additional applications for interconnection to PG&E's electric system must be submitted and approved by PG&E prior to engineering for your new construction project. The information you provide on your generation interconnection application may affect the final PG&E design for your project.

For information on PG&E's net metering programs, including eligibility guidelines, generation interconnection program application forms, links to the California Public Utilities Commission, Energy Commission and the US Department of Energy, visit www.pge.com/b2b/newgenerator/ or contact PG&E's Generation Interconnection Services at (415) 972-5676.

Are you planning to install any self generation equipment? No Yes

If yes, please provide us with an estimate of the Generation proposed for this project.

Total # of generation units _____ Total output of all generation _____ kW Generation Type _____

Attachment – 2 copies required

- A. Assessors parcel map showing all easements, rights-of-way, property lines, etc.
 - B. Detailed site plan showing roads, sidewalks, driveways, location of fire hydrants and other structures, proposed location of gas and electric meters, building elevations, and proposed future improvements. (Meter locations are subject to PG&E approval.)
 - C. One copy of the county or city approved plot plan with assigned address is required to establish the PG&E account.
 - D. Title 24 Utility Report or building permit.
 - E. Copies of all environmental permits and/or conditions of approval.
- Applicant is responsible for identifying all environmental requirements within said permits, approvals and/or conditions. For additional information visit <http://www.pge.com/myhome/customerservice/other/newconstruction/>

Agreement to Pay and Signature

I understand that service will be engineered and installed based upon the information provided here. I agree to pay PG&E, on demand, for all work PG&E performs and all costs PG&E incurs for this application for service. PG&E may cancel this Application for Service (a) if the application is incomplete and I do not provide all necessary supporting documents and project data after being notified by PG&E, (b) if I fail to provide an engineering advance within ninety days after one is requested by PG&E, or (c) if PG&E sends a proposed contract and I do not return the contract, with the required payment, within ninety days. If the project is postponed or cancelled, by either party, I will pay PG&E for all such work and costs incurred by PG&E prior to the postponement or cancellation. PG&E's costs may include, for example, labor, material and supplies, (including long lead time materials), transportation, and other direct costs which PG&E allocates to such work. Incomplete information or any changes made at my request during the engineering, or after it is completed, will subject me to additional charges and may delay the establishment of service. I further agree to pay for any damage to new or existing PG&E facilities caused by my contractors or me. Service shall be subject to all of PG&E's applicable tariff schedules on file with and authorized by the California Public Utilities Commission (CPUC) and shall at all times be subject to such changes or modifications as the CPUC may direct from time to time in the exercise of its jurisdiction.

APPLICATION FOR SERVICE RESIDENTIAL SINGLE FAMILY DWELLING¹

I understand that PG&E may require an engineering advance to cover some or all of its costs for project review, design work and cost development in connection with this application for service. I understand that any advance will be based upon current costs and the amount of work anticipated by PG&E based upon the information submitted in this application. I understand that any advance will be credited against the amount I owe, applied to the amount I may owe on the resulting line extension agreement, or refunded to me without interest when PG&E has completed its engineering work or if the project has been cancelled or postponed.

I have read the above information. I understand and agree with the provisions and my responsibilities.

Applicant's Signature _____ Print Name _____ Date _____
First Name, Middle Initial, Last Name



Gas Sample Form No. 62-1509
CARE Program Re-Certification Application -- Residential Single-Family Customers (T)

**Please Refer to Attached
Sample Form**

Advice Letter No: 3370-G
Decision No. 11-05-018

Issued by
Brian K. Cherry
Vice President
Regulatory Relations

Date Filed March 14, 2013
Effective March 14, 2013
Resolution No. _____



1 CUSTOMER INFORMATION • INFORMACIÓN DEL CLIENTE:

Response required: To retain discount, you must confirm continued eligibility.

Telephone • Teléfono: ()

Number of Persons in Household Número de Personas en el Hogar

Adults • Adultos

+ Children (under 18) • Niños (menores de 18)

= Total • Total

Total Gross Annual Household Income (please account for all income from every household members)

Total de ingresos anuales brutos de la unidad familiar (por favor, tenga en cuenta todos los ingresos de todos los miembros de la unidad familiar)

\$.00

Se requiere su respuesta: Para conservar el descuento, debe confirmar que continúa reuniendo los requisitos.

2A HOUSEHOLD INCOME ELIGIBILITY:

CHECK ALL sources of household income. You may be enrolled in either the CARE or FERA Program depending on your household size and income.

- Checkboxes for Pensions, Social Security, SSP or SSDI, etc.

ELEGIBILIDAD DE ACUERDO A LOS INGRESOS EN EL HOGAR:

MARQUE TODAS las fuentes de ingreso de la familia. Usted podría ser inscrito en el programa de CARE o en el programa de FERA dependiendo de cuántas personas vivan en el hogar y el monto de sus ingresos salariales.

- Checkboxes for Pagos de Pensiones, Pagos del Seguro Social, etc.

2B PUBLIC ASSISTANCE PROGRAM ELIGIBILITY:

CHECK ALL programs you or someone in your household participate in.

- Checkboxes for Medicaid/Medi-Cal, Supplemental Security Income, etc.

ELEGIBILIDAD PARA LOS PROGRAMAS DE ASISTENCIA PÚBLICA: MARQUE TODOS los programas que usted o alguien en su hogar están recibiendo.

- Checkboxes for Medicaid/Medi-Cal (menor de 65 años), CalWORKs, etc.

3 DECLARATION: (please read and sign)

I agree to provide proof of household income if asked. I also agree to inform Pacific Gas and Electric Company (PG&E) if my household income no longer qualifies me to receive the discount.

DECLARACIÓN: (por favor lea y firme abajo)

Me comprometo a facilitar pruebas documentales de los ingresos de la unidad familiar en caso de que se me pida. También acepto informar a Pacific Gas and Electric Company si en algún momento mi unidad familiar dejase de reunir los requisitos para recibir el descuento.

X Customer Signature • Firma del Cliente

Fill in circle if guardian or power of attorney Marque aquí si es tutor o tiene carta de poder

Date • Fecha

Check if you no longer qualify or do not want to participate in the CARE Program. Ya no califico o ya no quiero participar en el Programa CARE.



1 CHI TIẾT VỀ KHÁCH HÀNG • 客戶資料:

Số Trương Mục PG&E • PG&E 帳號:

(Ở trang đầu tiên của hóa đơn PG&E • 帳號位於帳單的第一頁)

Account number input field

Cần phản hồi: Để được giữ giảm giá, quý vị phải tiếp tục xác nhận tình trạng hội đủ điều kiện.

必須回應: 要獲得折扣, 您必須確認仍然具備資格。

Tên Họ • 姓名 () Điện Thoại • 電話

Địa Chỉ Nhà • 家庭住址 Số Chung Cư • 公寓 Thành Phố • 城市 Bưu Chánh • 郵政區號

Số Người Trong Gia Đình • 家庭人數: Người Lớn • 成人 + Trẻ Em (dưới 18 tuổi) • 孩童(18歲以下) =

Tổng Lợi Tức Gia Đình Hàng Năm • 全家年收入總計: (xin quý vị tính tất cả các nguồn lợi tức từ mọi người trong gia đình) • (請計算每位家庭成員的所有收入) \$.00

2A HỘI ĐỦ ĐIỀU KIỆN VỀ LỢI TỨC GIA ĐÌNH:

ĐÁNH DẤU vào tất cả các nguồn lợi tức của gia đình quý vị. Dựa vào số người trong gia đình và lợi tức, quý vị có thể được ghi danh vào chương trình CARE hoặc FERA.

- Checkboxes for various income sources: Tiền Hưu Bổng, Tiền Trợ Cấp An Sinh Xã Hội, SSP, SSDI, etc.

合資格的家庭總收入:

請勾選您家庭收入的全部來源。根據您的家庭總人數和總收入, 您將會被登記入CARE 或FERA 計劃。

- Checkboxes for income sources: 退休金, 安全保險補助金, SSP, SSDI, etc.

2B HỘI ĐỦ ĐIỀU KIỆN VỀ CHƯƠNG TRÌNH TRỢ GIÚP CÔNG CỘNG:

ĐÁNH DẤU tất cả các chương trình mà quý vị hoặc ai đó trong nhà quý vị đang tham gia.

- Checkboxes for public assistance programs: Medicaid/Medi-Cal, Supplemental Security Income (SSI), CalFresh/SNAP, etc.

合資格的公共資助計劃:

勾選您或家中其他人所參與的所有計劃。

- Checkboxes for public assistance programs: Medicaid/Medi-Cal, Supplemental Security Income (SSI), CalFresh/SNAP, etc.

3 CAM ĐOAN: (xin đọc và ký tên)

Tôi đồng ý cung cấp chứng minh lợi tức gia đình nếu được yêu cầu. Tôi cũng đồng ý thông báo cho Pacific Gas and Electric Company (PG&E) biết nếu lợi tức gia đình của tôi không còn hội đủ điều kiện để được giảm giá.

聲明: (請閱讀, 然後在下面簽字)

如果有需要, 本人同意提供家庭收入證明。本人亦同意, 如果我的家庭收入不再有資格享受折扣時, 本人會立即通知Pacific Gas and Electric Company (PG&E)。

Chữ Ký Khách Hàng • 客戶簽名 Tô đậm vòng nếu là người giám hộ hay người đại diện pháp lý Ngày • 日期

Xin đánh dấu vào ô trống nếu quý vị không còn hội đủ tiêu chuẩn hoặc không muốn tham gia vào chương trình CARE 請打勾號如果您不再符合資格或沒有意願參加CARE計劃



Gas Sample Form No. 79-756
Natural Gas Service Agreement

**Please Refer to Attached
Sample Form**

Advice Letter No: 3370-G
Decision No. 11-05-018

Issued by
Brian K. Cherry
Vice President
Regulatory Relations

Date Filed March 14, 2013
Effective March 14, 2013
Resolution No. _____



NATURAL GAS SERVICE AGREEMENT

DISTRIBUTION

- Customer
- Division ES&S
- Tariff Interpretations
- Gas Billing Solutions
- _____
- _____

REFERENCES

Tansp.ID.#: _____
 Account ID#: _____
 SA#: _____
 Other Agmts: _____

 CRM: _____
 CRM. Phone: _____
 D&B # or Taxpayer ID: _____

GENERAL

1. This Natural Gas Service Agreement (NGSA), between Pacific Gas and Electric Company (PG&E), a California Corporation, and _____ (Customer), a(n) _____, (together referenced as "Parties"), is for gas service to (service address):

2. Customer agrees to pay for, and PG&E agrees to provide, natural gas service in accordance with the provisions of this NGSA, attached exhibits, and the applicable PG&E gas rate schedule(s) and rules, as approved by the Public Utilities Commission of the State of California (CPUC).
3. This NGSA includes, where applicable, Exhibit A (A.1, A.EG, A.NGV4, A.WSL, A.LNG (Rates and Metering Information)), Exhibit B (Contract Quantities), Exhibit C (Scheduling and Operations Data), and Exhibit D (Customer Contact and Billing Addresses). All applicable Exhibits are incorporated into and made a part of this NGSA. Exhibits may be amended from time to time in accordance with this NGSA.
4. Attached to this NGSA are applicable PG&E gas rate schedule(s) and rules in effect at the time of NGSA execution. Both Parties agree to abide by the provisions of the applicable rate schedule(s), as amended or their successor rate schedules, as well as all applicable PG&E gas rules and gas tariff schedules, as may be amended from time to time.

TERM

5. This NGSA shall be effective upon the date that both Parties have executed the agreement, or on _____ (specify effective date). The initial term of this NGSA, unless otherwise specified in Exhibit A, will be twelve (12) months unless Customer ceases to take gas service at the facility served by this NGSA. After twelve (12) months, this NGSA will continue on a month-to-month basis unless terminated by Customer upon thirty (30) days' prior written notice to PG&E, or unless terminated by PG&E upon the approval of or an order by the CPUC. Termination by the Customer will take effect on the first day of the calendar month that occurs at least thirty (30) days after notification, unless otherwise agreed by PG&E. This NGSA will also terminate if Customer's gas use no longer qualifies for the rate schedule(s) specified in Exhibit A.

RATES AND CONTRACT QUANTITIES

6. The rate(s) to be charged for all natural gas service under this NGSA shall be specified in Exhibit A.
7. Contract quantities for all service under this NGSA are specified in Exhibit B.

MODIFICATIONS TO NGSA AND EXHIBITS

8. Revisions or modifications to this NGSA or its incorporated exhibits must be agreed to by both Parties subject to the conditions noted below.
9. Revisions to Exhibit A: A substitution of one rate schedule(s) for other rate schedules may only be made as specified in the provisions of the applicable rate schedule(s). Unless mutually agreed to by both Parties, a change from one rate schedule to another rate schedule may only be made once every twelve (12) months. Such revisions must be agreed to by both Parties. Unless otherwise agreed to by both parties, revisions will then take effect on the first day of the calendar month that occurs at least thirty (30) days after the request for the revision and remain in effect for a minimum of twelve (12) months. Negotiated provisions as specified in Exhibits A.2 or A.EG-NEG, if applicable, will be revised as specified in that exhibit.
10. Revisions to Exhibit B: Customer or PG&E may request to adjust the contract quantities specified in Exhibit B if there are changes in the equipment or operations at Customer's premises. Such changes must be consented to by the other party and a modified Exhibit B must be executed by both Parties. Such revisions will take effect as soon as they are processed by PG&E, unless Customer requests a later date.
11. Revisions to Exhibit C or D: Customer may request revisions to Exhibit C or D at any time. Such revisions will take effect as soon as they are received and processed by PG&E, unless Customer requests a later date. Revisions to Nominating Marketer and Nominating Marketer ID Numbers on Exhibit C and Formal Communications contact and mailing address on Exhibit D must be requested in writing. All other revisions to Exhibit C or D can be changed by Customer directly contacting PG&E. Nominating Marketer contact information may be changed by Customer or Nominating Marketer by directly contacting PG&E.

COMMUNICATIONS

12. Communications about routine operations such as start-ups, shut-downs, gas nominations and scheduling, should be directed by Customer to PG&E using the addresses specified in Exhibit C.
13. Formal communications concerning this NGSA shall be in writing. Formal communications are those for anything other than routine operations. Formal communications include modifications to rate schedules, nominating marketers, and contract quantities. Formal communications are to be delivered to the appropriate address, as specified in Exhibit D. Either Party must designate by written notice any change of address to which formal communications should be sent.

BILLING

14. PG&E will bill Customer at the applicable rate(s) set forth in Exhibit A for natural gas service during the billing month.
15. PG&E will initially send Customer's monthly billings to the address specified in Exhibit D. Customer may request a change to the mailing address by directly contacting PG&E.

NATURAL GAS SERVICE AGREEMENT

ASSIGNMENT

16. This NGSA shall not be assigned by either Party without the written consent of the other. Such consent shall not be unreasonably withheld. Any successor to or transferee or assignee of the rights of a Party, whether by voluntary transfer, judicial sale, foreclosure sale, or otherwise, shall be subject to all terms and conditions of this NGSA to the same extent as though such successor, transferee or assignee were an original Party. Assignment of this NGSA shall not release the assigning Party from any of the obligations under this NGSA unless such a release is agreed to in writing by the other Party and the assignee. Notwithstanding the above, assignment of the entire interest and obligations of PG&E hereunder may be made to a parent or Affiliate of PG&E, or to an entity succeeding to all or substantially all of the business properties and assets of PG&E, following written notice to Customer and without obtaining the written consent of the Customer.

EXCLUSIVE NATURE AND INTERPRETATIONS

17. With the exception of the CPUC-approved tariff and rule changes as provided in paragraph 27, and for changing contact names, mailing addresses, e-mail addresses, telephone and fax numbers as provided for in paragraphs 8, 11, and 15, no subsequent modification or amendment of this NGSA or of any of its exhibits shall be effective unless in writing, and accompanied by a Natural Gas Service Agreement Modification Revised Exhibits Form (Form No. 79-757) signed by a duly authorized representative of each Party.
18. This NGSA does not change the obligations, restrictions or rights contained in other agreements between Parties unless expressly indicated in this NGSA. Customer and PG&E agree that all understandings between them regarding the gas service to be provided under this NGSA are set forth or referenced in this NGSA. No agreements, representations, memoranda, or any other form of communication, written or oral, exchanged before the signing of this NGSA (other than PG&E's tariffs), shall be grounds for altering or interpreting the terms of this NGSA.
19. The waiver by either Party of any breach of any term, covenant or condition contained in this NGSA, or any default in the performance of any obligations under this NGSA, shall not be deemed to be a waiver of any other breach or default of the same or any other term, covenant, condition or obligation. Nor shall any waiver of any incident of breach or default constitute a continuing waiver of the same.
20. This NGSA shall be interpreted under the laws of the State of California, excluding any choice of law rules which may direct the application of the laws of another jurisdiction. This NGSA and the obligations of the Parties are subject to all valid laws, orders, rules, and regulations of the authorities having jurisdiction over this NGSA (or the successors of those authorities).
21. Complaints against PG&E arising out of this NGSA may be asserted or filed and shall be enforced only under the provisions of Section 1702 of the Public Utilities Code. Each Party shall be entitled to recover reasonable costs, including attorney fees, to collect payment for services previously performed or other amounts due and owing under this NGSA.
22. Nothing in this NGSA shall be construed to create any duty to, any standard of care with reference to, or any liability to any third party.

NATURAL GAS SERVICE AGREEMENT

23. PG&E shall have no liability to Customer, or any assignee thereof, for any curtailments, interruptions of service or losses of gas pursuant to this Agreement, PG&E's gas Rules or rate schedules. The liability of PG&E for any curtailments, interruptions of service, or gas losses otherwise arising out of mistakes, omissions, interruptions, delays, errors or defects in any of the gas services or facilities used or furnished by PG&E shall in no event exceed an amount equal to any applicable pro rata charges for the period during which the services or facilities are affected by the mistake, omission, interruption, loss, delay, error or defect; provided, however, that the provisions hereof shall not apply to damages caused by willful misconduct, fraudulent conduct or violations of law by PG&E.
24. No Party under this Agreement shall be assessed any special, punitive, consequential, incidental, or indirect damages, whether in contract or tort (including negligence) or otherwise, for any breach, actions, or inactions arising from, out of, or related to this Agreement.

FORCE MAJEURE

25. In the event either Customer or PG&E is rendered unable, wholly or in part, by force majeure to carry out its obligations under this Agreement, it is agreed that, upon such Party giving notice as soon as practicable in writing (or as soon as practicable by facsimile or telephone if confirmed in writing within seventy-two (72) hours) but in no event delivered to the other Party later than five (5) business days after the onset of the force majeure condition, then the obligations of the Party giving such notice, so far as they are affected by such force majeure, shall be suspended during the continuance of the effects of the cause; provided that such notice shall give the other Party reasonably full particulars of such force majeure, including the circumstances preventing or delaying performance hereunder; and provided that the Party subject to such force majeure shall remedy it so far as possible with all reasonable dispatch; and further provided that no force majeure shall be cause for delay in the payment for services rendered prior to its inception.
26. The term "force majeure," as employed herein, shall mean acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, wars, blockage, insurrection, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, high water, washouts, civil disturbances, explosions, breakage or accident to machinery or lines of pipe, the necessity for making non-routine repairs or non-routine alterations to machinery or lines of pipe, freezing lines of pipe, acts of civil or military authority (including, but not limited to, courts, or administrative or regulatory agencies), and any other cause, whether of the kind herein enumerated or otherwise, not within the control of the Party claiming suspension and which, by the exercise of due diligence, that Party is unable to prevent or overcome.
- a. It is understood and agreed that the settlement of strikes or lockouts shall be entirely within the discretion of the Party having the difficulty, and the above requirement that any force majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes or lockouts when such course is inadvisable in the discretion of the Party having the difficulty.
 - b. It is understood and agreed that "force majeure" as used herein shall not include scheduled and routine maintenance and repairs of machinery and lines of pipe, operational flow orders, emergency flow orders, or diversion orders in accordance with PG&E Gas Rule 14, financial considerations, or the unavailability of upstream or downstream transportation or supply.

NATURAL GAS SERVICE AGREEMENT

REGULATORY

27. Customer shall not take any action which may subject PG&E's gas operations to the jurisdiction of the Federal Energy Regulatory Commission (FERC) or any successor to the FERC. Any such action is cause for the immediate termination of this NGSA.
28. This NGSA shall at all times be subject to any changes or modifications the CPUC may direct from time to time in the exercise of its jurisdiction. Such changes or modifications may be to this NGSA or to PG&E's applicable tariff schedules and rules.

AGREED TO BY:

	PACIFIC GAS AND ELECTRIC COMPANY
(Customer)	
(Signature)	(Signature)
(Type/Print Name)	(Type/Print Name)
(Title)	(Title)
(Date)	(Date)

Attachments: Exhibits: Exhibit A. _____-Rates and Metering Information
 Exhibit B-Contract Quantities
 Exhibit C-Scheduling and Operations Data
 Exhibit D-Customer Contact and Billing Addresses

Tariffs: Rate Schedule(s) _____
 Gas Rules 1, 2, 9, 10, 11, 12, 14, 17, 21



NATURAL GAS SERVICE AGREEMENT
EXHIBIT A.EG
RATES AND METERING INFORMATION

CUSTOMER NAME: _____ **Transp. ID No.:** _____

I. TERM:

The provisions specified in this Exhibit A.EG will take effect on _____ (date), with an initial term of twelve (12) months. After the initial term, these provisions will continue on a month-to-month basis until terminated or revised by Customer or by PG&E (as specified in the NGSA), upon thirty (30) days written notice to PG&E. Termination or revision by the Customer will take effect on first day of the calendar month that occurs at least thirty (30) days after notification, unless otherwise agreed by PG&E. Per gas Rule 12, certain noncore Customers are prohibited from reclassification to core service. If this Exhibit A.EG has been revised, indicate the effective date of the latest revision here: _____ (revision effective date).

II. NONCORE RATE SCHEDULES:

Transportation: Customer elects to receive noncore natural gas transportation service under the terms and conditions of Schedule G-EG. All noncore natural gas transportation that does not qualify under Schedule G-EG is provided under the terms and conditions of Schedule G-NT. Please list all Nominating Marketers having the authority to make daily gas nominations in Exhibit C, unless G-EG is taken in conjunction with a core rate schedule and gas is provided by a Core Procurement Group.

III. CORE RATE SCHEDULE(S):

This Section must be completed if Customer is taking transportation and/or procurement service under a core rate schedule in conjunction with Schedule G-EG.

- Non-PG&E supplied gas under Schedule G-_____ (PG&E transportation service only). Procurement service cannot be supplied by a Core Procurement Group. Please list all Nominating Marketers having the authority to make daily gas nominations in Exhibit C.
- Gas supplied by a Core Procurement Group in conjunction with Schedule G-_____. This option is only available to a facility that 1) qualifies as a cogeneration facility pursuant to California Public Utilities Code Section 218.5 and 2) has a rated generation capacity of less than five-hundred kilowatts (500 kW) and 3) does not have a generation usage exceeding 250,000 therms per year. If gas is supplied by a Core Transport Agent (CTA), indicate the CTA Group name and number in Special Billing instructions.

IV. FRANCHISE FEE SURCHARGE EXEMPT:

Enter Yes in box if Customer's usage is exempt from charges under Schedule G-SUR because Customer is a political subdivision of the state of California.¹

¹ The exemptions are specified in Schedule G-SUR.



NATURAL GAS SERVICE AGREEMENT

EXHIBIT A.EG

RATES AND METERING INFORMATION

CUSTOMER NAME: _____ Transp. ID No: _____

V. METERING INFORMATION: Metering and service point information will be completed and updated by PG&E, as needed.

GAS METER INFORMATION:

Service Point No.	Meter Badge Number	Submete Badge Number ²	Meter Serves Core or Noncore ³	BB Trans. Dist. ⁴	Does Meter Only Serve Gen.Load ⁵	Is Gen Load Cogen? ⁶
-------------------	--------------------	-----------------------------------	---	------------------------------	---	---------------------------------

NET ELECTRIC OUTPUT METER INFORMATION IF GAS METER SERVES BOTH GENERATION AND NON-GENERATION LOAD: Metering and service point information will be completed and updated by PG&E, as needed. Customer-Owned metering is at PG&E's Sole Discretion.

<u>Net Electric Output Service Point No.</u>	<u>Meter Badge Number</u>	<u>Submeter Badge Number</u>
--	---------------------------	------------------------------

The Net Electric Output meter is owned by: (indicate below)

Customer-Owned: Monthly meter reads will be provided by: _____Customer or by _____PG&E (indicate by placing a check in the appropriate space).

PG&E-Owned

² Completed only if a subtractive meter to the primary meter exists for service point number.

³ Meters for new NGSAs or meters added to existing NGSAs must serve either 100% core or 100% noncore load. If meter serves generation load and the otherwise-applicable rate is a core rate schedule or the Customer is receiving procurement from a Core Procurement Group, "Core" will be entered.

⁴ This area is used to indicate if the meter is to be billed at the Backbone Level Rate ("BB") under Schedule G-EG. If meter serves noncore load that is not billed at the Backbone Level Rate, the designation will be "Trans" or "Dist" to indicate whether meter is connected to the Transmission or Distribution System respectively. If meter serves core load, the designation "Dist" is used.

⁵ "Yes" indicates the meter serves only electric generation (EG). "No" indicates the meter serves only non-generation Load. "Both" indicates the meter serves both generation and non-generation load.

⁶ "Yes" indicates that the generation facility qualifies as a cogeneration facility pursuant to California Public Utilities Code 218.5, otherwise, "No" will be entered. Gas that is used for generation through this meter is exempt from G-SUR charges. The exemption is specified in Schedule G-SUR.



NATURAL GAS SERVICE AGREEMENT
EXHIBIT A.EG
RATES AND METERING INFORMATION

CUSTOMER NAME: _____ **Transp. ID No:** _____

VI. HEAT RATE AND GENERATOR CAPACITY:

Enter Generator Capacity for all Customers. The Annual Average Heat Rate must be completed if the electric generation equipment does not have a separate PG&E installed gas meter. All delivered gas that does not qualify for Schedule G-EG will be billed at the otherwise applicable rate. The Annual Average Heat Rate can be adjusted by PG&E based on actual recorded values.

Generator Capacity _____ (kW)

Annual Average Heat Rate _____ (BTU/kWh)

VII. SPECIAL BILLING INSTRUCTIONS:



NATURAL GAS SERVICE AGREEMENT
EXHIBIT A.EG-NEG
NEGOTIATED TERMS AND CONDITIONS

CUSTOMER NAME: _____ **Transp.ID No:** _____

If Exhibit A.EG-NEG is used, then an Exhibits A.EG must also be completed to indicate the standard rates provided in conjunction with the negotiated provisions specified below. Exhibit A.EG is also needed to specify the accounting and metering information.

NONCORE RATE SCHEDULE(S) AND CONTRACT QUANTITIES:

Customer elects to receive natural gas service under the terms and conditions of Schedule G-EG (Gas Transportation Service to Electric Generation) under the negotiated terms and conditions set forth below. All terms and conditions not expressly set forth will be considered to be unchanged from the standard provision specified in Schedule G-EG.

1. TERM

The negotiated provisions indicated in this Exhibit A.EG-NEG shall be for _____ days, or _____ months (only indicate days if these provisions are for less than one (1) month), and become effective on _____ (date). After the end of the initial term, negotiated provision will: (select only one option)

- terminate on _____ (end date), or;
- Continue on a day-to-day basis until terminated upon thirty (30) days written notice by PG&E or Customer.

2. NEGOTIATED RATES:

Monthly Charge:

Volumetric Charge:

3. USE-OR-PAY OBLIGATION:

4. OTHER SPECIAL INSTRUCTIONS OR PROVISIONS:



NATURAL GAS SERVICE AGREEMENT
EXHIBIT A.LNG
RATES AND METERING INFORMATION

CUSTOMER NAME: _____ **Transp. ID No.:** _____

I. TERM:

The provisions specified in this Exhibit A.LNG will take effect on _____ (date) and will continue on a month to month basis until terminated or revised by Customer or by PG&E (as specified in the NGSAs), upon thirty (30) days written notice to PG&E. If this Exhibit A.LNG has been revised, indicate the effective date of the latest revision here:
_____ (revision effective date).

II. NONCORE RATE SCHEDULE:

A. Rate Schedule

Customer agrees to purchase and PG&E agrees to provide a supply of Liquefied Natural Gas pursuant to the terms of this Agreement and to experimental rate Schedule G-LNG, or its successor.

B. Procurement:

Service provided hereunder requires gas be supplied for liquefaction by a supplier other than PG&E. Please list all Nominating Marketers having the authority to make daily gas nominations in Exhibit C.

III. LIABILITY:

Customer accepts all risks related to the operation and transfer of LNG to Customer's motor vehicles at PG&E's LNG filling station(s) and agrees to hold PG&E and its employees harmless from any and all damages resulting from ingress, egress, and filling with LNG at any PG&E facility or any other damage or injury whether to persons or property as a result of or in direct relationship to the filling of Customer transport vehicles with LNG, excepting only such damage or injury caused by the sole negligence or willful misconduct of PG&E. Due to the experimental nature of this schedule PG&E does not guaranty the ability to provide continuous service under this rate schedule.

IV. SPECIAL BILLING INSTRUCTIONS:



NATURAL GAS SERVICE AGREEMENT
EXHIBIT A.1
RATES AND METERING INFORMATION

CUSTOMER NAME: _____ **Transp. ID No.:** _____

I. TERM:

The provisions specified in this Exhibit A.1 will take effect on _____ (date), with an initial term of twelve (12) months. After the initial term, these provisions will continue on a month-to-month basis until terminated or revised by Customer or by PG&E (as specified in the NGSA), upon thirty (30) days written notice to PG&E. Termination or revision by the Customer will take effect on first day of the calendar month that occurs at least thirty (30) days after notification, unless otherwise agreed by PG&E. Per gas Rule 12, certain noncore Customers are prohibited from reclassification to core service. If this Exhibit A.1 has been revised, indicate the effective date of the latest revision here: _____ (revision effective date).

II. NONCORE RATE SCHEDULES:

Transportation: Customer elects to receive noncore natural gas transportation service under the terms and conditions of Schedule G-NT. Please list all Nominating Marketers having the authority to make daily gas nominations in Exhibit C.

III. CORE RATE SCHEDULE(S):

This Section must be completed if Customer is taking service under a core rate schedule in conjunction with Schedule G-NT.

- Non-PG&E-supplied gas. (PG&E transportation service only). Transportation service is provided under Schedule G-_____. Procurement service cannot be supplied by a Core Procurement Group. Please list all Nominating Marketers having the authority to make daily gas nominations in Exhibit C

IV. FRANCHISE FEE SURCHARGE EXEMPT:

Enter Yes in box if Customer's usage is exempt from charges under Schedule G-SUR because Customer is a political subdivision of the state of California.¹

¹ The exemptions are specified in Schedule G-SUR.



NATURAL GAS SERVICE AGREEMENT
EXHIBIT A.1
RATES AND METERING INFORMATION

CUSTOMER NAME: _____ **Transp. ID No:** _____

V. METERING INFORMATION: Metering and service point information will be completed and updated by PG&E, as needed.

GAS METER INFORMATION:

Service Point No.	Meter Badge Number	Submeter Badge Number²	Meter Serves Core or Noncore³	BB Trans. or Dist.⁴
----------------------------------	-----------------------------------	--	---	---

VI. SPECIAL BILLING INSTRUCTIONS:

² Completed only if a subtractive meter to the primary meter exists for service point number.

³ For new NGsAs and meters added to an existing NGSA, each listed meter must serve either 100% core or 100% noncore.

⁴ This area is used to indicate whether meter is to be billed at the Backbone Level ("BB"), Transmission Level ("Trans"), or Distribution Level ("Dist") rates under Schedule G-NT.



NATURAL GAS SERVICE AGREEMENT
EXHIBIT A.2
NEGOTIATED TERMS AND CONDITIONS

CUSTOMER NAME: _____ **Transp.ID No:** _____

If Exhibit A.2 is used, then an Exhibit A.1 must also be completed to indicate the standard rates provided in conjunction with the negotiated provisions specified below. Exhibit A.1 is also needed to specify the accounting and metering information.

NONCORE RATE SCHEDULE(S) AND CONTRACT QUANTITIES:

Customer elects to receive natural gas service under the terms and conditions of Schedule G-NT (Noncore Transportation Service) under the negotiated terms and conditions set forth below. All terms and conditions not expressly set forth will be considered to be unchanged from the standard provision specified in Schedule G-NT.

1. TERM:

The negotiated provisions indicated in this Exhibit A.2 shall be for _____ days, or _____ months (only indicate days if these provisions are for less than one (1) month), and become effective on _____ (date). After the end of the initial term, negotiated provision will: (select only one option)

- terminate on _____ (end date), or;
- Continue on a day-to-day basis until terminated upon thirty (30) days written notice by PG&E or Customer.

2. NEGOTIATED RATES:

Monthly Charge:

Volumetric Charge:

3. USE-OR-PAY OBLIGATION:

4. OTHER SPECIAL INSTRUCTIONS OR PROVISIONS:



NATURAL GAS SERVICE AGREEMENT
EXHIBIT A.NGV4
RATES AND METERING INFORMATION

CUSTOMER NAME: _____ **Transp. ID No.:** _____

I. TERM:

The provisions specified in this Exhibit A.NGV4 will take effect on _____ (date), with an initial term of twelve (12) months. After the initial term, these provisions will continue on a month-to-month basis until terminated or revised by Customer or by PG&E (as specified in the NGSA), upon thirty (30) days written notice to PG&E. Termination or revision by the Customer will take effect on first day of the calendar month that occurs at least thirty (30) days after notification, unless otherwise agreed by PG&E. If this Exhibit A.NGV4 has been revised, indicate the effective date of the latest revision here:
_____ (revision effective date).

II. NONCORE RATE SCHEDULES:

Transportation: Customer elects to receive noncore natural gas transportation service under the terms and conditions of Schedule G-NGV4. Please list all Nominating Marketers having the authority to make daily gas nominations in Exhibit C.

III. CORE RATE SCHEDULE(S):

This Section must be completed if Customer is taking service under a core rate schedule in conjunction with Schedule G-NGV4.

Non-PG&E-supplied gas. (PG&E transportation service only). Transportation service is provided under Schedule G-_____. Procurement service cannot be supplied by a Core Procurement Group. Please list all Nominating Marketers having the authority to make daily gas nominations in Exhibit C

IV. FRANCHISE FEE SURCHARGE EXEMPT:

Enter Yes in box if Customer's usage is exempt from charges under Schedule G-SUR.¹

¹ The exemptions are specified in Schedule G-SUR.



NATURAL GAS SERVICE AGREEMENT
EXHIBIT A.NGV4
RATES AND METERING INFORMATION

CUSTOMER NAME: _____ **Transp. ID No.:** _____

V. METERING INFORMATION: Metering and service point information will be completed and updated by PG&E, as needed.

GAS METER INFORMATION:

Service Point <u>No.</u>	Meter Badge <u>Number</u>	Submeter Badge <u>Number</u>²	Meter Serves Core or <u>Noncore</u>³	BB Trans. or <u>Dist.</u>⁴
---	--	---	--	--

VI. SPECIAL BILLING INSTRUCTIONS:

² Completed only if a subtractive meter to the primary meter exists for service point number.

³ For new NGSAs and meters added to an existing NGSA, each listed meter must serve either 100% core or 100% noncore.

⁴ This area is used to indicate whether meter is to be billed at the Backbone Level ("BB"), Transmission Level ("Trans"), or Distribution Level ("Dist") rates under Schedule G-NGV4.



NATURAL GAS SERVICE AGREEMENT

EXHIBIT B

CONTRACT QUANTITIES

CUSTOMER NAME: _____ **Transp.ID No.:** _____

This Exhibit B was modified on _____ (Date)

I. MAXIMUM DAILY QUANTITY

Customer must designate a Maximum Daily Quantity (MDQ) for all service provided under the NGSA. The MDQ is based on the historical maximum single day use at the facilities served under the NGSA. The MDQ may be adjusted if Customer can document to the satisfaction of PG&E that changes in Customer's operations warrant a modified MDQ. The MDQ, plus in-kind shrinkage, will be the maximum amount of gas that Customer will be allowed to deliver into PG&E's service territory on any day.

MAXIMUM DAILY QUANTITY (MDQ): _____ decatherms

II. MONTHLY AND ANNUAL CONTRACT QUANTITIES

For purposes of this Exhibit, quantities (specified in decatherms) are identified by column as follows:

- Column A. Total Monthly Quantities (TMQ) of **Core Service**
- Column B. Total Monthly Quantities (TMQ) of **Noncore Service**
- Column C. Number of Operating Days in the Month

All quantities represent volumes delivered to Customer's premises, and do not include in-kind shrinkage on the PG&E system.

The Average Daily Quantity (ADQ) is equal to the TMQ in Column A plus the TMQ in Column B, divided by the Operating Days in Column C.

	Column A Core (Dth)	Column B Noncore (Dth)	Column C Operating Days in Month
January:	_____	_____	_____
February:	_____	_____	_____
March:	_____	_____	_____
April:	_____	_____	_____
May:	_____	_____	_____
June:	_____	_____	_____
July:	_____	_____	_____
August:	_____	_____	_____
September:	_____	_____	_____
October:	_____	_____	_____
November:	_____	_____	_____
December:	_____	_____	_____



NATURAL GAS SERVICE AGREEMENT

EXHIBIT C

SCHEDULING AND OPERATIONS DATA

CUSTOMER NAME: _____ **Transp.ID No.:** _____

I. NOMINATING MARKETER:

Customer shall list the Nominating Marketer(s) having the authority to nominate gas deliveries to PG&E. All listed Nominating Marketers will be allowed access to gas metering data and Exhibit B Contract quantities, unless otherwise indicated by Customer by checking the appropriate boxes below each Nominating Marketer. Customer can also designate one Nominating Marketer as having the authority to trade monthly imbalances on Customer's behalf by checking the appropriate box below.

This Exhibit C is effective on _____ (date), and will remain in effect until it is revised or the NGSA is terminated.

NOMINATING MARKETER:¹ _____ **MARKETER ID NUMBER:** _____

CO. NAME: _____

ADDRESS: _____

CITY/STATE/COUNTRY: _____ **ZIP CODE:** _____

CONTACT: _____ **PHONE NO.:(____)____-_____**

ALTERNATE NO.:(____)____-_____ FAX NO.:(____)____-_____

Customer can check one or more of the boxes below to indicate the appropriate authorization:

- This Nominating Marketer **cannot** have access to gas metering data.
- This Nominating Marketer **cannot** view the contract quantities indicated in Exhibit B.
- Customer authorizes this Nominating Marketer to execute monthly imbalance trades, as specified in Schedule G-BAL.²

II. CUSTOMER OPERATIONS CONTACT:

Nominating Customer ID Number: _____ (if Customer makes gas supply nominations)

CO. NAME: _____

ADDRESS: _____

CITY/STATE/COUNTRY: _____ **ZIP CODE:** _____

CONTACT: _____ **PHONE NO.:(____)____-_____**

ALTERNATE NO.:(____)____-_____ FAX NO.:(____)____-_____

III. PG&E GAS SCHEDULING & OPERATIONS:

COMPANY NAME: Pacific Gas and Electric Company
ADDRESS/CITY/STATE: 77 Beale St., Room 1645 San Francisco, CA 94106
CONTACT: Transportation Coordinator **PHONE NO.:** (415) 973-2424
ALTERNATE NO.: (415) 973-3216 (24 hr.) **FAX NO.:** (415) 973-0649

¹ Communications by a Nominating Marketer shall be binding on Customer and shall prevail if there is any conflict with information regarding nominations or receipt of gas from Customer. The Nominating Marketer shall act on behalf of Customer for as long as the Nominating Marketer is listed in the Exhibit C of Customer's NGSA, unless a formal written notification is received by PG&E that such arrangement no longer exists.

² Only one Nominating Marketer can be granted authority to trade imbalances. Unless Customer has executed a Noncore Balancing Aggregation Agreement, Exhibit A, Form 79-869 with a Nominating Marketer or other third-party service provider, Customer remains responsible for any and all charges associated with Schedule G-BAL and Rule 14.



NATURAL GAS SERVICE AGREEMENT

EXHIBIT D CUSTOMER CONTACT AND BILLING ADDRESSES

CUSTOMER NAME: _____ **Transp. ID No.:** _____

DIRECTIONS: Check the type of communication for each of the following addresses where applicable. Any of the names or addresses listed below may be changed upon notification from Customer as specified in the NGSA. Customer can only designate one Formal Communications Address.

This Exhibit D is effective on _____ (date), and will remain in effect until it is revised or the NGSA is terminated. If this Exhibit D has been revised, indicate the effective date of the latest revision here: _____ (revision effective date).

____ **FORMAL COMMUNICATION** ____ **IMBALANCE STATEMENT ADDRESS**
____ **BILLING ADDRESS**

CO. NAME: _____
ADDRESS: _____
CITY/STATE/COUNTRY: _____ ZIP CODE: _____
CONTACT: _____ PHONE NO.: (____) ____ - _____
ALTERNATE NO.: (____) ____ - _____ FAX NO.: (____) ____ - _____

____ **BILLING ADDRESS** ____ **IMBALANCE STATEMENT ADDRESS**

CO. NAME: _____
ADDRESS: _____
CITY/STATE/COUNTRY: _____ ZIP CODE: _____
CONTACT: _____ PHONE NO.: (____) ____ - _____
ALTERNATE NO.: (____) ____ - _____ FAX NO.: (____) ____ - _____

____ **BILLING ADDRESS** ____ **IMBALANCE STATEMENT ADDRESS**

CO. NAME: _____
ADDRESS: _____
CITY/STATE/COUNTRY: _____ ZIP CODE: _____
CONTACT: _____ PHONE NO.: (____) ____ - _____
ALTERNATE NO.: (____) ____ - _____ FAX NO.: (____) ____ - _____

OFO/EFO NOTIFICATIONS: Please provide at least one e-mail address – Maximum of 5

NAME	E-MAIL ADDRESS
_____	_____
_____	_____
_____	_____
_____	_____

PG&E FORMAL COMMUNICATIONS:

TO PG&E: PACIFIC GAS & ELECTRIC COMPANY
DIVISION: _____
ADDRESS: _____
CITY/STATE/ZIPCODE: _____
ATTENTION: _____



Gas Sample Form No. 79-757
Natural Gas Service Agreement Modification Revised Exhibits

**Please Refer to Attached
Sample Form**

Advice Letter No: 3370-G
Decision No. 11-05-018

Issued by
Brian K. Cherry
Vice President
Regulatory Relations

Date Filed March 14, 2013
Effective March 14, 2013
Resolution No. _____



**NATURAL GAS SERVICE
AGREEMENT MODIFICATION
REVISED EXHIBITS**

DISTRIBUTION

- Customer (Original)
- Tariff Interpretation (Original)
- Division (Copy)
- Gas Billing Solutions (Copy)

REFERENCES

Transp.ID #: _____
 A Account # : _____
 Account Rep: _____
 Rep. Co. Phone: _____
 Rep. External Phone: _____
 Corp. Acct Rep Name: _____
 Corp. Acct Rep Phone: _____

The Exhibits to the Agreement dated _____, between Pacific Gas and Electric Company (PG&E), a California Corporation, and _____ (Customer), have been revised. The attached Exhibit(s) replace and supersede the Exhibits listed below, and are to be effective _____ (effective date).

- Exhibit A.1 (Rates and Metering Information)
- Exhibit A.2 (Negotiated Terms and Conditions)
- Exhibit EG (Rates and Metering Information)
- Exhibit A.EG-NEG (Negotiated Terms and Conditions)
- Exhibit A.WSL (Rates and Metering Information)
- Exhibit A.NGV4 (Rates and Metering Information)
- Exhibit B (Contract Quantities)
- Exhibit C (Scheduling and Operations Data)
- Exhibit D (Customer Contact and Billing Addresses)

by (For Customer)

(for Pacific Gas and Electric Company)

(Signature)

(Signature)

(Name)

(Name)

(Title)

(Title)

(Date)

(Date)



Gas Sample Form No. 79-759
Supplemental Agreement for As-Available Capacity

**Please Refer to Attached
Sample Form**

Advice Letter No: 3370-G
Decision No. 11-05-018

Issued by
Brian K. Cherry
Vice President
Regulatory Relations

Date Filed March 14, 2013
Effective March 14, 2013
Resolution No. _____



SUPPLEMENTAL AGREEMENT FOR AS-AVAILABLE CAPACITY

DISTRIBUTION

- Applicant
- Division
- ES&S
- _____

REFERENCES

- _____
- _____
- _____
- _____

This supplemental agreement is made between _____ (Applicant), and PACIFIC GAS AND ELECTRIC COMPANY (PG&E), a California Corporation, and shall be made part of the _____ (Agreement), dated _____ between these two parties.

RECITALS:

Applicant recognizes that PG&E is required by its California Public Utilities Commission (Commission) authorized tariffs to design its gas and electric facilities to provide adequate capacity to meet the maximum demands of Applicant's loads during normal, non-emergency, conditions. It is also understood that to achieve this degree of service reliability at Applicant's business facility, which is located at _____ (Site), reinforcement work must be done to PG&E's existing system at a substantial cost to both parties. Therefore, PG&E and Applicant agree as follows:

AGREEMENT:

1. In lieu of reinforcing PG&E's existing system to fully accommodate loads at Site, Applicant agrees to accept a lower level of service reliability than would normally be available if PG&E's design criteria was met. This decreased reliability may manifest itself through the curtailment or interruption of gas or electric supply to the Applicant.
2. PG&E's ability to serve Applicant's load will be determined by Equipment which, at all times, will limit the gas or electric demand supplied to the Site to the capacity immediately available on PG&E's system. Equipment will be installed at Applicant's expense and as a special facility (Form 79-255). PG&E system conditions that will cause the Equipment to operate are set forth as follows:

Applicant may be subject to additional curtailments as provided by PG&E's gas and electric Rule 14 and Agreement.

3. Applicant understands that all of the conditions and provisions specified in other agreements with PG&E remain in effect and that interruption or curtailment, due to the presence of the Equipment, does not excuse any of the charges associated with their applicable rate schedules.
4. Applicant agrees that PG&E is not liable for any physical damage or property damage caused by the presence or operation of the Equipment.
5. Termination of either this supplemental agreement or the original Agreement shall constitute the termination of both, with Applicant being subject to any applicable minimum or termination charges as specified in the tariffs or Agreement.



SUPPLEMENTAL AGREEMENT FOR AS AVAILABLE CAPACITY

6. Applicant may assign this supplemental agreement, only if PG&E consents in writing and the assignee agrees in writing to the conditions herein, and assignment occurs in conjunction with assignment of Agreement.
7. This supplemental agreement shall be subject to all of PG&E's applicable tariff schedules on file and authorized by the Commission and shall at all times be subject to such changes or modifications as the Commission may direct from time to time in the exercise of its jurisdiction.

Executed this _____ day of _____, 20____.

BY:

FOR:

(Applicant)

PACIFIC GAS AND ELECTRIC COMPANY

(Signature)

(Signature)

(Print or Type Name)

(Print or Type Name)

(Title)

(Title)



Gas Sample Form No. 79-788
Agreement for Adjustment for Natural Gas Energy Efficiency Measures

**Please Refer to Attached
Sample Form**

Advice Letter No: 3370-G
Decision No. 11-05-018

Issued by
Brian K. Cherry
Vice President
Regulatory Relations

Date Filed March 14, 2013
Effective March 14, 2013
Resolution No. _____



AGREEMENT FOR ADJUSTMENT FOR NATURAL GAS ENERGY EFFICIENCY MEASURES

DISTRIBUTION

- Customer
- Cust. Billing (Original)
- ES&S
- Tariff Interpretations

REFERENCES

SA#: _____
 Account#: _____
 PG&E Rep: _____

PARTIES

This AGREEMENT is by and between PACIFIC GAS & ELECTRIC COMPANY, a California corporation (PG&E), and _____ (Customer), collectively herein referred to as "Parties." Parties agree as follows:

RECITALS

Subsequent to January 1, 1992, certain energy efficiency measures (Efficiency Measures) have been implemented at Customer's business facility, located at _____ (Facility), which is currently being billed for gas service under rate Schedule _____ and the account number referenced above.

These Efficiency Measures include the following:

These Efficiency Measures have resulted in a permanent natural gas usage and/or demand reduction hereinafter termed "Efficiency Adjustment," at the facility in the following amount: (Choose only those that are applicable.)

_____ average monthly therms and/or,
 _____ Mcf per day and/or,
 _____ annual therms.

The natural gas usage and/or demand reduction resulting from Efficiency Measures has been verified, and attested to, at Customer's expense, by a professional engineer registered in the State of California (unless otherwise waived by PG&E).

AGREEMENT

The natural gas usage and/or demand reduction described in this Agreement may cause Customer's usage or demand to fall below the minimum qualifying amount required for Customer to remain on Schedule _____ or its successor schedule.

Such a change in Customer's applicable rate schedule may result in Customer's average rate for natural gas average monthly usage to increase, creating a disincentive for Customer to implement and maintain Efficiency Measures.



AGREEMENT FOR ADJUSTMENT FOR NATURAL GAS ENERGY EFFICIENCY MEASURES

To eliminate the disincentive for Customer to implement and maintain the Efficiency Measures, PG&E agrees that for purposes of determining Customer's eligibility for the rate schedule, PG&E will add to Customer's usage and/or demand the Efficiency Adjustment specified in this Agreement.

If Customer, at any time, fails to achieve the contracted Efficiency Adjustment through the Efficiency Measures, Customer shall notify PG&E immediately to determine if a new agreement is needed. PG&E reserves the right to verify the effectiveness of the Efficiency Measures throughout the term of this Agreement.

This Agreement shall become effective on the first regularly scheduled day Customer's meter is read after date of execution and continue thereafter until terminated by either party giving thirty (30) days prior written notice to the other.

This Agreement shall at times be subject to such changes or modifications by the Public Utilities Commission of the State of California, as said Commission may, from time to time, direct in the exercise of its jurisdiction.

Executed this _____ day of _____, 20__.

 (Customer)

 (Signature)

 (Type or print name)

 (Title)

 (Date)

PACIFIC GAS & ELECTRIC COMPANY

 (Signature)

 (Type or print name)

 (Title)

 (Date)

Mailing Address

Mailing Address



AGREEMENT FOR ADJUSTMENT FOR NATURAL GAS ENERGY EFFICIENCY MEASURES

I attest that the Energy Measures will result in the Efficiency Adjustment described above,

Attestation by Registered Engineer waived by PG&E

Registered Professional Engineer State of California

PG&E Representative

Date

Date

Registration Number or Stamp



Gas Sample Form No. 79-800
Discontinuance of Service Notice

(D)

**Please Refer to Attached
Sample Form**

Advice Letter No: 3370-G
Decision No. 11-05-018

Issued by
Brian K. Cherry
Vice President
Regulatory Relations

Date Filed March 14, 2013
Effective March 14, 2013
Resolution No. _____



DISCONTINUANCE OF SERVICE NOTICE

We will be discontinuing your Electric/Gas Service unless we receive your payment soon.

Street Address

Date _____

City, State, Zip Code

____ Gas Service ____ Electric Service

This is to inform tenant(s) at the above address that the referenced utility service(s)____ to the above premise will be discontinued for nonpayment of bills unless payment of the full amount owing is received on or before _____, 20____, from your landlord, premise owner, or other person or entity responsible for payment of your utility services. The responsible party has been notified that payments are past due.

If the person or entity responsible for such payments does not pay the utility bill(s) owing by the above date, California Public Utilities Code Sections 777 and 777.1 allow tenant(s) to assume responsibility for **future** bills and deduct payment(s) for such utility service from their rental payments. Tenants are not responsible for any past payments due on the delinquent account. Those payments remain the sole responsibility of the person or entity responsible for payment of utility services.

Tenants may join together for the purpose of paying future bills directly to PG&E. Or, if service is supplied through a single meter, tenants can agree to assume individual or joint responsibility for the bills. The estimated average bill for the ____individual or ____combined master-metered account(s) is \$_____ per month.

PG&E urges that **immediate steps** be taken to prevent discontinuance of service on the date specified above. To become a PG&E customer, please call PG&E toll free at: 1-800-743-5000, or write to:

PG&E Customer Services

****IMPORTANT**** In order to avoid discontinuance of service, and for a tenant(s) to assume payment responsibility for their utility bill, the tenant(s) must establish credit satisfactory to PG&E.

If you have legal questions or concerns, please contact the local bar association at (____) _____ or write to:

Bar Association of _____



Gas Sample Form No. 79-937
Assignment Agreement

**Please Refer to Attached
Sample Form**

Advice Letter No: 3370-G
Decision No. 11-05-018

Issued by
Brian K. Cherry
Vice President
Regulatory Relations

Date Filed March 14, 2013
Effective March 14, 2013
Resolution No. _____



ASSIGNMENT AGREEMENT

DISTRIBUTION

- Assignor)
- Assignee
- Division
- Accounting
- _____

REFERENCES

MLX#: _____

_____ (Assignor),

the _____ referred to in that certain agreement(s) dated
 _____ (Applicant, customer, subdivider, etc.)

_____ with **PACIFIC GAS AND ELECTRIC COMPANY (PG&E)**, a copy of which

is attached hereto, relating to the _____

_____ (Describe work or service performed)

at or near _____, County of _____, California,
 and _____ (Assignee), agree as follows:

Check and complete one of the following applicable conditions:

Assignor assigns to Assignee effective _____, all of Assignor's rights in and under said agreement and delegates to Assignee all of Assignor's duties and obligations of the agreement. Assignee hereby accepts this assignment and agrees to assume all of Assignor's duties and obligations in and under said agreement. This assignment includes, but is not limited to, all of Assignor's rights to any applicable refunds of the Advanced specified in the agreement, less any charges which are due or may become due under the terms of the agreement.

Assignor hereby assigns effective _____ to Assignee all of Assignor's rights to any refunds of the advance specified in Section _____ of such agreement less any cost-of-ownership charges which are due or may become due under the terms of the agreement. The current unrefunded balance is \$ _____, which may become payable under such agreement. The payment of any such adjusted refunds by PG&E shall be made to Assignee. All other provisions of such agreement shall remain in full force and effect between Assignor and PG&E.

Executed on: _____, 20 ____

Executed on: _____, 20 ____

at _____

at _____

 Assignor

 Assignee

By: _____
 Its:

By: _____
 Its:

Pacific Gas and Electric Company hereby consents to the foregoing assignment.

Dated _____, 20 ____

PACIFIC GAS AND ELECTRIC COMPANY

BY: _____
 Its:



Gas Sample Form No. 79-1003
Statement of Applicant's Contract Anticipated Costs

**Please Refer to Attached
Sample Form**

Advice Letter No: 3370-G
Decision No. 11-05-018

Issued by
Brian K. Cherry
Vice President
Regulatory Relations

Date Filed March 14, 2013
Effective March 14, 2013
Resolution No. _____



STATEMENT OF APPLICANT'S CONTRACT ANTICIPATED COSTS*

Project Name: _____

Project Location: _____

Notification Number: _____

PM Number(s): (Gas) _____ **(Electric)** _____

APPLICANT COSTS

The following statement must only include the contracted anticipated installed costs of facilities installed by the Applicant that are refundable and that are PG&E's responsibility under its tariffs.

The costs provided by the Applicant must be taken from the Applicant's contract with its contractor. If the Applicant will be performing the work itself, the Applicant must also complete and sign this form.

The Applicant's statement of costs will be compared with PG&E's estimated installed costs of the same facilities, the lower of which will be used to determine the amount subject to allowances and refunds in accordance with the provisions of PG&E's Gas and Electric Rules 15 and 16.

If the Applicant chooses not to provide its costs, it must complete the last section of this form. Until the Applicant either provides the refundable cost from its contract with its contractor (or its own cost, if applicable), or returns this form indicating that it will not do so, PG&E will not proceed with any work on the Applicant's project.

GAS

ELECTRIC

Residential Service Facilities:

Residential Service Facilities

Applicant: \$ _____

Applicant: \$ _____

PG&E: \$ _____

PG&E \$ _____

Number of gas services: _____ **stubs:** _____

Number of electric services: _____

- ◆ Applicant's statement of costs include: overhead or underground service conductors, poles, service transformers, connection fittings, service pipe, valves, service connections, and other PG&E-owned service equipment, as detailed in Gas and Electric Rule 16.
- ◆ Applicant's statement of costs DOES NOT include: inspection fees, nonresidential service costs, regulators, or PG&E-owned metering equipment.



STATEMENT OF APPLICANT'S CONTRACT ANTICIPATED COSTS*

GAS

Gas Distribution Facilities
and Non-Residential Services

Applicant: \$ _____

PG&E: \$ _____

ELECTRIC

Electric Distribution Facilities
and Non-Residential Services.

Applicant: \$ _____

PG&E \$ _____

GAS DISTRIBUTION TRENCH

Applicant: \$ _____

PG&E: \$ _____

- ◆ Applicant's statement of costs include: cables, switches, transformers, distribution main, valves, regulators, nonresidential service costs, and other distribution facilities required to complete the distribution line extension, as detailed in Gas and Electric Rule 15 as PG&E's responsibility.
- ◆ Applicant's statement of costs DOES NOT include: inspection fees, tie-in of system by PG&E, distribution substructures, electric trench, conduits, feeder conduits, or protective structures, as detailed in Gas and Electric Rule 15.

I declare under penalty of perjury that the foregoing is true and correct.

APPLICANT'S ELECTION NOT TO PROVIDE COSTS: (if this option selected, box must be checked)

I choose not to provide to the utility my refundable costs for this project as taken from my contract with my contractor, or as performed by myself, and acknowledge that PG&E will use its estimate of the refundable costs for this project in the contract between it and me.

Executed on _____ at _____, California.
(Date) (City)

By:
Print Applicant Name: _____
Signed: _____
Title: _____

*Automated Document, Preliminary Statement, Part A.



Gas Sample Form No. 79-1088
Supplemental Agreement for Limited Gas Transmission Capacity

**Please Refer to Attached
Sample Form**

Advice Letter No: 3370-G
Decision No. 11-05-018

Issued by
Brian K. Cherry
Vice President
Regulatory Relations

Date Filed March 14, 2013
Effective March 14, 2013
Resolution No. _____



SUPPLEMENTAL AGREEMENT FOR LIMITED GAS TRANSMISSION CAPACITY

DISTRIBUTION

- Customer
- ES&S
- _____
- _____
- _____

REFERENCES

- SA#: _____
- PM#: _____
- Notification#: _____
- Other Agmts: _____
- _____
- _____

This supplemental agreement is made between _____ (Applicant), and PACIFIC GAS AND ELECTRIC COMPANY (PG&E), a California Corporation, and shall be made part of the _____ (Agreement), dated _____ between these two parties.

RECITALS:

Applicant recognizes that PG&E is required by its California Public Utilities Commission (Commission) authorized tariffs to design its gas facilities to provide adequate capacity to meet the maximum demands of Applicant's loads during normal, non-emergency, conditions. It is also understood that to achieve this degree of service reliability at Applicant's business facility, located at _____,

reinforcement work must be done to PG&E's existing system. Therefore, PG&E and Applicant agree as follows:

AGREEMENT:

1. At Applicant's request, PG&E will not reinforce its existing system to meet PG&E's design criteria. To avoid or reduce the costs of reinforcing PG&E's existing system, Applicant acknowledges that service may be subject to curtailments and agrees to a reduced level of service reliability during the period _____ to _____. This decreased service reliability may result in the curtailment, interruption, or reduction of gas service to the Applicant during periods in which Applicant's demand exceeds system capacity.
2. PG&E's ability to serve Applicant's load will be determined by load limiting devices (Device(s)) including but not limited to back pressure regulator(s) which, will limit the gas supplied to Applicant to the capacity available on PG&E's system. The Device(s) will be installed at Applicant's expense as a special facility (Form 79-1049). PG&E system conditions that will cause the Device(s) to operate are set forth as follows:

_____ Applicant is also subject to additional curtailments as provided by PG&E's gas Rule 14 and the Agreement.
3. Applicant understands that all of the conditions and provisions specified in other agreements with PG&E remain in effect and that interruption or curtailment, due to the presence of the Device(s) do not excuse any of the charges associated with applicable rate schedules.
4. Applicant agrees that PG&E is not liable for any physical damage or property damage caused by the presence or operation of the Device(s).



SUPPLEMENTAL AGREEMENT FOR LIMITED GAS TRANSMISSION CAPACITY

- 5. Termination of either this supplemental agreement or the Agreement shall constitute the termination of both, with Applicant being subject to any applicable minimum or termination charges as specified in the tariffs or Agreement.
- 6. Applicant may assign this supplemental agreement, only if PG&E consents in writing and the assignee agrees in writing to the conditions herein, and assignment occurs in conjunction with assignment of Agreement.
- 7. This supplemental agreement shall be subject to all of PG&E's applicable tariff schedules on file and authorized by the Commission and shall at all times be subject to such changes or modifications as the Commission may direct from time to time in the exercise of its jurisdiction.

Executed this _____ day of _____, 20____.

PACIFIC GAS AND ELECTRIC COMPANY

(Applicant)

(Signature)

(Type/Print Name)

(Title)

(Date)

(Signature)

(Type/Print Name)

(Title)

(Date)



Sample Gas Form No. 79-1118
General Off-Bill and On-Bill Financing Loan Agreement

Sheet 1
(T)

Please Refer to Attached
Sample Form

Advice Letter No: 3370-G
Decision No. 11-05-018

Issued by
Brian K. Cherry
Vice President
Regulatory Relations

Date Filed March 14, 2013
Effective March 14, 2013
Resolution No. _____

GENERAL OFF-BILL AND ON-BILL FINANCING LOAN AGREEMENT

The undersigned customer (“**Customer**”) has contracted for the provision of energy efficiency/demand response equipment and services (the “**Work**”) which qualify for one or more of PG&E’s applicable rebate or incentive programs. Subject to the conditions (including the process for Adjustment and preconditions to funding) set forth below, Pacific Gas & Electric Company (“**PG&E**”) shall extend a loan (the “**Loan**”) to Customer in the amount of the loan balance (the “**Loan Balance**”) pursuant to the terms of this On-Bill Financing Loan Agreement (“**Loan Agreement**”) and PG&E’s rate schedules E-OFB and/or G-OFB, as applicable (the “**Schedule**”).

To request the Loan, Customer has submitted a completed On-Bill Financing Application and associated documentation as required by PG&E (the “**Application**”). Collectively the Application and this Loan Agreement (including any Adjustment hereunder) comprise the “**Agreement**”.

1. Customer shall arrange for its Contractor, as identified at the end of this Agreement (“**Contractor**”), to provide the Work as described in the Application.
2. The estimated Loan Balance is set forth below. The total cost of the Work as installed, rebate/incentive for qualifying energy efficiency measures, Loan Balance, monthly payment, and loan term specified in this Loan Agreement may be adjusted, if necessary, after the Work and the post-installation inspection described in the Application and/or herein are completed (the “**Adjustment**”). The Adjustment will be calculated using the actual total cost of the Work, as installed, and the estimated energy savings (as described in the Application) of such Work. In no event will the Loan Balance be increased without Customer’s written consent, even if Customer is eligible for such increased Loan Balance. Moreover, in no event will the Loan Balance exceed the maximum loan amount stipulated in the Application. Customer understands that in order to be eligible for the Loan, the initial Loan Balance for Work may not fall below the minimum loan amount, nor may the payback period exceed the maximum payback period. **Accordingly, if after the Adjustment, the Loan Balance falls below the minimum loan amount or if the simple payback period exceeds the program maximum payback period, each as described in the Application, PG&E shall have no obligation to extend the Loan, as the Work would not meet program requirements.** The Adjustment described in this paragraph will be communicated to the Customer in writing and will automatically become part of this Loan Agreement, except that any proposed increase in the Loan Balance will only become part of this Loan Agreement upon Customer’s written consent to such increase.
3. **PG&E shall have no liability in connection with, and makes no warranties, expressed or implied, regarding the Work. Customer will be responsible for any and all losses and damage it may suffer in connection with, and any claims by third parties resulting from, the Work.** Customer shall indemnify and hold harmless PG&E, its affiliates, and their respective owners, officers, directors, employees and agents thereof, from and against all claims, demands, liabilities, damages, fines, settlements or judgments which arise from or are caused by (a) any breach of the Agreement by Customer; (b) any defects or problems with the Work, or the failure of the Work to deliver any anticipated energy efficiencies; (c) Customer’s failure to pay any amount due or claimed by Contractor with respect to the Work; or (d) the wrongful or negligent acts or omissions of any party (including Contractor) in the conduct or performance of the Work.

GENERAL OFF-BILL AND ON-BILL FINANCING LOAN AGREEMENT

4. Customer represents and warrants that (a) Customer is receiving this Loan solely for Work obtained in connection with Customer's business, and not for personal, family or household purposes; (b) Customer, if not an individual or a government agency, is duly organized, validly existing and in good standing under the laws of its state of formation, and has full power and authority to enter into this Agreement and to carry out the provisions of this Agreement. Customer is duly qualified and in good standing to do business in all jurisdictions where such qualification is required; (c) this Loan Agreement has been duly authorized by all necessary proceedings, has been duly executed and delivered by Customer and is a valid and legally binding agreement of Customer duly enforceable in accordance with its terms; (d) no consent, approval, authorization, order, registration or qualification of or with any court or regulatory authority or other governmental body having jurisdiction over Customer is required for, and the absence of which would adversely affect, the legal and valid execution and delivery of this Loan Agreement, and the performance of the transactions contemplated by this Loan Agreement; (e) the execution and delivery of this Loan Agreement by Customer hereunder and the compliance by Customer with all provisions of this Loan Agreement: (i) will not conflict with or violate any Applicable Law; and (ii) will not conflict with or result in a breach of or default under any of the terms or provisions of any loan agreement or other contract or agreement under which Customer is an obligor or by which its property is bound; and (f) all factual information furnished by Customer to PG&E in the Application and pursuant to this Agreement is true and accurate.
5. The Application must include the Federal Tax Identification Number or Social Security Number of the party who will be the recipient of the checks for the rebate/incentive or any Loan proceeds. Checks may be issued directly to the Customer or its designated Contractor or both, for the benefit of the Customer, as specified below. Customer acknowledges that PG&E will not be responsible for any tax liability imposed on the Customer or its contractor in connection with the transactions contemplated under the Agreement, whether by virtue of the Loan contemplated under the Agreement, or otherwise, and Customer shall indemnify PG&E for any tax liability imposed upon PG&E as a result of the transactions contemplated under the Agreement.
6. Upon completion of the Work, Customer shall send a written confirmation of completion to PG&E's On-Bill Financing Program Administrator at the address listed in Section 15. Within 60 days after receiving the confirmation, PG&E (a) will conduct a post installation inspection and project verification, including review of invoices, receipts and other documents as required by PG&E to verify the correctness of any amounts claimed by Customer; (b) will adjust, if necessary, the total cost, incentive, Loan Balance, monthly payment, and loan term as stated above; and (c) if PG&E deems necessary, obtain updated financial information to verify that Customer has good credit standing (as determined by PG&E) prior to making the Loan. Customer shall give PG&E reasonable access to its premises and the Work and shall provide such updated financial information to PG&E upon request. PG&E may decline to make the Loan if PG&E determines, in its sole discretion, that Customer does not have good credit standing at that time. If the Work conforms to all requirements of the Agreement and all amounts claimed by Customer as Work costs are substantiated to PG&E's reasonable satisfaction, and PG&E is satisfied that Customer has good credit standing, PG&E will issue a check ("**Check**") to Customer or Contractor (as designated by Customer in Section 15) for all amounts PG&E approves for payment in accordance with the Agreement. The date of such issuance is the "**Issuance Date**". If the Check is issued to Customer, Customer shall be responsible for paying any outstanding fees due to Contractor for the Work. If the Check is less than

GENERAL OFF-BILL AND ON-BILL FINANCING LOAN AGREEMENT

- the amount due from Customer to Contractor, Customer shall be responsible for the excess due to the Contractor.
7. Customer shall repay the Loan Balance to PG&E as provided in this Loan Agreement irrespective of whether or when the Work is completed, or whether the Work is in any way defective or deficient, and whether or not the Work delivers energy efficiency savings to Customer.
 8. The monthly payments will be included by PG&E on the Account's regular energy service bills, or by separate bill, in PG&E's discretion. Regardless whether the monthly payments are included in the regular utility bill or a separate loan installment bill, the following repayment terms will apply:
 - a. The Customer agrees to repay to PG&E the Loan Balance in the number of payments listed below and in equal installments (with the final installment adjusted to account for rounding), by the due date set forth in each PG&E utility bill or loan installment bill rendered in connection with Customer's account (identified by the number set forth below) ("Account"), commencing with the bill which has a due date falling at least 30 days after the Issuance Date.
 - b. If separate energy service bills and loan installment bills are provided, amounts due under this Loan Agreement as shown in the loan installment bill shall be deemed to be amounts due under each energy services bill to the Account, and a default under this Loan Agreement shall be treated as a default under the Account.
 - c. If the Customer is unable to make a full utility bill payment in a given month, payment arrangements may be made at PG&E's discretion.
 - d. Any partial bill payments received for a month will be applied in equal proportion to the energy charges and the loan obligation for that month, and the Customer may be considered in default of both the energy bill and the loan installment bill.
 - e. Further payment details are set forth below.
 9. Any notice from PG&E to Customer regarding the Program or the transactions contemplated under the Loan Agreement may be provided within a PG&E utility bill or loan installment bill, and any such notices may also be provided to Customer at the address below or to the Customer's billing address of record in PG&E's customer billing system from time to time, and in each case shall be effective five (5) days after they have been mailed.
 10. The Loan Balance shall not bear interest.
 11. Customer may, without prepayment penalty, pay the entire outstanding loan balance in one lump sum payment provided the customer first notifies PG&E by telephoning the toll free phone number (1-800-468-4743), and by sending written notice to PG&E On-Bill Financing Program Administrator at the address listed below, in advance of making the lump sum payment. Accelerated payments that are received from Customer without PG&E's prior approval may, at PG&E's sole discretion, be applied proportionally to

GENERAL OFF-BILL AND ON-BILL FINANCING LOAN AGREEMENT

subsequent energy charges and Loan repayments and PG&E shall have no obligation to apply accelerated payments exclusively to reduction of the outstanding Loan.

12. The entire outstanding Loan Balance will become immediately due and payable, and shall be paid by Customer within 30 days if: (i) the Account is closed or terminated for any reason; (ii) Customer defaults under the Agreement; (iii) Customer sells or transfers ownership of the equipment forming part of the Work to any third party (including as part of a sale or lease of premises or transfer of business or otherwise); or (iv) Customer becomes Insolvent. Customer becomes "Insolvent" if: (i) Customer is unable to pay its debts as they become due or otherwise becomes insolvent, makes a general assignment for the benefit of its creditors, or suffers or permits the appointment of a receiver for its business or assets or otherwise ceases to conduct business in the normal course; or (ii) any proceeding is commenced by or against Customer under any bankruptcy or insolvency law that is not dismissed or stayed within 45 days.

13. Customer understands that without limiting any other remedy available to PG&E against Contractor or Customer, **failure to repay the Loan Balance in accordance with the terms of the Agreement could result in shut-off of utility energy service, adverse credit reporting, and collection procedures, including, without limitation, legal action.**

14. If there is any conflict among the documents comprising the Agreement, the following order of priority shall apply: 1. this Loan Agreement; 2. the Application; 3. any documents attached to the Application.

15. Loan Particulars.

<i>This table is to be completed by PG&E</i>					
\$	\$	\$	\$		
Total Cost	Incentive	Loan Balance¹	Monthly Payment	Term², Months	Number of Payments

Check Made Payable to Contractor or Customer *[customer to select payment method. Note that only one check can be issued]*

¹ The Loan Balance shall not exceed one-hundred thousand dollars (\$100,000) for commercial customers and shall not exceed two-hundred fifty thousand dollars (\$250,000) for government agency customers, excepting loans to government agency customers where, in PG&E's sole opinion, the opportunity for uniquely large energy savings exist, in which case the Loan Balance may exceed two-hundred fifty thousand dollars (\$250,000) but shall not exceed one million dollars (\$1,000,000).

² Commercial loans may have their loan terms extended beyond five years, not to exceed the expected useful life (EUL) of the bundle of energy efficiency measures proposed, when credit and risk factors support this..



GENERAL OFF-BILL AND ON-BILL FINANCING LOAN AGREEMENT

16. This agreement at all times shall be subject to such modifications as the California Public Utilities Commission may direct from time to time in the exercise of its jurisdiction.

Customer Details

Contractor Details

Federal Tax ID or Social Security #, Customer

Federal Tax ID or Social Security #,
Contractor

Account Name, Customer

Name, Contractor

Service Address, Customer

Address, Contractor

Name and Title of Authorized Representative
of Customer

Name and Title of Authorized Representative
of Contractor

Signature of Authorized Representative of
Customer

Date

ACCEPTED: Pacific Gas & Electric Company

PG&E On-Bill Financing Program Manager

Date

Address:
PG&E Integrated Processing Center
P.O. Box 7265
San Francisco, CA 94120-7265



Gas Sample Form 79-1126
Off-Bill and On-Bill Financing Loan Agreement for Self-Installed Projects

Sheet 1

PLEASE REFER TO ATTACHED
SAMPLE FORM

Advice Letter No: 3370-G
Decision No. 11-05-018

Issued by
Brian K. Cherry
Vice President
Regulatory Relations

Date Filed March 14, 2013
Effective March 14, 2013
Resolution No. _____



OFF-BILL AND ON-BILL FINANCING LOAN AGREEMENT FOR SELF-INSTALLED PROJECTS

The undersigned customer (“**Customer**”) will obtain and perform energy efficiency/demand response equipment and services (the “**Work**”) which qualify for one or more of PG&E’s applicable rebate or incentive programs. Subject to the conditions (including the process for Adjustment and preconditions to funding) set forth below, Pacific Gas and Electric Company (“**PG&E**”) shall extend a loan (the “**Loan**”) to Customer in the amount of the loan balance (the “**Loan Balance**”) pursuant to the terms of this On-Bill Financing Loan Agreement (“**Loan Agreement**”) and PG&E’s rate schedules E-OBF and/or G-OBF, as applicable (the “**Schedule**”).

To request the Loan, Customer has submitted a completed On-Bill Financing Application and associated documentation as required by PG&E (the “**Application**”). Collectively the Application and this Loan Agreement (including any Adjustment hereunder) comprise the “**Agreement**”.

1. Customer shall complete the Work as described in the Application.
2. The estimated Loan Balance is set forth below. The total cost of the Work as installed, rebate/incentive for qualifying energy efficiency measures, Loan Balance, monthly payment, and loan term specified in this Loan Agreement may be adjusted, if necessary, after the Work and the post-installation inspection described in the Application and/or herein are completed (the “**Adjustment**”). The Adjustment will be calculated using the actual total cost of the Work, as installed, and the estimated energy savings (as described in the Application) of such Work. In no event will the Loan Balance be increased without Customer’s written consent, even if Customer is eligible for such increased Loan Balance. Moreover, in no event will the Loan Balance exceed the maximum loan amount stipulated in the Application. Customer understands that in order to be eligible for the Loan, the initial Loan Balance for Work may not fall below the minimum loan amount, nor may the payback period exceed the maximum payback period. **Accordingly, if after the Adjustment, the Loan Balance falls below the minimum loan amount or if the simple payback period exceeds the program maximum payback period, each as described in the Application, PG&E shall have no obligation to extend the Loan, as the Work would not meet program requirements.** The Adjustment described in this paragraph will be communicated to the Customer in writing and will automatically become part of this Loan Agreement, except that any proposed increase in the Loan Balance will only become part of this Loan Agreement upon Customer’s written consent to such increase.
3. **PG&E shall have no liability in connection with, and makes no warranties, expressed or implied, regarding the Work. Customer will be responsible for any and all losses and damage it may suffer in connection with, and any claims by third parties resulting from, the Work.** Customer shall indemnify and hold harmless PG&E, its affiliates, and their respective owners, officers, directors, employees and agents thereof, from and against all claims, demands, liabilities, damages, fines, settlements or judgments which arise from or are caused by (a) any breach of the Agreement by Customer; (b) any defects or problems with the Work, or the failure of the Work to deliver any anticipated energy efficiencies; (c) Customer’s failure to pay any amount due or claimed by any Contractor with respect to the Work; or (d) the wrongful or negligent acts or omissions of any party (including any Contractor) in the conduct or performance of the Work.

OFF-BILL AND ON-BILL FINANCING LOAN AGREEMENT FOR SELF-INSTALLED PROJECTS

4. Customer represents and warrants that (a) Customer is receiving this Loan solely for Work obtained in connection with Customer's business, and not for personal, family or household purposes; (b) Customer, if not an individual or a government agency, is duly organized, validly existing and in good standing under the laws of its state of formation, and has full power and authority to enter into this Agreement and to carry out the provisions of this Agreement. Customer is duly qualified and in good standing to do business in all jurisdictions where such qualification is required; (c) this Loan Agreement has been duly authorized by all necessary proceedings, has been duly executed and delivered by Customer and is a valid and legally binding agreement of Customer duly enforceable in accordance with its terms; (d) no consent, approval, authorization, order, registration or qualification of or with any court or regulatory authority or other governmental body having jurisdiction over Customer is required for, and the absence of which would adversely affect, the legal and valid execution and delivery of this Loan Agreement, and the performance of the transactions contemplated by this Loan Agreement; (e) the execution and delivery of this Loan Agreement by Customer hereunder and the compliance by Customer with all provisions of this Loan Agreement: (i) will not conflict with or violate any Applicable Law; and (ii) will not conflict with or result in a breach of or default under any of the terms or provisions of any loan agreement or other contract or agreement under which Customer is an obligor or by which its property is bound; and (f) all factual information furnished by Customer to PG&E in the Application and pursuant to this Agreement is true and accurate.
5. The Application must include the Federal Tax Identification Number or Social Security Number of the party who will be the recipient of the checks for the rebate/incentive or any Loan proceeds. Customer acknowledges that PG&E will not be responsible for any tax liability imposed on the Customer or any contractor in connection with the transactions contemplated under the Agreement, whether by virtue of the Loan contemplated under the Agreement, or otherwise, and Customer shall indemnify PG&E for any tax liability imposed upon PG&E as a result of the transactions contemplated under the Agreement.
6. Upon completion of the Work, Customer shall send a written confirmation of completion to PG&E's On-Bill Financing Program Administrator at the address listed in Section 15. Within 60 days after receiving the confirmation, PG&E (a) will conduct a post installation inspection and project verification, including review of invoices, receipts and other documents as required by PG&E to verify the correctness of any amounts claimed by Customer; (b) will adjust, if necessary, the total cost, incentive, Loan Balance, monthly payment, and loan term as stated above; and (c) if PG&E deems necessary, obtain updated financial information to verify that Customer has good credit standing (as determined by PG&E) prior to making the Loan. Customer shall give PG&E reasonable access to its premises and the Work and shall provide such updated financial information to PG&E upon request. PG&E may decline to make the Loan if PG&E determines, in its sole discretion, that Customer does not have good credit standing at that time. If the Work conforms to all requirements of the Agreement and all amounts claimed by Customer as Work costs are substantiated to PG&E's reasonable satisfaction, and PG&E is satisfied that Customer has good credit standing, PG&E will issue a check ("**Check**") to Customer for all amounts PG&E approves for payment in accordance with the Agreement. The date of such issuance is the "**Issuance Date**". Customer shall be responsible for paying any outstanding fees due to any contractor for the Work.



OFF-BILL AND ON-BILL FINANCING LOAN AGREEMENT FOR SELF-INSTALLED PROJECTS

7. Customer shall repay the Loan Balance to PG&E as provided in this Loan Agreement irrespective of whether or when the Work is completed, or whether the Work is in any way defective or deficient, and whether or not the Work delivers energy efficiency savings to Customer.
8. The monthly payments will be included by PG&E on the Account's regular energy service bills, or by separate bill, in PG&E's discretion. Regardless whether the monthly payments are included in the regular utility bill or a separate loan installment bill, the following repayment terms will apply:
 - a. The Customer agrees to repay to PG&E the Loan Balance in the number of payments listed below and in equal installments (with the final installment adjusted to account for rounding), by the due date set forth in each PG&E utility bill or loan installment bill rendered in connection with Customer's account (identified by the number set forth below) ("Account"), commencing with the bill which has a due date falling at least 30 days after the Issuance Date.
 - b. If separate energy service bills and loan installment bills are provided, amounts due under this Loan Agreement as shown in the loan installment bill shall be deemed to be amounts due under each energy services bill to the Account, and a default under this Loan Agreement shall be treated as a default under the Account.
 - c. If the Customer is unable to make a full utility bill payment in a given month, payment arrangements may be made at PG&E's discretion.
 - d. Any partial bill payments received for a month will be applied in equal proportion to the energy charges and the loan obligation for that month, and the Customer may be considered in default of both the energy bill and the loan installment bill.
 - e. Further payment details are set forth below.
9. Any notice from PG&E to Customer regarding the Program or the transactions contemplated under the Loan Agreement may be provided within a PG&E utility bill or loan installment bill, and any such notices may also be provided to Customer at the address below or to the Customer's billing address of record in PG&E's customer billing system from time to time, and in each case shall be effective five (5) days after they have been mailed.
10. The Loan Balance shall not bear interest.
11. Customer may, without prepayment penalty, pay the entire outstanding loan balance in one lump sum payment provided the customer first notifies PG&E by telephoning the toll free phone number (1-800-468-4743), and by sending written notice to PG&E On-Bill Financing Program Administrator at the address listed below, in advance of making the lump sum payment. Accelerated payments that are received from Customer without PG&E's prior approval may, at PG&E's sole discretion, be applied proportionally to subsequent energy charges and Loan repayments and PG&E shall have no obligation to apply accelerated payments exclusively to reduction of the outstanding Loan.



OFF-BILL AND ON-BILL FINANCING LOAN AGREEMENT FOR SELF-INSTALLED PROJECTS

12. The entire outstanding Loan Balance will become immediately due and payable, and shall be paid by Customer within 30 days if: (i) the Account is closed or terminated for any reason; (ii) Customer defaults under the Agreement; (iii) Customer sells or transfers ownership of the equipment forming part of the Work to any third party (including as part of a sale or lease of premises or transfer of business or otherwise); or (iv) Customer becomes Insolvent. Customer becomes "Insolvent" if: (i) Customer is unable to pay its debts as they become due or otherwise becomes insolvent, makes a general assignment for the benefit of its creditors, or suffers or permits the appointment of a receiver for its business or assets or otherwise ceases to conduct business in the normal course; or (ii) any proceeding is commenced by or against Customer under any bankruptcy or insolvency law that is not dismissed or stayed within 45 days.

13. Customer understands that without limiting any other remedy available to PG&E against Customer, **failure to repay the Loan Balance in accordance with the terms of the Agreement could result in shut-off of utility energy service, adverse credit reporting, and collection procedures, including, without limitation, legal action.**

14. If there is any conflict among the documents comprising the Agreement, the following order of priority shall apply: 1. this Loan Agreement; 2. the Application; 3. any documents attached to the Application.

15. Loan Particulars.

<i>This table is to be completed by PG&E</i>					
\$	\$	\$	\$		
Total Cost	Incentive	Loan Balance¹	Monthly Payment	Term², Months	Number of Payments

16. This agreement at all times shall be subject to such modifications as the California Public Utilities Commission may direct from time to time in the exercise of its jurisdiction.

Check Made Payable to Customer

¹ The Loan Balance shall not exceed one-hundred thousand dollars (\$100,000) for commercial customers and shall not exceed two-hundred fifty thousand dollars (\$250,000) for government agency customers, excepting loans to government agency customers where, in PG&E's sole opinion, the opportunity for uniquely large energy savings exist, in which case the Loan Balance may exceed two-hundred fifty thousand dollars (\$250,000) but shall not exceed one million dollars (\$1,000,000).

² Commercial loans may have their loan terms extended beyond five years, not to exceed the expected useful life (EUL) of the bundle of energy efficiency measures proposed, when credit and risk factors support this..



OFF-BILL AND ON-BILL FINANCING LOAN AGREEMENT FOR SELF-INSTALLED PROJECTS

Customer Details

Federal Tax ID or Social Security #, Customer

PG&E Account # / Service Agreement #

Account Name, Customer

Service Address, Customer

Name and Title of Authorized Representative of Customer

Signature of Authorized Representative of Customer

Date

ACCEPTED: Pacific Gas and Electric Company

PG&E On-Bill Financing Program Manager

Date

Address:
PG&E Integrated Processing Center
P.O. Box 7265
San Francisco, CA 94120-7265



Pacific Gas and Electric Company
San Francisco, California
U 39

Revised
Cancelling Original

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

30320-G
29929-G

Gas Sample Form No. 79-1143
CALIFORNIA STATE GOVERNMENT CUSTOMERS
ON-BILL FINANCING LOAN AGREEMENT

Sheet 1

Advice Letter No: 3370-G
Decision No. 11-05-018

Issued by
Brian K. Cherry
Vice President
Regulatory Relations

Date Filed March 14, 2013
Effective March 14, 2013
Resolution No. _____



CALIFORNIA STATE GOVERNMENT CUSTOMERS ON-BILL FINANCING LOAN AGREEMENT

The undersigned customer (“**Customer**”) has contracted for the provision of energy efficiency/demand response equipment and services (the “**Work**”) which qualify for one or more of PG&E’s applicable rebate or incentive programs. Subject to the conditions (including the process for Adjustment and preconditions to funding) set forth below, Pacific Gas & Electric Company (“**PG&E**”) shall extend a loan (the “**Loan**”) to Customer in the amount of the loan balance (the “**Loan Balance**”) pursuant to the terms of this On-Bill Financing Loan Agreement (“**Loan Agreement**”) and PG&E’s rate schedules E-OBF and/or G-OBF, as applicable (the “**Schedule**”).

To request the Loan, Customer has submitted a completed On-Bill Financing Application and associated documentation as required by PG&E (the “**Application**”). Collectively the Application and this Loan Agreement (including any Adjustment hereunder) comprise the “**Agreement**”.

1. Customer shall arrange for its Contractor, as identified at the end of this Agreement (“**Contractor**”), to provide the Work as described in the Application.
2. The estimated Loan Balance is set forth below. The total cost of the Work as installed, rebate/incentive for qualifying energy efficiency measures, Loan Balance, monthly payment, and loan term specified in this Loan Agreement may be adjusted, if necessary, after the Work and the post-installation inspection described in the Application and/or herein are completed (the “**Adjustment**”). The Adjustment will be calculated using the actual total cost of the Work, as installed, and the estimated energy savings (as described in the Application) of such Work. In no event will the Loan Balance be increased without Customer’s written consent, even if Customer is eligible for such increased Loan Balance. Moreover, in no event will the Loan Balance exceed the maximum loan amount stipulated in the Application. Customer understands that in order to be eligible for the Loan, the initial Loan Balance for Work may not fall below the minimum loan amount, nor may the payback period exceed the maximum payback period. **Accordingly, if after the Adjustment, the Loan Balance falls below the minimum loan amount or if the simple payback period exceeds the program maximum payback period, each as described in the Application, PG&E shall have no obligation to extend the Loan, as the Work would not meet program requirements.** The Adjustment described in this paragraph will be communicated to the Customer in writing and will automatically become part of this Loan Agreement, except that any proposed increase in the Loan Balance will only become part of this Loan Agreement upon Customer’s written consent to such increase.
3. **PG&E shall have no liability in connection with, and makes no warranties, expressed or implied, regarding the Work.** The Parties acknowledge and agree that PG&E is only providing the State with financing. The Customer has independently hired contractors (“**State Contractors**”) to perform the work on behalf of the Customer to qualify for financing. The Customer acknowledges and agrees that the State Contractors are not third party beneficiaries to this agreement between the Customer and PG&E. To the extent authorized by law and subject to appropriation of the Legislature, the Customer agrees that it will look only to State Contractors for any claims related to the installed equipment or its performance and that PG&E shall have no responsibility or liability, except for the payment of the loan proceeds, and the Customer shall indemnify PG&E for any claims made by the State Contractors against PG&E.
4. Customer represents and warrants that (a) Customer is receiving this Loan solely for Work obtained in connection with Customer’s business, and not for personal, family or household purposes; (b) Customer, if not an individual or a government agency, is duly



CALIFORNIA STATE GOVERNMENT CUSTOMERS ON-BILL FINANCING LOAN AGREEMENT

organized, validly existing and in good standing under the laws of its state of formation, and has full power and authority to enter into this Agreement and to carry out the provisions of this Agreement. Customer is duly qualified and in good standing to do business in all jurisdictions where such qualification is required; (c) this Loan Agreement has been duly authorized by all necessary proceedings, has been duly executed and delivered by Customer and is a valid and legally binding agreement of Customer duly enforceable in accordance with its terms; (d) no consent, approval, authorization, order, registration or qualification of or with any court or regulatory authority or other governmental body having jurisdiction over Customer is required for, and the absence of which would adversely affect, the legal and valid execution and delivery of this Loan Agreement, and the performance of the transactions contemplated by this Loan Agreement; (e) the execution and delivery of this Loan Agreement by Customer hereunder and the compliance by Customer with all provisions of this Loan Agreement: (i) will not conflict with or violate any Applicable Law; and (ii) will not conflict with or result in a breach of or default under any of the terms or provisions of any loan agreement or other contract or agreement under which Customer is an obligor or by which its property is bound; and (f) all factual information furnished by Customer to PG&E in the Application and pursuant to this Agreement is true and accurate.

5. The Application must include the Federal Tax Identification Number or Social Security Number of the party who will be the recipient of the checks for the rebate/incentive or any Loan proceeds. Checks may be issued directly to the Customer or its designated Contractor or both, for the benefit of the Customer, as specified below. Customer acknowledges that PG&E will not be responsible for any tax liability imposed on the Customer or its contractor in connection with the transactions contemplated under the Agreement, whether by virtue of the Loan contemplated under the Agreement, or otherwise, and Customer shall indemnify PG&E for any tax liability imposed upon PG&E as a result of the transactions contemplated under the Agreement.
6. Upon completion of the Work, Customer shall send a written confirmation of completion to PG&E's On-Bill Financing Program Administrator at the address listed in Section 15. Within 60 days after receiving the confirmation, PG&E (a) will conduct a post installation inspection and project verification, including review of invoices, receipts and other documents as required by PG&E to verify the correctness of any amounts claimed by Customer; and (b) will adjust, if necessary, the total cost, incentive, Loan Balance, monthly payment, and loan term as stated above. Customer shall give PG&E reasonable access to its premises and the Work. If the Work conforms to all requirements of the Agreement and all amounts claimed by Customer as Work costs are substantiated to PG&E's reasonable satisfaction, PG&E will issue a check ("**Check**") to Customer or Contractor (as designated by Customer in Section 15) for all amounts PG&E approves for payment in accordance with the Agreement. The date of such issuance is the "**Issuance Date**". If the Check is issued to Customer, Customer shall be responsible for paying any outstanding fees due to Contractor for the Work. If the Check is less than the amount due from Customer to Contractor, Customer shall be responsible for the excess due to the Contractor.
7. Customer shall repay the Loan Balance to PG&E as provided in this Loan Agreement irrespective of whether or when the Work is completed, or whether the Work is in any way defective or deficient, and whether or not the Work delivers energy efficiency savings to Customer.



CALIFORNIA STATE GOVERNMENT **CUSTOMERS** **ON-BILL FINANCING LOAN AGREEMENT**

8. The monthly payments will be included by PG&E on the Account's regular energy service bills, or by separate bill, in PG&E's discretion. Regardless whether the monthly payments are included in the regular utility bill or a separate loan installment bill, the following repayment terms will apply:
 - a. The Customer agrees to repay to PG&E the Loan Balance in the number of payments listed below and in equal installments (with the final installment adjusted to account for rounding), by the due date set forth in each PG&E utility bill or loan installment bill rendered in connection with Customer's account (identified by the number set forth below) ("Account"), commencing with the bill which has a due date falling at least 30 days after the Issuance Date.
 - b. If separate energy service bills and loan installment bills are provided, amounts due under this Loan Agreement as shown in the loan installment bill shall be deemed to be amounts due under each energy services bill to the Account, and a default under this Loan Agreement shall be treated as a default under the Account.
 - c. If the Customer is unable to make a full utility bill payment in a given month, payment arrangements may be made at PG&E's discretion.
 - d. Any partial bill payments received for a month will be applied in equal proportion to the energy charges and the loan obligation for that month, and the Customer may be considered in default of both the energy bill and the loan installment bill.
 - e. Further payment details are set forth below.
9. Any notice from PG&E to Customer regarding the Program or the transactions contemplated under the Loan Agreement may be provided within a PG&E utility bill or loan installment bill, and any such notices may also be provided to Customer at the address below or to the Customer's billing address of record in PG&E's customer billing system from time to time, and in each case shall be effective five (5) days after they have been mailed.
10. The Loan Balance shall not bear interest.
11. Customer may, without prepayment penalty, pay the entire outstanding loan balance in one lump sum payment provided the customer first notifies PG&E by telephoning the toll free phone number (1-800-468-4743), and by sending written notice to PG&E On-Bill Financing Program Administrator at the address listed below, in advance of making the lump sum payment. Accelerated payments that are received from Customer without PG&E's prior approval may, at PG&E's sole discretion, be applied proportionally to subsequent energy charges and Loan repayments and PG&E shall have no obligation to apply accelerated payments exclusively to reduction of the outstanding Loan.
12. The entire outstanding Loan Balance will become immediately due and payable, and shall be paid by Customer within 30 days if: (i) the Account is closed or terminated for any reason; (ii) Customer defaults under the Agreement; (iii) Customer sells the equipment forming part of the Work to any third party; or (iv) Customer becomes Insolvent. Customer becomes "Insolvent" if: (i) Customer is unable to pay its debts as they become due or otherwise becomes insolvent, makes a general assignment for the benefit of its creditors, or suffers or permits the appointment of a receiver for its business



CALIFORNIA STATE GOVERNMENT CUSTOMERS ON-BILL FINANCING LOAN AGREEMENT

or assets or otherwise ceases to conduct business in the normal course; or (ii) any proceeding is commenced by or against Customer under any bankruptcy or insolvency law that is not dismissed or stayed within 45 days.

13. Customer understands that without limiting any other remedy available to PG&E against Contractor or Customer, **failure to repay the Loan Balance in accordance with the terms of the Agreement could result in shut-off of utility energy service, adverse credit reporting, and collection procedures, including, without limitation, legal action.**

14. If there is any conflict among the documents comprising the Agreement, the following order of priority shall apply: 1. this Loan Agreement; 2. the Application; 3. any documents attached to the Application.

15. STATE OF CALIFORNIA REQUIREMENT

a. All Payment Obligations Subject to Appropriation

The Customer acknowledges that the cost incurred pursuant to this Loan Agreement will be part of the monthly bill for electricity use. All payment obligations and the Work replacement obligations of the Customer under this Loan Agreement or any related agreement or application is subject to appropriation by the Legislature of the State of California.

b. No Lien or Encumbrance; Subordination:

(1) Notwithstanding any other provision in this Loan Agreement – , PG&E acknowledges that nothing in this Loan Agreement shall constitute a mortgage, charge, assignment, transfer, pledge, lien or encumbrance upon either the Work or any part of the buildings, structures or related facilities in which the Work is constructed, installed or situated (collectively, the “Related Facilities”). Accordingly, PG&E agrees it will not record or file any instrument that would indicate or imply it has a security interest in the Related Facilities, including but not limited to a UCC-1.

(2) In addition to the preceding paragraph (a), if this Loan Agreement were ever construed or deemed to create any such encumbrance, then: (i) this Loan Agreement shall be junior and subordinate and subject in all respects to the terms and conditions of any and all leases, and indentures related to lease revenue bonds issued by the State Public Works Board of the State of California or any other issuer of bonds on behalf of the state concerning the Related Facilities entered into in the past, the present or the future (the “Senior Security Documents”); and (ii) any term or condition of this Loan Agreement relating to any right, title or interest in the Related Facilities or other benefits derived there from shall be in all respects junior and subordinate to, and subject to the terms of, the Senior Security Documents.



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16. Loan Particulars

This table is to be completed by PG&E						
Total Cost	Incentive	Customer Contribution (if applicable)	Loan Balance ¹	Monthly Payment	Term ² (months)	Number of Payments
\$	\$	\$	\$	\$		

Check Made Payable to Contractor **or Customer** [customer to select payment method.
 Note that only one check can be issued]

17. This agreement at all times shall be subject to such modifications as the California Public Utilities Commission may direct from time to time in the exercise of its jurisdiction.

Customer Details

Contractor Details

 Federal Tax ID or Social Security #, Customer

 Federal Tax ID or Social Security #, Contractor

 PG&E Account # / Service Agreement #

 Account Name, Customer

 Name, Contractor

 Service Address, Customer

 Address, Contractor

 Name and Title of Authorized Representative of Customer

 Name and Title of Authorized Representative of Contractor

 Signature of Authorized Representative of Customer

 Date

ACCEPTED: Pacific Gas & Electric Company

 PG&E On-Bill Financing Program Manager

 Date

Address:
 PG&E Integrated Processing Center
 P.O. Box 7265
 San Francisco, CA 94120-7265



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**ATTACHMENT 2
Advice 4200-E**

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Electric Sample Form No. 02-2590
Interim Service Agreement

**Please Refer to Attached
Sample Form**

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INTERIM SERVICE AGREEMENT

This Agreement between _____ (Applicant) and Pacific Gas and Electric Company (PG&E) is to establish and govern the provision of all gas and electric service by PG&E during the time period commencing when a tenant in an individually-metered unit at Applicant's Service Address requests termination of liability for payment of PG&E service, and ending when PG&E establishes service in the name of a new tenant in the same unit. The service provided by PG&E during this time period shall hereinafter be referred to as "Interim Service" at the Applicant's Service Address below:

Check Commodity: GAS _____ ELECTRIC _____ BOTH _____

Please include House number, street, apartment number (if applicable) and city.

Service Address: _____

- 1) Applicant affirms that Applicant is the owner or manager of the property herein referred to as "Applicant's Service Address," where Applicant's Service Address is a property containing separately metered units for lease or rent to third party tenants.
- 2) Whenever a tenant at Applicant's Service Address requests termination of liability for payment for the gas and/or electric service, PG&E will read the meter(s), render a closing bill to the tenant and transfer the account for Interim Service to Applicant. PG&E will send bills for Interim Service, including any applicable minimum charges or service charges, to Applicant at the mailing address shown below.

Applicant's Name _____

Applicant's Mailing Address _____

City, State and Zip Code _____

Please Check Billing preference with multiple Service Addresses:

Individual _____ **Consolidated** _____

If you prefer consolidated billing, please list master account number you want billed _____

- 3) Applicant agrees to be responsible for all bills for Interim Service, including any applicable minimum charges or service charges, for all units within Applicant's Service Addresses.
- 4) Unless otherwise specified by Applicant, electric Interim Service will be automatically assigned and billed to Applicant under the full service option of an applicable electric rate schedule, and/or under an applicable rate schedule under which gas is procured for Applicant by PG&E. Applicant must contact PG&E if Applicant is eligible for and wishes to select a rate schedule option other than the one automatically assigned to an account for Interim Service.
- 5) Nothing in this Agreement prevents Applicant from requesting a rate schedule change for the Interim Service account, at any time during the period of Interim Service. All rate schedule changes will become effective as specified in the applicable rate schedule and in accordance with PG&E's gas and electric Rule 12. If Applicant elects the direct access option for electric Interim Service, Applicant's Electric Service Provider must request direct access service in accordance with electric Rule 22.
- 6) When a closing bill is issued for Interim Service, PG&E may transfer the amount of such bill to one of the Applicant's open PG&E accounts in accordance with the provisions of PG&E's gas and electric Rule 8, Section C.

- 7) Should there be any conflict as to the starting date of a new tenant's responsibility for PG&E service provided at this address, Applicant assumes responsibility for payment of bills until the new tenant establishes service with PG&E. Applicant acknowledges that Applicant has no right to have PG&E retroactively adjust a bill for Interim Service in the event of a delay in establishing PG&E service in a tenant's name.
- 8) Applicant agrees that PG&E shall not be held responsible and will be indemnified by Applicant for any damages resulting from PG&E's failure to perform any part of this agreement. PG&E reserves the right to disconnect services to a tenant for non-payment of electric and/or gas bills in accordance with PG&E's gas and electric rules.
- 9) This agreement may not be assigned, in whole or in part, to another party.
- 10) This agreement may be terminated by either party with 10 days' written notice to the other party. Applicant agrees to provide PG&E with a minimum of 10 days' written notice prior to a change in Applicant's status as owner or manager of Applicant's Service Address. If this Agreement is terminated for any reason, Applicant shall remain responsible for the payment of all charges for Interim Service which were incurred in the exercise of this Agreement.
- 11) Correspondence regarding this Agreement should be sent either by facsimile at (209) 476-7694 or mailed to PG&E at the following address:

*Pacific Gas & Electric Company
Landlord Department
P.O. Box 8329
Stockton, CA 95208*

- 12) This Agreement shall at all times be subject to such changes or modifications by the Public Utilities Commission of the State of California as said Commission may, from time to time, direct in the exercise of its jurisdiction.

Property Owner:

Property Manager (if appropriate):

Signature

Last 4 digits of SSN or Taxpayer ID

Print Name

Print Title

Date

Daytime phone

Cell Phone

E –Mail Address

Signature

Last 4 digits of SSN or Taxpayer ID

Print Name

Print Title

Date

Daytime phone

Cell Phone

E –Mail Address

Attached (if needed):
Additional Service Addresses



Electric Sample Form No. 62-0683
Application for Service -- Residential Single Family Dwelling

(T)

**Please Refer to Attached
Sample Form**

Advice Letter No: 4200-E
Decision No. 11-05-018

Issued by
Brian K. Cherry
Vice President
Regulatory Relations

Date Filed March 14, 2013
Effective March 14, 2013
Resolution No. _____



APPLICATION FOR SERVICE RESIDENTIAL SINGLE FAMILY DWELLING¹

Please complete this application and submit the completed form to PG&E Application for Service at P.O. Box 24047, Fresno, CA 93779-4047. You may also submit applications at <http://www.pge.com/myhome/customerservice/other/newconstruction/> or call 1-877-PGE-SRVC.
*Indicates optional fields.

Project Information

Gas Service Electric Overhead Service Electric Underground Service Date Initial Service Needed _____

Project Address or Lot Number _____ City _____ County _____ Zip _____

Single Family Dwelling Multiple Lots *Assessor's Parcel _____ *Building Permit _____

Nearest Cross Street _____

Applicant / Company Name _____

Individual Partnership Corporation Limited Liability Corporation Governmental Agency Sole Proprietor

Other _____

Day Phone (____) _____ *Cell Phone (____) _____ *Fax (____) _____ *Email address _____
(Correspondence will be sent via e-mail)

Applicant Address _____ City _____ State _____ Zip _____

Contract Information

Legal Name to appear on contract _____

Individual Partnership Corporation Limited Liability Corporation Governmental Agency Sole Proprietor

Other _____

*State of incorporation or LLC _____

Name of person authorized to sign contracts _____ *Title _____
(First Name, Middle Initial, Last Name)

Mailing address for contract _____ City _____ State _____ Zip _____

Representative Information (Party who will relay project information and updates to the PG&E representative)

Name of Representative _____

Day Phone (____) _____ *Cell Phone (____) _____ *Fax (____) _____ *Email address _____

Mailing address _____ City _____ State _____ Zip _____

*Contractor's Name _____ *Contractor's Phone (____) _____

Credit Information (Party responsible for energy use after the meter is installed)

Name/Company Name to appear on bill _____ Day Phone (____) _____ *Evening Phone (____) _____
(First Name, Middle Initial, Last Name)

Individual Partnership Corporation Limited Liability Corporation Governmental Agency Sole Proprietor

Other _____

Mailing address _____ City _____ State _____ Zip _____

*Does the customer currently have service with PG&E? No Yes

APPLICATION FOR SERVICE RESIDENTIAL SINGLE FAMILY DWELLING¹

*If yes, please provide the PG&E Account Number _____

*Do you want the new service included on your existing bill? No Yes

*Desired Electric Rate Schedule _____ *Desired Gas Rate Schedule _____

If you want additional information on rate options or want to request a free rate analysis, visit <http://www.pge.com/myhome/myaccount/rateinfo/> or calling 1-877-PGE-SRVC. If a rate schedule is not selected, PG&E will select an applicable rate schedule.

Application and Design and Installation Options

As an applicant for new gas or electric service, you can choose either PG&E or a qualified contractor to design new gas/electric distribution and/or service facilities. You can also choose either PG&E or a qualified contractor to construct all or a portion of new gas/electric distribution and/or service facilities. PG&E will provide you with a bid for the design and the construction work, to assist you in making a selection. You will then have the opportunity to choose either a qualified contractor to perform the design/or construction work. In accordance with PG&E's filed tariffs, electric trenching, conduits, substructures and gas service trenching are the applicant's responsibility. Once you make a decision about who will perform the work, if you subsequently change your selection, you will be responsible for any re-engineering charges incurred as a result of that change.

You should become familiar with the applicant design installation requirements, including PG&E's Applicant Design Guide and General Terms and Conditions, before you make your selection. For copies of these documents and/or for additional information, visit www.pge.com/newconstruction/processguide/step1/appdes.shtml or request information by calling 1-877-PGE-SRVC.

PG&E must provide project specific information to design contractors. PG&E can provide this information sooner if we know whether or not you are considering using a design contractor to design gas/electric distribution or service facilities.

Providing this information on this Application is voluntary and is not binding. PG&E will provide you with a bid for the design work regardless of whether or not you answer this question now and will not require a final decision from you until later in the process.

Are you currently planning to use a design contractor? No Yes

Construction Information

**Please note if you have selected "Electric Overhead Service" without "Gas Service" all trench related questions become optional fields.

Joint trench drawing to be prepared by: Applicant PG&E Not required

Who will trench and backfill for the distribution facilities? Applicant / Elec PG&E / Elec Date Joint Trench Required _____

Proposed distribution trench occupants or joint pole occupants: (check all that apply) Electric Gas Phone CATV

Other _____

Who will install distribution conduit and substructures? Applicant PG&E

Who will trench and backfill for the service facilities? Applicant / Gas PG&E / Gas Date Joint Trench Required _____

Applicant / Elec PG&E / Elec

Proposed service trench occupants or joint pole occupants: (check all that apply) Electric Gas Phone CATV

Other

Who will install service conduit and substructures? Applicant PG&E

*Transformer type requested: Padmounted Subsurface (additional Special Facilities charges may apply)

Water, sanitary sewer, storm drain, low pressure gas, oil or other fluid carrying piping or facilities or private utilities (e.g. fire alarm, private streetlight systems, private phone, private CATV or gate controllers) are not permitted in a PG&E occupied joint trench.

APPLICATION FOR SERVICE RESIDENTIAL SINGLE FAMILY DWELLING¹

IMPORTANT NOTE: Do NOT install your electric main switch or gas house line until the location is approved by PG&E.

General Construction Information

Include on this application any eligible Rule 20B or Rule 20C conversion work or any eligible relocation work.

Total square footage _____

I am adding load or square footage to an existing residence

Panel Upgrade Relocation

Will any existing PG&E gas or electric facilities require relocation or removal? No Yes Not Sure Date needed _____

*Will temporary electric service be required? No Yes Date needed _____

*Will temporary gas service be required? No Yes Date needed _____

If, yes please complete the following:

*Will Temporary Service power be operated for less than one year? No Yes

*Have you ever completed a temporary power project with us before? No Yes

*Who will trench and backfill for Temporary Service?

Applicant/Gas PG&E/Gas

Applicant/Electric PG&E/Electric

Electric Temporary Services

*Panel, Main Breaker Size _____ amps

*Will Applicant or Contractor Install Pole? No Yes

Gas Temporary Services

*Gas Service Delivery Pressure Requested: ¼ psig other _____

*Number of Meters at each service location? _____

*Total Gas Load _____

IN THE EVENT THAT APPLICANT SHALL MAKE ANY MATERIAL CHANGE EITHER IN THE AMOUNT OR CHARACTER OF THE APPLIANCES OR APPARATUS INSTALLED UPON THE PREMISES TO BE SUPPLIED BY PG&E, INCLUDING PANEL SIZE, APPLICANT SHALL IMMEDIATELY GIVE PG&E WRITTEN NOTICE OF THIS FACT.

Electric Load Information

Main Switch Size (Meter Panel & Service Termination Enclosure) _____ amps

Voltage: (select one) 120/240 Volt, 3-Wire, 1Ø (standard residential service) 120/208 Volt, 3-Wire, 1Ø Other _____

Standard residential loads: (Check all that apply) Is this a seasonal load Yes No

Lighting Electric Oven Electric Range Electric Water Heater (____ kW) Freezer

Dish Washer Laundry Dryer Refrigerator On-Demand Water Heating (____ kW) Outdoor Lighting

Air Conditioning – largest (____ tons) Domestic Water Pump (____ hp) Heat Pump (____ tons)

Air Conditioning - second A/C (____ tons) Locked Rotor (____ amps) Pool / Spa (____ kW)

APPLICATION FOR SERVICE RESIDENTIAL SINGLE FAMILY DWELLING¹

Other electric heat (____ kW)
 NGV Compressor (____ hp)
 Electric Vehicle (____ kW)

Other electric load (specify) _____ Number of meters needed _____

Natural Gas Load Information

If natural gas is not available, will you use propane? No Yes

Gas Service Delivery Pressure Requested: ¼ psig Other (_____ psig)

Check all that apply: (If additional space is required please attach a spreadsheet using same format as below) (MBtu/h = 1,000 BTU/h)

Water Heater (____ MBtu/h)
 Gas Oven (____ MBtu/h)
 Furnace (____ MBtu/h)
 Pool /Spa (____ MBtu/h)

Laundry Dryer (____ MBtu/h)
 Gas Range (____ MBtu/h)
 On-Demand Water Heater (____ MBtu/h)

Other gas load (specify) _____ Number of meters needed _____

Self-Generation and Net Metering Options

If you are planning to install any self generation equipment, photovoltaic, or wind generation, additional applications for interconnection to PG&E's electric system must be submitted and approved by PG&E prior to engineering for your new construction project. The information you provide on your generation interconnection application may affect the final PG&E design for your project.

For information on PG&E's net metering programs, including eligibility guidelines, generation interconnection program application forms, links to the California Public Utilities Commission, Energy Commission and the US Department of Energy, visit www.pge.com/b2b/newgenerator/ or contact PG&E's Generation Interconnection Services at (415) 972-5676.

Are you planning to install any self generation equipment? No Yes

If yes, please provide us with an estimate of the Generation proposed for this project.

Total # of generation units _____ Total output of all generation _____ kW Generation Type _____

Attachment – 2 copies required

- A. Assessors parcel map showing all easements, rights-of-way, property lines, etc.
- B. Detailed site plan showing roads, sidewalks, driveways, location of fire hydrants and other structures, proposed location of gas and electric meters, building elevations, and proposed future improvements. (Meter locations are subject to PG&E approval.)
- C. One copy of the county or city approved plot plan with assigned address is required to establish the PG&E account.
- D. Title 24 Utility Report or building permit.
- E. Copies of all environmental permits and/or conditions of approval.

Applicant is responsible for identifying all environmental requirements within said permits, approvals and/or conditions. For additional information visit <http://www.pge.com/myhome/customerservice/other/newconstruction/>

Agreement to Pay and Signature

I understand that service will be engineered and installed based upon the information provided here. I agree to pay PG&E, on demand, for all work PG&E performs and all costs PG&E incurs for this application for service. PG&E may cancel this Application for Service (a) if the application is incomplete and I do not provide all necessary supporting documents and project data after being notified by PG&E, (b) if I fail to provide an engineering advance within ninety days after one is requested by PG&E, or (c) if PG&E sends a proposed contract and I do not return the contract, with the required payment, within ninety days. If the project is postponed or cancelled, by either party, I will pay PG&E for all such work and costs incurred by PG&E prior to the postponement or cancellation. PG&E's costs may include, for example, labor, material and supplies, (including long lead time materials), transportation, and other direct costs which PG&E allocates to such work. Incomplete information or any changes made at my request during the engineering, or after it is completed, will subject me to additional charges and may delay the establishment of service. I further agree to pay for any damage to new or existing PG&E facilities caused by my contractors or me. Service shall be subject to all of PG&E's applicable tariff schedules on file with and authorized by the California Public Utilities Commission (CPUC) and shall at all times be subject to such changes or modifications as the CPUC may direct from time to time in the exercise of its jurisdiction.

APPLICATION FOR SERVICE RESIDENTIAL SINGLE FAMILY DWELLING¹

I understand that PG&E may require an engineering advance to cover some or all of its costs for project review, design work and cost development in connection with this application for service. I understand that any advance will be based upon current costs and the amount of work anticipated by PG&E based upon the information submitted in this application. I understand that any advance will be credited against the amount I owe, applied to the amount I may owe on the resulting line extension agreement, or refunded to me without interest when PG&E has completed its engineering work or if the project has been cancelled or postponed.

I have read the above information. I understand and agree with the provisions and my responsibilities.

Applicant's Signature _____ Print Name _____ Date _____
First Name, Middle Initial, Last Name



Electric Sample Form No. 62-1509
CARE Program Re-Certification Application -- Residential Single-Family Customers (T)

**Please Refer to Attached
Sample Form**

Advice Letter No: 4200-E
Decision No. 11-05-018

Issued by
Brian K. Cherry
Vice President
Regulatory Relations

Date Filed March 14, 2013
Effective March 14, 2013
Resolution No. _____



1 CUSTOMER INFORMATION • INFORMACIÓN DEL CLIENTE:

Response required: To retain discount, you must confirm continued eligibility.

Telephone • Teléfono: ()

Number of Persons in Household Número de Personas en el Hogar

Adults • Adultos

+ Children (under 18) • Niños (menores de 18)

= Total • Total

Total Gross Annual Household Income (please account for all income from every household members)

Total de ingresos anuales brutos de la unidad familiar (por favor, tenga en cuenta todos los ingresos de todos los miembros de la unidad familiar)

\$.00

Se requiere su respuesta: Para conservar el descuento, debe confirmar que continúa reuniendo los requisitos.

2A HOUSEHOLD INCOME ELIGIBILITY:

CHECK ALL sources of household income. You may be enrolled in either the CARE or FERA Program depending on your household size and income.

- Checkboxes for Pensions, Social Security, SSP or SSDI, etc.

ELEGIBILIDAD DE ACUERDO A LOS INGRESOS EN EL HOGAR:

MARQUE TODAS las fuentes de ingreso de la familia. Usted podría ser inscrito en el programa de CARE o en el programa de FERA dependiendo de cuántas personas vivan en el hogar y el monto de sus ingresos salariales.

- Checkboxes for Pagos de Pensiones, Pagos del Seguro Social, etc.

2B PUBLIC ASSISTANCE PROGRAM ELIGIBILITY:

CHECK ALL programs you or someone in your household participate in.

- Checkboxes for Medicaid/Medi-Cal, Supplemental Security Income, etc.

ELEGIBILIDAD PARA LOS PROGRAMAS DE ASISTENCIA PÚBLICA: MARQUE TODOS los programas que usted o alguien en su hogar están recibiendo.

- Checkboxes for Medicaid/Medi-Cal (menor de 65 años), CalWORKs, etc.

3 DECLARATION: (please read and sign)

I agree to provide proof of household income if asked. I also agree to inform Pacific Gas and Electric Company (PG&E) if my household income no longer qualifies me to receive the discount.

DECLARACIÓN: (por favor lea y firme abajo)

Me comprometo a facilitar pruebas documentales de los ingresos de la unidad familiar en caso de que se me pida. También acepto informar a Pacific Gas and Electric Company si en algún momento mi unidad familiar dejase de reunir los requisitos para recibir el descuento.

X Customer Signature • Firma del Cliente Date • Fecha

Check if you no longer qualify or do not want to participate in the CARE Program. Ya no califico o ya no quiero participar en el Programa CARE.



1 CHI TIẾT VỀ KHÁCH HÀNG • 客戶資料:

Số Trương Mục PG&E • PG&E 帳號:

(Ở trang đầu tiên của hóa đơn PG&E • 帳號位於帳單的第一頁)

Account number input field

Cần phản hồi: Để được giữ giảm giá, quý vị phải tiếp tục xác nhận tình trạng hội đủ điều kiện.

必須回應: 要獲得折扣, 您必須確認仍然具備資格。

Tên Họ • 姓名 () Điện Thoại • 電話

Địa Chỉ Nhà • 家庭住址 Số Chung Cư • 公寓 Thành Phố • 城市 Bưu Chánh • 郵政區號

Số Người Trong Gia Đình • 家庭人數: Người Lớn • 成人 + Trẻ Em (dưới 18 tuổi) • 孩童(18歲以下) =

Tổng Lợi Tức Gia Đình Hàng Năm • 全家年收入總計: (xin quý vị tính tất cả các nguồn lợi tức từ mọi người trong gia đình) • (請計算每位家庭成員的所有收入) \$.00

2A HỘI ĐỦ ĐIỀU KIỆN VỀ LỢI TỨC GIA ĐÌNH:

ĐÁNH DẤU vào tất cả các nguồn lợi tức của gia đình quý vị. Dựa vào số người trong gia đình và lợi tức, quý vị có thể được ghi danh vào chương trình CARE hoặc FERA.

- Checkboxes for various income sources: Tiền Hưu Bổng, Tiền Trợ Cấp An Sinh Xã Hội, SSP, SSDI, etc.

合資格的家庭總收入:

請勾選您家庭收入的全部來源。根據您的家庭總人數和總收入, 您將會被登記入CARE 或FERA 計劃。

- Checkboxes for income sources: 退休金, 安全保險補助金, SSP, SSDI, etc.

2B HỘI ĐỦ ĐIỀU KIỆN VỀ CHƯƠNG TRÌNH TRỢ GIÚP CÔNG CỘNG:

ĐÁNH DẤU tất cả các chương trình mà quý vị hoặc ai đó trong nhà quý vị đang tham gia.

- Checkboxes for public assistance programs: Medicaid/Medi-Cal, Supplemental Security Income (SSI), CalFresh/SNAP, etc.

合資格的公共資助計劃:

勾選您或家中其他人所參與的所有計劃。

- Checkboxes for public assistance programs: Medicaid/Medi-Cal, Supplemental Security Income (SSI), CalFresh/SNAP, etc.

3 CAM ĐOAN: (xin đọc và ký tên)

Tôi đồng ý cung cấp chứng minh lợi tức gia đình nếu được yêu cầu. Tôi cũng đồng ý thông báo cho Pacific Gas and Electric Company (PG&E) biết nếu lợi tức gia đình của tôi không còn hội đủ điều kiện để được giảm giá.

聲明: (請閱讀, 然後在下面簽字)

如果有需要, 本人同意提供家庭收入證明。本人亦同意, 如果我的家庭收入不再有資格享受折扣時, 本人會立即通知Pacific Gas and Electric Company (PG&E)。

Chữ Ký Khách Hàng • 客戶簽名 () Tô đậm vòng nếu là người giám hộ hay người đại diện pháp lý Ngày • 日期

Xin đánh dấu vào ô trống nếu quý vị không còn hội đủ tiêu chuẩn hoặc không muốn tham gia vào chương trình CARE 請打勾號如果您不再符合資格或沒有意願參加CARE計劃



Electric Sample Form No. 79-759
Supplemental Agreement for As-Available Capacity

**Please Refer to Attached
Sample Form**

Advice Letter No: 4200-E
Decision No. 11-05-018

Issued by
Brian K. Cherry
Vice President
Regulatory Relations

Date Filed March 14, 2013
Effective March 14, 2013
Resolution No. _____



SUPPLEMENTAL AGREEMENT FOR AS-AVAILABLE CAPACITY

DISTRIBUTION

- Applicant
- Division
- ES&S
- _____

REFERENCES

- _____
- _____
- _____
- _____

This supplemental agreement is made between _____ (Applicant), and PACIFIC GAS AND ELECTRIC COMPANY (PG&E), a California Corporation, and shall be made part of the _____ (Agreement), dated _____ between these two parties.

RECITALS:

Applicant recognizes that PG&E is required by its California Public Utilities Commission (Commission) authorized tariffs to design its gas and electric facilities to provide adequate capacity to meet the maximum demands of Applicant's loads during normal, non-emergency, conditions. It is also understood that to achieve this degree of service reliability at Applicant's business facility, which is located at _____ (Site), reinforcement work must be done to PG&E's existing system at a substantial cost to both parties. Therefore, PG&E and Applicant agree as follows:

AGREEMENT:

1. In lieu of reinforcing PG&E's existing system to fully accommodate loads at Site, Applicant agrees to accept a lower level of service reliability than would normally be available if PG&E's design criteria was met. This decreased reliability may manifest itself through the curtailment or interruption of gas or electric supply to the Applicant.
2. PG&E's ability to serve Applicant's load will be determined by Equipment which, at all times, will limit the gas or electric demand supplied to the Site to the capacity immediately available on PG&E's system. Equipment will be installed at Applicant's expense and as a special facility (Form 79-255). PG&E system conditions that will cause the Equipment to operate are set forth as follows:

Applicant may be subject to additional curtailments as provided by PG&E's gas and electric Rule 14 and Agreement.

3. Applicant understands that all of the conditions and provisions specified in other agreements with PG&E remain in effect and that interruption or curtailment, due to the presence of the Equipment, does not excuse any of the charges associated with their applicable rate schedules.
4. Applicant agrees that PG&E is not liable for any physical damage or property damage caused by the presence or operation of the Equipment.
5. Termination of either this supplemental agreement or the original Agreement shall constitute the termination of both, with Applicant being subject to any applicable minimum or termination charges as specified in the tariffs or Agreement.



SUPPLEMENTAL AGREEMENT FOR AS AVAILABLE CAPACITY

6. Applicant may assign this supplemental agreement, only if PG&E consents in writing and the assignee agrees in writing to the conditions herein, and assignment occurs in conjunction with assignment of Agreement.
7. This supplemental agreement shall be subject to all of PG&E's applicable tariff schedules on file and authorized by the Commission and shall at all times be subject to such changes or modifications as the Commission may direct from time to time in the exercise of its jurisdiction.

Executed this _____ day of _____, 20____.

BY:

FOR:

(Applicant)

PACIFIC GAS AND ELECTRIC COMPANY

(Signature)

(Signature)

(Print or Type Name)

(Print or Type Name)

(Title)

(Title)



Electric Sample Form No. 79-800
Discontinuance of Service Notice

(D)

**Please Refer to Attached
Sample Form**

Advice Letter No: 4200-E
Decision No. 11-05-018

Issued by
Brian K. Cherry
Vice President
Regulatory Relations

Date Filed March 14, 2013
Effective March 14, 2013
Resolution No. _____



DISCONTINUANCE OF SERVICE NOTICE

We will be discontinuing your Electric/Gas Service unless we receive your payment soon.

Street Address

Date _____

City, State, Zip Code

____ Gas Service ____ Electric Service

This is to inform tenant(s) at the above address that the referenced utility service(s)____ to the above premise will be discontinued for nonpayment of bills unless payment of the full amount owing is received on or before _____, 20__, from your landlord, premise owner, or other person or entity responsible for payment of your utility services. The responsible party has been notified that payments are past due.

If the person or entity responsible for such payments does not pay the utility bill(s) owing by the above date, California Public Utilities Code Sections 777 and 777.1 allow tenant(s) to assume responsibility for **future** bills and deduct payment(s) for such utility service from their rental payments. Tenants are not responsible for any past payments due on the delinquent account. Those payments remain the sole responsibility of the person or entity responsible for payment of utility services.

Tenants may join together for the purpose of paying future bills directly to PG&E. Or, if service is supplied through a single meter, tenants can agree to assume individual or joint responsibility for the bills. The estimated average bill for the ____individual or ____combined master-metered account(s) is \$_____ per month.

PG&E urges that **immediate steps** be taken to prevent discontinuance of service on the date specified above. To become a PG&E customer, please call PG&E toll free at: 1-800-743-5000, or write to:

PG&E Customer Services

****IMPORTANT**** In order to avoid discontinuance of service, and for a tenant(s) to assume payment responsibility for their utility bill, the tenant(s) must establish credit satisfactory to PG&E.

If you have legal questions or concerns, please contact the local bar association at (____) _____ or write to:

Bar Association of _____



Electric Sample Form No. 79-937
Assignment Agreement

**Please Refer to Attached
Sample Form**

Advice Letter No: 4200-E
Decision No. 11-05-018

Issued by
Brian K. Cherry
Vice President
Regulatory Relations

Date Filed March 14, 2013
Effective March 14, 2013
Resolution No. _____



ASSIGNMENT AGREEMENT

DISTRIBUTION

- Assignor)
- Assignee
- Division
- Accounting
- _____

REFERENCES

MLX#: _____

_____ (Assignor),

the _____ referred to in that certain agreement(s) dated
 _____ (Applicant, customer, subdivider, etc.)

_____ with **PACIFIC GAS AND ELECTRIC COMPANY (PG&E)**, a copy of which
 is attached hereto, relating to the _____

_____ (Describe work or service performed)

at or near _____, County of _____, California,
 and _____ (Assignee), agree as follows:

Check and complete one of the following applicable conditions:

Assignor assigns to Assignee effective _____, all of Assignor's rights in and under said agreement and delegates to Assignee all of Assignor's duties and obligations of the agreement. Assignee hereby accepts this assignment and agrees to assume all of Assignor's duties and obligations in and under said agreement. This assignment includes, but is not limited to, all of Assignor's rights to any applicable refunds of the Advanced specified in the agreement, less any charges which are due or may become due under the terms of the agreement.

Assignor hereby assigns effective _____ to Assignee all of Assignor's rights to any refunds of the advance specified in Section _____ of such agreement less any cost-of-ownership charges which are due or may become due under the terms of the agreement. The current unrefunded balance is \$ _____, which may become payable under such agreement. The payment of any such adjusted refunds by PG&E shall be made to Assignee. All other provisions of such agreement shall remain in full force and effect between Assignor and PG&E.

Executed on: _____, 20 ____

Executed on: _____, 20 ____

at _____

at _____

 Assignor

 Assignee

By: _____
 Its:

By: _____
 Its:

Pacific Gas and Electric Company hereby consents to the foregoing assignment.

Dated _____, 20 ____

PACIFIC GAS AND ELECTRIC COMPANY

BY: _____
 Its:



Electric Sample Form No. 79-966
Agreement for Schedule E-OBMC

Please Refer to Attached
Sample Form

Advice Letter No: 4200-E
Decision No. 11-05-018

Issued by
Brian K. Cherry
Vice President
Regulatory Relations

Date Filed March 14, 2013
Effective March 14, 2013
Resolution No. _____



AGREEMENT FOR SCHEDULE E-OBMC

DISTRIBUTION

- Customer
- Division
- Customer Acct
- Electric Supply
- _____

REFERENCES

- SA#: _____
- Premises #: _____
- Acct Rep: _____
- Rep Ph.#: _____
- Circuit # _____

_____, a(n) _____ (Applicant), and Pacific Gas and Electric Company, a California Corporation (the Company), hereby agree to the following supplemental terms and conditions:

1. **RATE SCHEDULE:** Applicant must qualify for and receive service to Applicant's premises under an applicable PG&E Rate Schedule. Additionally, Applicant is subject to the provisions of Schedule E-OBMC, which is attached hereto and made a part hereof as Attachment A and any other applicable Company Electric Rate Schedule(s).
2. **PLAN OPERATION:** Applicant agrees to operate its Optional Binding Mandatory Curtailment (OBMC) Plan upon each and every notice from the Company for the entire duration of the Rotating Outage (RO).
3. **APPLICANT RESPONSIBILITIES:** Upon notice from the Company, Applicant is responsible to reduce its load such that the load on the entire circuit or dedicated substation serving the Applicant is at or below the required Maximum Load Level (MLL). Load reductions must be achieved as quickly as possible but no later than 15 minutes after the Applicant receives notification from PG&E. If Applicant's OBMC Plan is submitted for a group of customers on a particular circuit, Applicant is the lead customer for the OBMC Plan and shall guarantee the load reductions required to reach the MLLs and pay for all non-compliance penalties. Applicant is responsible to work and coordinate with the non-lead customer(s) on its circuit and represent the non-lead customers for the purposes of the OBMC Plan.
4. **PARTICIPATION IN OTHER PG&E DEMAND RESPONSE PROGRAMS:** Applicant may participate in another demand response program as specified in Schedule E-OBMC.
5. **OBMC PLAN NOT A GUARANTEE:** An OBMC Plan is not a guarantee against Applicant being subject to a rotating outage. Daily and emergency switching may cause the circuit to become subject to rotating outages. Applicant may not receive advance notice from the Company of such a rotating outage. Additionally, an OBMC Plan is applicable only to electrical emergencies requiring a rotating outage and it does not prevent Applicant from being subject to outages caused by other load shedding schemes.

PG&E will make reasonable efforts to notify Applicant of circuit changes other than short-term or emergency circuit changes.

Pursuant to Electric Rule 14, the Company does not guarantee continuity or sufficiency of supply and will not be liable for interruption or shortage or insufficiency of supply.

6. **CIRCUIT AGGREGATION:** Applicant may aggregate the load of two circuits for the purposes of participating in the OBMC program if Applicant has a single tax payer identification number and provided: (a) Applicant is the lead customer for both circuits; (b) Applicant has the ability to achieve required load reductions on the total load for the circuits; (c) Applicant agrees to achieve required load reductions on individual circuits subject to the aggregation as required by PG&E or the CAISO in response to geographic area constraints; and (d) Applicant commits that it has not, and will not, receive any payment from any customer on any OBMC circuit for any action related to the OBMC program. All provisions of this agreement and Schedule E-OBMC applicable to individual OBMC plans shall apply to the aggregated OBMC plan.
7. **ANNUAL REVIEW:** Applicant must update the OBMC Plan by March 15 of each year and confirm with the Company any changes to the previous version. Should Applicant fail to update the OBMC Plan by March 15 this agreement will be terminated.

AGREEMENT FOR SCHEDULE E-OBMC

8. PARTICIPATION IN OBMC PLAN: The Applicant's OBMC Plan may become invalid over time due to circuit rearrangements or load additions, which result in the MLLs becoming unachievable. Therefore, the Applicant is not guaranteed the ability to participate in an OBMC Plan.
9. APPLICANT INFORMATION: Applicant's OBMC Plan must include the minimum information contained in the OBMC Plan Template, which is attached hereto as Appendix A. Applicant's OBMC plan must include the Applicant's name, PG&E account number, electric rate schedule, service address, mailing address, and contact information including contact name, e-mail address, and alphanumeric pager and facsimile numbers. Applicant's OBMC Plan must also include non-lead customer information including name(s), PG&E account number(s), service address(es), mailing address(es) and contact information.

The Applicant's OBMC Plan shall include Applicant's load reduction plan that has been reviewed and approved by the Company. The load reduction plan shall indicate the specific quantifiable measures to be used by the Applicant and non-lead customers to reduce load to or below each MLL. The load reduction plan must include the load reduction measures to be utilized during different time periods of the year to achieve the required load reductions when seasonal load profile changes occur. Applicant is responsible for preparing and maintaining the load reduction plan.

10. BASELINE LOAD: The baseline load for the dedicated substation or PG&E circuit that provides service to the customer(s) is equal to the average recorded hourly usage amount (if available) for the same hours as the OBMC operation hours on the immediate past ten (10) similar days, either business days or weekends and holidays, excluding days when the customer was paid to reduce load under another PG&E demand response program and days when the OBMC program operated. See Schedule E-OBMC for further details. Each calendar year the Applicant may exclude the following periods from the 10-day baseline: (a) a period of 15 calendar days designated in advance both for ramp-up and ramp-down of operations during which period the baseline will be the hourly average circuit load for the most recent prior day; (b) up to 10 days as determined by the Applicant and designated in advance to accommodate conditions in the Applicant's operations that affect the 10-day baseline; and (c) up to two days as determined by the Applicant where unplanned outages or other events cause the circuit load to deviate substantially from normal conditions. The Applicant shall provide a minimum of 10 calendar days prior notice to PG&E when exercising option (a); a minimum of 7 calendar days prior notice to PG&E when exercising option (b); and notice to PG&E within one calendar day after the outage or event when exercising option (c). Applicant requests for the above exclusions must be received by PG&E in written or email format within the specified time frames or the requested exclusion will not be allowed. If Applicant requests an operation ramp-up period under option (a) above Applicant must also specify a commensurate operation ramp-down period occurring within one year of the ramp-up period. The 10-day baseline following the ramp-down period must be reduced a minimum of 25% from the 10-day baseline immediately prior to the ramp-down period. If Applicant fails to achieve a 25% reduction in the 10-day baseline following a ramp-down period Applicant will not be allowed future operation ramp-up periods for two years following the ramp-up period.
11. MAXIMUM LOAD LEVELS: Maximum Load Levels (MLLs) are established by the Company corresponding to each of the 5, 10, and 15 percent load reduction levels.

The MLL for the 5 percent load reduction is equal to the product of the baseline times 0.95.

The MLL for the 10 percent load reduction is equal to the product of the baseline times 0.90.

The MLL for the 15 percent load reduction is equal to the product of the baseline times 0.85.

12. MEASURING EQUIPMENT TO VERIFY COMPLIANCE: Where the Applicant is on a dedicated circuit, compliance shall be determined from a telephone accessible electric revenue interval meter. Direct Access Applicants are required to allow the Company telephone access to its electric revenue meter for the purposes of determining OBMC operation compliance. Where the

existing meter is non-interval or is not compatible with the Company's current telephone based meter reading systems, the customer is required to pay for the installation of an interval meter or other required equipment. For bundled service applicants, or direct access applicants who elect to have the Company install the equipment, Electric Rule 2 shall apply. Where a meter is not currently being read via telephone, the Applicant shall coordinate and pay for the installation, and pay all ongoing costs of such necessary telephone equipment and service. The OBMC Plan shall not be approved by the Company until such metering has been installed and the data is able to be collected via telephone or until the Company is able to access the customer-owned meter.

Where the Applicant is served from a PG&E or Applicant owned substation, or is not on a dedicated circuit, or if the OBMC Plan includes a group of customers, compliance for the circuit or dedicated substation shall be determined from electronic recording equipment located in the PG&E substation. Where the circuit does not have electronic recording equipment to monitor its loads, the Applicant shall pay for the installation of the equipment as Special Facilities pursuant to Electric Rule 2. The OBMC Plan shall not be approved by the Company until such electronic recording equipment has been installed, made operational and the recorded load data accessible via telephone.

13. **FAILURE TO COMPLY AND NON-COMPLIANCE PENALTIES:** Failure to meet the MLLs established by an OBMC Plan within 15 minutes of notification by the Company shall result in a non-compliance penalty for the Applicant. The non-compliance penalty shall be equal to \$6.00 per KWH times the average total load on the applicable circuit less the required MLL, as measured during each half-hour of the RO. Failure to pay these penalties may result in termination of electric service pursuant to Electric Rule 11. The Company shall, without liability, terminate any OBMC Plan immediately for failure to reduce circuit load levels to within five (5) percent of the required load reduction for the entire duration of the RO for a second time during a twelve (12) month period. Such termination shall occur if the Applicant and non-lead customers bound by the OBMC Plan have not met or are unable to meet the load relief criteria specified therein. If an OBMC Plan is terminated for non-compliance, participants in the plan shall not be permitted to participate in an OBMC Plan for a period of five (5) years from the date of termination.
14. **TERM OF AGREEMENT AND TERMINATION OF AGREEMENT:** This OBMC Agreement shall have an initial term of one (1) year but may be extended from year to year, after annual review, with the written approval of the Company. The annual term shall commence upon the effective start date specified in the Company approval letter.

Except as specified in Section 13 above, the Applicant or the Company may terminate the OBMC Plan upon thirty (30) days' written notice prior to the end of the agreement term. If the Applicant or the Company terminates the OBMC Plan, the Applicant shall not be party to a subsequent OBMC Plan for a period of at least twelve (12) months. Upon termination, regardless of the cause, the circuit will be assigned a Rotating Outage Block (ROB), which may or may not be the same as when the OBMC Plan was initiated.

15. **INSTALLATION OF FACILITIES:** Applicant hereby grants to the Company permission to furnish, install, operate and maintain upon the property of Applicant, such facilities as the Company deems necessary for its performance under this Agreement including any work incident to rendering service under this Agreement. All facilities installed pursuant to this license shall be and remain the property of the Company. This license shall expire coincident with the expiration or termination of this Agreement and the Company shall have a reasonable period of time to remove facilities installed pursuant to this Agreement and license.
16. **INDEMNIFICATION:** The Applicant shall indemnify and hold harmless the Company against any and all claims or liabilities for losses, expenses, damage to property, injury to or death of any person or any other liability incurred by the Company, including reasonable expenses, legal and otherwise, caused wholly or in part by modifications to the OBMC program, circuit configuration,



AGREEMENT FOR SCHEDULE E-OBMC

circuit loading, or operational conditions associated with rotating outages or other circuit outages or interruptions. This indemnification shall only be inapplicable where the loss, damage, injury, or expense arises out of the sole negligence or willful misconduct of the Company.

- 17. **ASSIGNMENT:** Applicant may assign this Agreement only if the Company consents in writing and only if the party to whom the Agreement is assigned is otherwise eligible to take service under Schedule OBMC and agrees in writing to perform the obligations of Applicant hereunder and to be bound by this Agreement in all respects.
- 18. **COMMISSION JURISDICTION:** This Agreement shall be subject to all of the Company's tariff schedules on file with and authorized by the California Public Utilities Commission (Commission) and shall at all times be subject to such changes or modifications as the Commission may direct from time to time in the exercise of its jurisdiction.

Executed this ____ day of _____, 20__.

PACIFIC GAS AND ELECTRIC COMPANY

(Applicant)

(Signature)

(Type/Print Name)

(Title)

(Date)

(Signature)

(Type/Print Name)

(Title)

(Date)

Attachment A: Schedule E-OBMC - Optional Binding Mandatory Curtailment Plan

Appendix A: Optional Binding Mandatory Curtailment Plan Template



AGREEMENT FOR SCHEDULE E-OBMC Appendix A

Appendix A

Agreement for Schedule OBMC

Optional Binding Mandatory Curtailment Plan Template

1. LEAD CUSTOMER INFORMATION:

- Name of customer: _____
- PG&E Account Number: _____
- Electric rate schedule: _____
- Service address: _____
- Mailing address: _____
- E-mail address: _____
- Contact information (Note: contact must have backup coverage plans to ensure continuous ability to be contacted at the numbers listed below):
 - Name of primary contact: _____
 - Primary contact telephone number: _____
 - Alpha-numeric pager address: _____
 - Facsimile number: _____
 - Name of secondary contact: _____
 - Secondary contact telephone number: _____
 - Alpha-numeric pager address: _____

2. NON-LEAD CUSTOMER INFORMATION (if applicable):

- Name of customer no. 2: _____
- PG&E Account Number: _____
- Service address: _____
- Mailing address: _____
- E-mail address: _____
- Contact information:
 - Telephone number: _____
 - Alpha-numeric pager address: _____
 - Facsimile number: _____
- Name of customer no. 3: _____
- PG&E Account Number: _____
- Service address: _____
- Mailing address: _____
- E-mail address: _____
- Contact information:
 - Telephone number: _____
 - Facsimile number: _____

AGREEMENT FOR SCHEDULE E-OBMC Appendix A

Appendix A (Continued)

3. CUSTOMER LOAD REDUCTION PLAN:

List the specific quantifiable measures to be used to reduce load to or below each MLL during the specified season, time of year, production cycle, etc.: _____

MLL	Curtailment Measures:	Load Reduction Achievable for each Curtailment Measure, MW
5%		
10%		
15%		

List the specific quantifiable measures to be used to reduce load to or below each MLL during the specified season, time of year, production cycle, etc.: _____

MLL	Curtailment Measures:	Load Reduction Achievable for each Curtailment Measure, MW
5%		
10%		
15%		

4. Specify the metering equipment (e.g. telephone accessible PG&E interval meter) that will be used to verify load reductions: _____



Electric Sample Form No. 79-972A
Attachment A to Agreement for Unmetered Services, Form 79-972

(T)

**Please Refer to Attached
Sample Form**

Advice Letter No: 4200-E
Decision No. 11-05-018

Issued by
Brian K. Cherry
Vice President
Regulatory Relations

Date Filed March 14, 2013
Effective March 14, 2013
Resolution No. _____



DISTRIBUTION:	REFERENCES:
<input type="checkbox"/> Billing Revenue and Records (Original)	Date of Agreement: _____
<input type="checkbox"/> Service Planning (Copy)	Date of Attachment: _____
<input type="checkbox"/> Customer (Copy)	PM #: _____
	SA #: _____

Attachment A to Agreement for Unmetered Services, Form 79-972*

Applicant: _____
 Address: _____
 Billing Name: _____
 Address (if different from mailing): _____

Equipment billing information (to be completed by Pacific Gas and Electric Company)

Manufacturer/model or series _____

Equipment type* _____

**Use only one Attachment A per Equipment type*

Basic calculation for monthly kiloWatt hours (kWh) rounded to the nearest whole kWh for billing.

$((\text{Nominal voltage} \times \text{Amps}) / 1000) \times \text{hours of operation}$

Use 731 hours for 24 hour load, or 335 hours for 11 hour photo controlled load.

Adjust Amps as needed when Average Documented Consumption is used in place of full rated amps for proper kWh billing.

Rate schedule	Nominal volts	Amps	Operating hours	kWh/Mo billing
A1				0

Applicant must provide the following:

- Equipment model, type and unit identification number
- Input ratings in amps, nominal volts or documented average consumption
- Description of apparatus, if any, which controls hours of equipment operation, photo control or other operating characteristics including range of efficiency rating, selectable range of voltages, and any other information deemed necessary by Pacific Gas and Electric Company to accurately establish billing amounts.

Additional documentation and attachments as required by Pacific Gas and Electric Company:

- Pursuant to paragraphs 2a and 4 of the Agreement, for billing reporting, information required includes, but is not limited to:
- Equipment location (e.g., Street light number, GPS coordinate or other acceptable identification)
- Notification of tax exemptions which apply to the provisions of service under this Agreement

Provide the following when requesting service through Pacific Gas and Electric Company local offices

- A copy of the Agreement and Attachments for Unmetered Services
- Necessary information to complete an Electric Rule 3 request for service if required.

* "Automated Document, Preliminary Statement, Part A".



Electric Sample Form No. 79-972B
Attachment B to Unmetered Agreement for Electric Service, Form 79-972

(T)

**Please Refer to Attached
Sample Form**

Advice Letter No: 4200-E
Decision No. 11-05-018

Issued by
Brian K. Cherry
Vice President
Regulatory Relations

Date Filed March 14, 2013
Effective March 14, 2013
Resolution No. _____



Electric Sample Form No. 79-1003
Statement of Applicant's Contract Anticipated Costs

**Please Refer to Attached
Sample Form**

Advice Letter No: 4200-E
Decision No. 11-05-018

Issued by
Brian K. Cherry
Vice President
Regulatory Relations

Date Filed March 14, 2013
Effective March 14, 2013
Resolution No. _____



STATEMENT OF APPLICANT'S CONTRACT ANTICIPATED COSTS*

Project Name: _____

Project Location: _____

Notification Number: _____

PM Number(s): (Gas) _____ **(Electric)** _____

APPLICANT COSTS

The following statement must only include the contracted anticipated installed costs of facilities installed by the Applicant that are refundable and that are PG&E's responsibility under its tariffs.

The costs provided by the Applicant must be taken from the Applicant's contract with its contractor. If the Applicant will be performing the work itself, the Applicant must also complete and sign this form.

The Applicant's statement of costs will be compared with PG&E's estimated installed costs of the same facilities, the lower of which will be used to determine the amount subject to allowances and refunds in accordance with the provisions of PG&E's Gas and Electric Rules 15 and 16.

If the Applicant chooses not to provide its costs, it must complete the last section of this form. Until the Applicant either provides the refundable cost from its contract with its contractor (or its own cost, if applicable), or returns this form indicating that it will not do so, PG&E will not proceed with any work on the Applicant's project.

GAS

ELECTRIC

Residential Service Facilities:

Residential Service Facilities

Applicant: \$ _____

Applicant: \$ _____

PG&E: \$ _____

PG&E \$ _____

Number of gas services: _____ **stubs:** _____

Number of electric services: _____

- ◆ Applicant's statement of costs include: overhead or underground service conductors, poles, service transformers, connection fittings, service pipe, valves, service connections, and other PG&E-owned service equipment, as detailed in Gas and Electric Rule 16.
- ◆ Applicant's statement of costs DOES NOT include: inspection fees, nonresidential service costs, regulators, or PG&E-owned metering equipment.



STATEMENT OF APPLICANT'S CONTRACT ANTICIPATED COSTS*

GAS

Gas Distribution Facilities
and Non-Residential Services

Applicant: \$ _____

PG&E: \$ _____

ELECTRIC

Electric Distribution Facilities
and Non-Residential Services.

Applicant: \$ _____

PG&E \$ _____

GAS DISTRIBUTION TRENCH

Applicant: \$ _____

PG&E: \$ _____

- ◆ Applicant's statement of costs include: cables, switches, transformers, distribution main, valves, regulators, nonresidential service costs, and other distribution facilities required to complete the distribution line extension, as detailed in Gas and Electric Rule 15 as PG&E's responsibility.
- ◆ Applicant's statement of costs DOES NOT include: inspection fees, tie-in of system by PG&E, distribution substructures, electric trench, conduits, feeder conduits, or protective structures, as detailed in Gas and Electric Rule 15.

I declare under penalty of perjury that the foregoing is true and correct.

APPLICANT'S ELECTION NOT TO PROVIDE COSTS: (if this option selected, box must be checked)

I choose not to provide to the utility my refundable costs for this project as taken from my contract with my contractor, or as performed by myself, and acknowledge that PG&E will use its estimate of the refundable costs for this project in the contract between it and me.

Executed on _____ at _____, California.
(Date) (City)

By:
Print Applicant Name: _____
Signed: _____
Title: _____

*Automated Document, Preliminary Statement, Part A.



Electric Sample Form No. 79-1075
Notice to Add or Delete Customers Participating in the Capacity Bidding Program

**Please Refer to Attached
Sample Form**

Advice Letter No: 4200-E
Decision No. 11-05-018

Issued by
Brian K. Cherry
Vice President
Regulatory Relations

Date Filed March 14, 2013
Effective March 14, 2013
Resolution No. _____



NOTICE TO ADD OR DELETE CUSTOMERS PARTICIPATING IN THE CAPACITY BIDDING PROGRAM

Instructions: Aggregators and Customers use this notice to officially notify Pacific Gas and Electric Company (PG&E) of your intent to add or delete PG&E customers from the Aggregator's CBP portfolio. Send the completed notice to PG&E's Demand Response Program Department by U.S. mail or fax; however, the original must be mailed as soon as possible if the notice was faxed.

Fax to: Pacific Gas and Electric Company
Demand Response Program Department
Attn: CBP Manager
FAX: 415-973-4177

Mail signed original to: Pacific Gas and Electric Company
Demand Response Program Department
Attn: CBP Manager
245 Market Street, N3E
San Francisco, CA 94105

PG&E may verify the information on this notice with the Customer.

Aggregator Company Name:		Aggregator Code:	
--------------------------	--	------------------	--

This notice adds or deletes a customer's Service Agreements from the Aggregator's CBP portfolio. PG&E will review and approve each Service Agreement to be added to determine if it meets the minimum requirements as specified in Schedule E-CBP. PG&E must approve each Service Agreement before the Service Agreement can be included in an Aggregator's portfolio. Additions to the portfolio will be effective upon PG&E's approval date. Deletions from the portfolio will be effective at the end of the current calendar month in which this notice is received provided PG&E receives this notice at least 15 calendar days prior to the end of the current month.

By signing this notice, Aggregator and Customer understand that the Aggregator has the authority to act on behalf of the Customer in connection with the CBP for the Customer's Service Agreements shown below. Such authority is subject to the applicable terms and conditions of Schedule E-CBP and the Agreement For Aggregators Participating In The Capacity Bidding Program (Form 79-1076).

Customer designates the above-named Aggregator to act on its behalf as its Aggregator pursuant to Schedule E-CBP for all purposes, including, but not limited to, the receipt of payments, the payment of penalties, if any, and the receipt of all notices sent by PG&E under the E-CBP program.

Customer understands that PG&E will provide its electric usage and electric meter data for the Service Agreements to Aggregator so Aggregator can determine the payment payable to and penalties chargeable to Customer under Schedule E-CBP. Customer also agrees to allow personnel from the California Energy Commission (CEC), PG&E, and their contracting agents, reasonable access to conduct a site visit for measurement and evaluation, access to the Customer's interval meter data, and agree to complete any surveys needed to enhance this program.

Customer acknowledges that Aggregator is not PG&E's agent for any purpose. PG&E shall not be liable to the Customer for any damages resulting from any acts, omissions, or representations made by Aggregator in connection with Aggregator's solicitation of Customer or with the Aggregator's performance any of its functions in the CBP. PG&E shall not be liable to Customer for any damages caused to the Customer by any failure by Aggregator to comply with PG&E's tariffs or for any damages caused by Aggregator's failure to perform any commitment to the Customer.

Customer Name:		Aggregator Name	
Title:		Title	
Signature:		Signature:	
Date:		Date:	

Notice by Aggregator to Add/Delete Customers

(Please Print or Type Clearly)

Aggregator Name: _____

	Add/ Delete	Customer Site Name	PG&E Service Agreement Number	Electric Meter Number	Service Address and City
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					
11.					
12.					
13.					
14.					
15.					
16.					
17.					
18.					
19.					
20.					



Electric Sample Form No. 79-1076
Agreement for Aggregators Participating in the Capacity Bidding Program

**Please Refer to Attached
Sample Form**

Advice Letter No: 4200-E
Decision No. 11-05-018

Issued by
Brian K. Cherry
Vice President
Regulatory Relations

Date Filed March 14, 2013
Effective March 14, 2013
Resolution No. _____

AGREEMENT FOR AGGREGATORS PARTICIPATING IN THE CAPACITY BIDDING PROGRAM

This Agreement (Agreement) for Aggregators participating in the Capacity Bidding Program (CBP) is entered into by and between Pacific Gas and Electric Company (PG&E), a California corporation, and _____ (Aggregator), a _____ . PG&E and Aggregator may sometimes be referred to herein as a “Party” and collectively as the “Parties”.

WHEREAS, the California Public Utilities Commission (CPUC) has authorized the CBP, a capacity bidding program as set forth in PG&E’s Schedule E-CBP, (Schedule E-CBP), which is attached hereto as **Attachment A** and incorporated herein by this reference, whereby PG&E pays eligible Aggregators for participating in the CBP; and

WHEREAS, the CPUC has authorized the participation of Aggregators in the CBP, and Aggregator desires to participate in the CBP subject to the applicable PG&E tariff rules and rate schedules.

NOW, THEREFORE, in consideration of the mutual undertakings set forth below, the Parties agree as follows:

I. AGGREGATOR’S OBLIGATIONS

A. Status; Subject to Applicable PG&E Tariffs. Aggregator’s status in the CBP shall be as an “Aggregator” under Schedule E-CBP. Aggregator shall be subject to all applicable tariff rules and regulations (which rules and regulations are hereby incorporated herein as an integral part of this Agreement), including, but not limited to, the rates, terms and conditions set forth in Schedule E-CBP, as such rules and regulations may be amended from time to time.

B. Representation of Customers. Aggregator shall represent those customers in PG&E’s electric service territory eligible to participate in the CBP, who have elected to participate through Aggregator with respect to such customer’s service agreement(s), by having appropriate contractual or other arrangements with each such eligible customer whereby such customer authorizes Aggregator, as its representative, to receive payments and to pay penalty charges on behalf of such customer in connection with the customer’s participation, through Aggregator, in the CBP. Aggregator shall be solely responsible for having the appropriate contractual or other arrangements with each customer whom Aggregator represents in the CBP. PG&E shall not be responsible for monitoring, auditing, reviewing or enforcing such arrangements. Aggregator acknowledges and agrees that, in its representation of PG&E customers for the CBP, Aggregator is subject to the terms and conditions of Schedule E-CBP and this Agreement.

C. Aggregator Service Establishment. Aggregator must submit an executed Agreement for Aggregators Participating in the CBP. The Agreement becomes effective upon execution by PG&E.

D. Required Notice to Add or Delete Customers. Once Aggregator has entered into the appropriate contractual or other arrangements with each customer whom Aggregator represents in the CBP, Aggregator shall deliver to PG&E a “Notice to Add or Delete Customers Participating in the Capacity Bidding Program” in the form attached hereto as **Attachment B**, adding such customer’s service

AGREEMENT FOR AGGREGATORS PARTICIPATING IN THE CAPACITY BIDDING PROGRAM

agreement(s) to Aggregator's portfolio. The Notice shall be executed by the Aggregator and each affected customer. Aggregator shall notify PG&E that it has dropped a customer service agreement from its portfolio by delivering to PG&E a "Notice to Add or Delete Customers Participating in the Capacity Bidding Program" signed by customer and Aggregator. Aggregator shall deliver such Notices to PG&E as specified in the Notice.

PG&E must approve each Service Agreement before the Service Agreement can be included in the Aggregator's portfolio. Additions to and deletions from the Aggregator's portfolio will be effective as specified in the E-CBP Tariff and the Notice.

E. Ensure Necessary Arrangements with Scheduling Coordinators for Direct Access and CCA Service Customers. See Schedule E-CBP

F. Secure Customer Participation in Measurement and Evaluation Activities. Aggregator shall agree, and shall cause each customer whom Aggregator represents on the CBP to agree, to (i) allow personnel from the California Energy Commission, PG&E, and their contracting agents reasonable access to customer's facilities to conduct a site visit for measurement and evaluation of activities related to the CBP; and (ii) participate in and complete any surveys needed to enhance the CBP. Aggregator's failure to secure these agreements may result in the termination of this Agreement and/or a determination by PG&E that Aggregator is ineligible to participate in the CBP.

G. Timeliness and Due Diligence. Aggregator shall exercise due diligence in meeting its obligations and deadlines under Schedule E-CBP and this Agreement to facilitate customer participation through Aggregator in the CBP.

II. GENERAL TERMS

A. Definitions. Except where explicitly defined herein, the capitalized terms used in this Agreement shall have the meanings set forth in Schedule E-CBP.

B. Customer-Specific Usage or Meter Data. Upon the addition of a Service Agreement to an Aggregator's portfolio, Usage or meter data for the Service Agreement will become available on a going forward basis via the format available in PG&E's CBP Website.

III. LIMITATION OF LIABILITIES

A. PG&E shall not be liable to the Aggregator for any damages caused by PG&E's conduct in compliance with, or as permitted by, Schedule E-CBP or other tariffs, this Agreement and associated legal and regulatory requirements related to the CBP.

B. PG&E's liability to Aggregator for any loss, cost, claim, injury, liability or expense, including reasonable attorneys' fees, relating to or arising from any act or omission in PG&E's performance of this Agreement shall be limited to the amount of direct damage actually incurred. In no event shall PG&E be liable to Aggregator for any indirect, special, consequential or punitive damages of any kind whatsoever, whether in contract, tort or strict liability.

AGREEMENT FOR AGGREGATORS PARTICIPATING IN THE CAPACITY BIDDING PROGRAM

IV. PAYMENT

A. Payment Terms. During the term of this Agreement, PG&E shall make any payments due to Aggregator (after deducting any amounts due to PG&E) pursuant to the terms and conditions of Schedule E-CBP within sixty (60) calendar days following the end of each operating month by mailing an invoice and check payable to Aggregator to the following address:

Name: _____
Attention: _____
Address 1: _____
Address 2: _____
City, State, Zip: _____

B. Late Payments. PG&E's charges to Aggregator as provided in Schedule E-CBP and Commission rules will be considered past due if it is not paid within 15 calendar days after transmittal of an invoice by PG&E. If an Aggregator does not pay PG&E's invoice within such 15 calendar days, then:

1. A 7-day notice may be mailed to the Aggregator and to each of the customers in the Aggregator's portfolio. If the charges in the notice remain unpaid after the expiration of the 7-day notice, PG&E shall have the right to terminate the Aggregator Agreement and Aggregator's participation in the CBP. If Aggregator's participation in the CBP is terminated, the Aggregator remains responsible for all outstanding charges billed pursuant to Schedule E-CBP, even if such charges are identified after the termination becomes effective.

2. If the Aggregator agreement is not terminated, the Aggregator will be unable to add customers to its portfolio until late payments are cured.

3. PG&E may require full collateral in the form of cash, irrevocable standby letter of credit, security bond or any other security instrument deemed appropriate by PG&E if the Aggregator makes more than one late payment. If such collateral is requested and not provided by the Aggregator to PG&E, the Aggregator's participation will be subject to termination by PG&E.

V. REPRESENTATIONS AND WARRANTIES

A. Each Party represents and warrants that it is and shall remain in compliance with all applicable laws.

B. Each Party represents and warrants that (a) it has the full power and authority to execute and deliver this Agreement and to perform its terms and conditions; (b) the execution, delivery and performance of this Agreement have been duly authorized by all necessary corporate or other action by such Party; and (c) this Agreement constitutes such Party's legal, valid and binding obligation, enforceable against such Party in accordance with its terms.

C. Each Party shall exercise all reasonable care, diligence and good faith in the performance of its duties pursuant to this Agreement, and carry out its duties in accordance with applicable recognized professional standards in accordance with the requirements of this Agreement.

AGREEMENT FOR AGGREGATORS PARTICIPATING IN THE CAPACITY BIDDING PROGRAM

D. With each submission of a “Notice to Add or Delete Customers Participating in the Capacity Bidding Program,” and until such time as Aggregator submits such Notice for the removal of such customer from Aggregator’s representation, Aggregator represents and warrants that:

1. Each customer whom Aggregator represents is eligible to participate in the CBP and has elected to participate in the CBP through Aggregator;
2. Aggregator has entered into the appropriate contractual or other arrangements with such customer whereby such customer has authorized Aggregator to receive payments from and to pay penalty charges to PG&E on behalf of such customer in connection with such customer’s participation in the CBP.

VI. TERM

A. The term of this Agreement shall commence as of the Effective Date and shall continue in full force and effect unless and until the CBP is terminated or revised by a CPUC ruling or this Agreement is terminated by PG&E as provided in Section VII.

B. An Aggregator may request to terminate its participation in this program by submitting to PG&E a completed Cancellation of Contract (Form 62-4778). The termination will be effective on the later of 1) the beginning of the calendar month that is immediately after the initial 12 month term, and 2) the beginning of the calendar month that is closest to but at least thirty (30) calendar days after PG&E received the Cancellation of Contract.

VII. TERMINATION

A. Termination for Default. PG&E may immediately terminate this Agreement upon written notice to Aggregator if Aggregator breaches any material obligation under this Agreement and fails to cure such breach within fifteen (15) calendar days after receiving written notice of the breach. Customer must notify PG&E upon curing identified breach

B. Effect of Termination. Upon an issuance of a notice to terminate this Agreement, PG&E shall have the right to solicit the direct participation in the CBP of customers represented by Aggregator who are eligible to participate directly in the CBP. All Service Agreements will be removed from the Aggregator’s portfolio upon the effective date of the termination.

VIII. INDEMNIFICATION

A. Indemnification of PG&E. To the fullest extent permitted by law, Aggregator shall indemnify, defend and hold harmless PG&E, and its parent company, subsidiaries, affiliates and their respective shareholders, officers, directors, employees, agents, representatives, successors and assigns (collectively, the “Indemnified Parties”), from and against any and all claims, actions, suits, proceedings, losses, liabilities, penalties, fines, damages, costs or expenses, including without limitation reasonable attorneys’ fees (Claim), resulting from (a) any breach of the representations, warranties, covenants and obligations of Aggregator under this Agreement, (b) any act or omission of Aggregator, whether based upon Aggregator’s negligence, strict liability or otherwise, in connection with the performance of this Agreement, or (c) any third party claims of any kind, whether based upon negligence, strict liability or

AGREEMENT FOR AGGREGATORS PARTICIPATING IN THE CAPACITY BIDDING PROGRAM

otherwise, arising out of or connected in any way to Aggregator's performance or nonperformance under this Agreement.

B. Defense of Claim. If any Claim is brought against the Indemnified Parties, Aggregator shall assume the defense of such Claim, with counsel reasonably acceptable to the Indemnified Parties, unless in the opinion of counsel for the Indemnified Parties a conflict of interest between the Indemnified Parties and Aggregator may exist with respect to such Claim. If a conflict precludes Aggregator from assuming the defense, then Aggregator shall reimburse the Indemnified Parties on a monthly basis for the Indemnified Parties' reasonable defense costs through separate counsel of the Indemnified Parties' choice. If Aggregator assumes the defense of the Indemnified Parties with acceptable counsel, the Indemnified Parties, at their sole option and expense, may participate in the defense with counsel of their own choice without relieving Aggregator of any of its obligations hereunder.

C. Survival. Aggregator's obligation to indemnify the Indemnified Parties shall survive the expiration or termination of this Agreement.

IX. NOTICES

A. Mailing Address. Except for payments, which shall be made pursuant to Section IV, any formal notice, request, or demand required or permitted under this Agreement shall be given in writing by PG&E and Aggregator, and shall be (a) mailed by first-class mail, (b) mailed by registered, certified, (c) mailed by overnight mail, (d) delivered by hand, or (e) faxed with confirmation as set forth below, to the other Party as indicated below, or to such other address as the parties may designate by written notice.

To Aggregator:

Phone: _____
Facsimile: _____

To PG&E:

Phone: _____
Facsimile: _____

B. Notices. Notices delivered by hand shall be deemed received when delivered. Notices sent by facsimile shall be deemed received upon receipt but must be confirmed by mail within seventy-two (72) hours. Notices delivered by first class mail shall be deemed received forty-eight (48) hours (not including weekends and holidays) after deposit, postage prepaid, in the U.S. mail, or if certified, registered or overnight mailing is used, as acknowledged by the signed receipt of mailing.

AGREEMENT FOR AGGREGATORS PARTICIPATING IN THE CAPACITY BIDDING PROGRAM

X. CONFIDENTIALITY

A. Confidentiality. Aggregator shall not disclose any Confidential Information obtained pursuant to this Agreement to any third party, including any affiliates of Aggregator, without the express prior written consent of PG&E. As used herein, the term “Confidential Information” means proprietary business, financial and commercial information pertaining to PG&E, customer names and other information related to customers, including energy usage data (Customer Information), any trade secrets and any other information of a similar nature, whether or not reduced to writing or other tangible form. Confidential Information shall not include: (a) information known to Aggregator prior to obtaining the same from PG&E; (b) information in the public domain at the time of disclosure by Aggregator; (c) information obtained by Aggregator from a third party who did not receive the same, directly or indirectly, from PG&E; or (d) information approved for release by express prior written consent of an authorized representative of PG&E.

B. Use of Confidential Information. Aggregator hereby agrees that it shall use the Confidential Information solely for the purpose of performing under this Agreement. Aggregator agrees to use at least the same degree of care Aggregator uses with respect to its own proprietary or confidential information, which in any event shall result in a reasonable standard of care to prevent unauthorized use or disclosure of the Confidential Information.

C. Authorized Disclosure. Notwithstanding any other provisions of this Section Aggregator may disclose any of the Confidential Information in the event, but only to the extent, that, based upon advice of counsel, Aggregator is required to do so by the disclosure requirements of any law, rule, regulation or any order, decree, subpoena or ruling or other similar process of any court, governmental agency or regulatory authority. Prior to making or permitting any such disclosure, Aggregator shall provide PG&E with prompt written notice of any such requirement so that PG&E (with Aggregator’s assistance if requested by PG&E) may seek a protective order or other appropriate remedy.

D. Term. The confidentiality provisions set forth in this Section shall remain in full force and effect with respect to any Confidential Information until the date that is five (5) years after the date of PG&E’s disclosure of such Confidential Information to Aggregator pursuant to this Agreement; provided, further, that such confidentiality provisions shall remain in full force and effect with respect to any Customer Information in perpetuity.

E. Remedies. The Parties acknowledge that the Confidential Information is valuable and unique, and that damages would be an inadequate remedy for breach of this Section and the obligations of Aggregator are specifically enforceable. Accordingly, the Parties agree that in the event of a breach or threatened breach of this Section by Aggregator, PG&E shall be entitled to seek an injunction preventing such breach, without the necessity of proving damages or posting any bond. Any such relief shall be in addition to, and not in lieu of, monetary damages or any other legal or equitable remedy available to PG&E.

XI. MISCELLANEOUS

A. Assignment. This Agreement, and the rights and obligations granted and/or obtained by Aggregator hereunder, shall not be further transferred or assigned by Aggregator without the prior written consent of PG&E. Any assignment in violation of this section shall be void.

AGREEMENT FOR AGGREGATORS PARTICIPATING IN THE CAPACITY BIDDING PROGRAM

B. Independent Contractor. Aggregator shall perform its obligations under this Agreement as an independent contractor, and no principal-agent or employer-employee relationship or joint venture or partnership shall be created with PG&E.

C. Choice of Law. This Agreement shall be carried out and interpreted under the laws of the State of California, without regard to any conflict of law principles thereof. Except for matters and disputes with respect to which the CPUC is the proper venue for dispute resolution pursuant to applicable law or this Agreement, the federal and state courts located in San Francisco, California shall constitute the sole proper venue for resolution of any matter or dispute hereunder. The Parties submit to the exclusive jurisdiction of such courts with respect to such matters and disputes.

D. Resolution of Disputes. Any dispute arising between the Parties relating to the interpretation of this Agreement or to the performance of a Party's obligations hereunder shall be reduced to writing and referred to the Parties' designated representative for resolution. The Parties shall be required to meet and confer in an effort to resolve any such dispute.

E. Waiver. Any failure or delay by either Party to exercise any right, in whole or part, hereunder shall not be construed as a waiver of the right to exercise the same, or any other right, at any time thereafter.

F. CPUC Jurisdiction: This Agreement shall be subject to all of PG&E's applicable tariffs on file with and authorized by the Commission and shall at all times be subject to changes or modifications as the Commission may, from time to time, direct in the exercise of its jurisdiction.

G. Entire Agreement; Amendments. This Agreement, including the Attachments listed below, sets forth the entire understanding of the Parties as to the subject matter hereof, and supersedes any prior discussions, offerings, representations or understanding (whether written or oral), and shall only be superseded by an instrument in writing executed by both Parties. This Agreement shall not be modified by course of performance, course of conduct or usage of trade.

Attachment A: Schedule E-CBP

Attachment B: Notice to Add or Delete Customers Participating in the Capacity Bidding Program

H. Survival. Notwithstanding the expiration or termination of this Agreement, the Parties shall continue to be bound by the provisions of this Agreement, which, by their nature, survive completion or termination.

I. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

J. Headings. The headings contained in this Agreement are solely for the convenience of the Parties and shall not be used or relied upon in any manner in the construction or interpretation of this Agreement.



AGREEMENT FOR AGGREGATORS PARTICIPATING IN THE CAPACITY BIDDING PROGRAM

IN WITNESS WHEREOF, the authorized representatives of PG&E and Aggregator have executed this Agreement as of the Effective Date.

PACIFIC GAS AND ELECTRIC COMPANY

(Aggregator Company Name)

(Signature)

(Type/Print Name)

(Title)

(Date)

(Signature)

(Type/Print Name)

(Title)

(Date)



**AGREEMENT FOR AGGREGATORS
PARTICIPATING IN THE
CAPACITY BIDDING PROGRAM**

ATTACHMENT A
SCHEDULE E-CBP



**AGREEMENT FOR AGGREGATORS
PARTICIPATING IN THE
CAPACITY BIDDING PROGRAM**

ATTACHMENT B

**Notice to Add or Delete Customers Participating in the Capacity
Bidding Program**



ELECTRIC SAMPLE FORM NO. 79-1079
AGREEMENT FOR AGGREGATORS PARTICIPATING IN THE BASE
INTERRUPTIBLE PROGRAM

**Please Refer to Attached
Sample Form**

Advice Letter No: 4200-E
Decision No. 11-05-018

Issued by
Brian K. Cherry
Vice President
Regulatory Relations

Date Filed March 14, 2013
Effective March 14, 2013
Resolution No. _____

AGREEMENT FOR AGGREGATORS PARTICIPATING IN THE BASE INTERRUPTIBLE PROGRAM

This Agreement (Agreement) for Aggregators participating in the Base Interruptible Program (BIP) is entered into by and between Pacific Gas and Electric Company (PG&E), a California corporation, and _____ (Aggregator), a _____. PG&E and Aggregator may sometimes be referred to herein as a “Party” and collectively as the “Parties”.

WHEREAS, the California Public Utilities Commission (CPUC) has authorized PG&E’s Schedule E-BIP, (Schedule E-BIP), which is attached hereto as **Attachment A** and incorporated herein by this reference, whereby PG&E pays eligible Aggregators for participating in the BIP; and

WHEREAS, the CPUC has authorized the participation of Aggregators in BIP, and Aggregator desires to participate in the BIP subject to the applicable PG&E tariff rules and rate schedules.

NOW, THEREFORE, in consideration of the mutual undertakings set forth below, the Parties agree as follows:

I. AGGREGATOR’S OBLIGATIONS

- A. Status; Subject to Applicable PG&E Tariffs. Aggregator’s status in the BIP shall be as an “Aggregator” under Schedule E-BIP. Aggregator shall be subject to all applicable tariff rules and regulations (which rules and regulations are hereby incorporated herein as an integral part of this Agreement), including, but not limited to, the rates, terms and conditions set forth in Schedule E-BIP, as such rules and regulations may be amended from time to time.
- B. Representation of Customers. Aggregator shall represent those customers in PG&E’s electric service territory eligible to participate in the BIP, who have elected to participate through Aggregator with respect to such customer’s service agreement(s), by having appropriate contractual or other arrangements with each such eligible customer whereby such customer authorizes Aggregator, as its representative, to receive payments and to pay penalty charges on behalf of such customer in connection with the customer’s participation, through Aggregator, in the BIP. Aggregator shall be solely responsible for having the appropriate contractual or other arrangements with each customer whom Aggregator represents in the BIP. PG&E shall not be responsible for monitoring, auditing, reviewing or enforcing such arrangements. Aggregator acknowledges and agrees that, in its representation of PG&E customers for the BIP, Aggregator is subject to the terms and conditions of Schedule E-BIP and this Agreement.
- C. Aggregator Service Establishment. Aggregator must submit an executed Agreement for Aggregators Participating in the BIP. The Agreement becomes effective upon execution by PG&E.
- D. Required Notice to Add or Delete Customers. Once Aggregator has entered into the appropriate contractual or other arrangements with each customer whom Aggregator represents in the BIP, Aggregator shall deliver to PG&E a “Notice to Add or Delete Customers Participating in the Base Interruptible Program” in the form attached hereto as **Attachment B**, adding such customer’s service agreement(s) to Aggregator’s portfolio. The Notice shall be executed by the Aggregator and each affected customer. Aggregator shall notify PG&E that it has dropped a customer service agreement from its portfolio by delivering to PG&E a “Notice to Add or Delete Customers Participating in the Base Interruptible Program” signed by customer and Aggregator. Aggregator shall deliver such Notices to PG&E as specified in the Notice.

AGREEMENT FOR AGGREGATORS PARTICIPATING IN THE BASE INTERRUPTIBLE PROGRAM

- E. PG&E must approve each Service Agreement before the Service Agreement can be included in the Aggregator's portfolio. Additions to and deletions from the Aggregator's portfolio will be effective as specified in the E-BIP Tariff and the Notice.
- F. Ensure Necessary Arrangements with Scheduling Coordinators for Direct Access or Community Choice Aggregation Service (CCA Service) Customers. Aggregator shall be solely responsible for having the appropriate contractual or other arrangements with the Scheduling Coordinator (SC) and/or the Energy Service Provider (ESP)/Community Choice Aggregator (CCA) for each DA/CCA Service customer whom Aggregator represents in the BIP to ensure that PG&E's SC receives an amount of energy that is equal to the amount of load dropped by Aggregator's customer during a BIP Event. The trade shall be scheduled as a Scheduling Coordinator to Scheduling Coordinator (SC-to-SC) trade to the congestion zone in which the DA/CCA Service customer is located. Aggregator shall not be entitled to any energy payment from PG&E for load dropped by a DA/CCA Service customer during a BIP Event pursuant to an Aggregator nomination unless PG&E receives a SC-to-SC trade for such load reductions during the BIP Event. PG&E shall not be responsible for enforcing requirements applicable to the performance of the Scheduling Coordinators. The Aggregator agrees to follow the SC-to-SC trade protocol in **Attachment C**. Aggregator shall be required to pay any imbalance charges imposed on PG&E by the California Independent System Operator arising from the Aggregator's failure to make a compliant SC-to-SC trade for its DA/CCA Service customer's load drop. The Aggregator is responsible for notifying the ESP/CCA for its DA/CCA Service customers that the ESP/CCA will not be compensated by PG&E for SC-to-SC trades submitted as a result of BIP Events.
- G. Secure Customer Participation in Measurement and Evaluation Activities. Aggregator shall agree, and shall cause each customer whom Aggregator represents on the BIP to agree, to (i) allow personnel from the California Energy Commission, PG&E, and their contracting agents reasonable access to customer's facilities to conduct a site visit for measurement and evaluation of activities related to the BIP; and (ii) participate in and complete any surveys needed to enhance the BIP. Aggregator's failure to secure these agreements may result in the termination of this Agreement and/or a determination by PG&E that Aggregator is ineligible to participate in the BIP.
- H. Timeliness and Due Diligence. Aggregator shall exercise due diligence in meeting its obligations and deadlines under Schedule E-BIP and this Agreement to facilitate customer participation through Aggregator in the BIP.

II. GENERAL TERMS

- A. Definitions. Except where explicitly defined herein, the capitalized terms used in this Agreement shall have the meanings set forth in Schedule E-BIP.
- B. Customer-Specific Usage or Meter Data. Upon the addition of a Service Agreement to an Aggregator's portfolio, Usage or meter data for the Service Agreement will become available on a going forward basis via the format available on PG&E's Website.

III. LIMITATION OF LIABILITIES

- A. PG&E shall not be liable to the Aggregator for any damages caused by PG&E's conduct in compliance with, or as permitted by, Schedule E-BIP or other tariffs, this Agreement and associated legal and regulatory requirements related to the BIP.
- B. PG&E's liability to Aggregator for any loss, cost, claim, injury, liability or expense, including reasonable attorneys' fees, relating to or arising from any act or omission in PG&E's

AGREEMENT FOR AGGREGATORS PARTICIPATING IN THE BASE INTERRUPTIBLE PROGRAM

performance of this Agreement shall be limited to the amount of direct damage actually incurred. In no event shall PG&E be liable to Aggregator for any indirect, special, consequential or punitive damages of any kind whatsoever, whether in contract, tort or strict liability.

IV. PAYMENT

- A. Payment Terms. During the term of this Agreement, PG&E shall make any payments due to Aggregator (after deducting any amounts due to PG&E) pursuant to the terms and conditions of Schedule E-BIP to Aggregator to the following address:

Name: _____
Attention: _____
Address 1: _____
Address 2: _____
City, State, Zip: _____
Federal Tax ID: _____

- B. Late Payments. PG&E's charges to Aggregator as provided in Schedule E-BIP and Commission rules will be considered past due if it is not paid within 15 calendar days after transmittal of an invoice by PG&E. If an Aggregator does not pay PG&E's invoice within such 15 calendar days, then:
1. A 7-day notice may be mailed to the Aggregator and to each of the customers in the Aggregator's portfolio. If the charges in the notice remain unpaid after the expiration of the 7-day notice, PG&E shall have the right to terminate the Aggregator Agreement and Aggregator's participation in the BIP. If Aggregator's participation in the BIP is terminated, the Aggregator remains responsible for all outstanding charges billed pursuant to Schedule E-BIP, even if such charges are identified after the termination becomes effective.
 2. If the Aggregator agreement is not terminated, the Aggregator will be unable to add customers to its portfolio until late payments are cured.
 3. PG&E may require full collateral in the form of cash, irrevocable standby letter of credit, security bond or any other security instrument deemed appropriate by PG&E if the Aggregator makes more than one late payment. If such collateral is requested and not provided by the Aggregator to PG&E, the Aggregator's participation will be subject to termination by PG&E.

V. REPRESENTATIONS AND WARRANTIES

- A. Each Party represents and warrants that it is and shall remain in compliance with all applicable laws.
- B. Each Party represents and warrants that (a) it has the full power and authority to execute and deliver this Agreement and to perform its terms and conditions; (b) the execution, delivery and performance of this Agreement have been duly authorized by all necessary corporate or other action by such Party; and (c) this Agreement constitutes such Party's legal, valid and binding obligation, enforceable against such Party in accordance with its terms.
- C. Each Party shall exercise all reasonable care, diligence and good faith in the performance of its duties pursuant to this Agreement, and carry out its duties in accordance with

AGREEMENT FOR AGGREGATORS PARTICIPATING IN THE BASE INTERRUPTIBLE PROGRAM

applicable recognized professional standards in accordance with the requirements of this Agreement.

- D. With each submission of a “Notice to Add or Delete Customers Participating in the Base Interruptible Program,” and until such time as Aggregator submits such Notice for the removal of such customer from Aggregator’s representation, Aggregator represents and warrants that:
1. Each customer whom Aggregator represents is eligible to participate in the BIP and has elected to participate in the BIP through Aggregator;
 2. Aggregator has entered into the appropriate contractual or other arrangements with such customer whereby such customer has authorized Aggregator to receive payments from and to pay penalty charges to PG&E on behalf of such customer in connection with such customer’s participation in the BIP.

VI. TERM

- A. The term of this Agreement shall commence as of the Effective Date and shall continue in full force unless terminated earlier pursuant to this section, Schedule E-BIP, or Section VII.
- B. An Aggregator may request to terminate its participation in this program by submitting to PG&E a completed Cancellation of Contract (Form 62-4778) during the program’s opt-out period in November.

VII. TERMINATION

- A. Termination for Default. PG&E may immediately terminate this Agreement upon written notice to Aggregator if Aggregator breaches any material obligation under this Agreement and fails to cure such breach within fifteen (15) calendar days after receiving written notice of the breach. Customer must notify PG&E upon curing identified breach.
- B. Effect of Termination. Upon an issuance of a notice to terminate this Agreement, PG&E shall have the right to solicit the direct participation in the BIP of customers represented by Aggregator who are eligible to participate directly in the BIP. All Service Agreements will be removed from the Aggregator’s portfolio upon the effective date of the termination.

VIII. INDEMNIFICATION

- A. Indemnification of PG&E. To the fullest extent permitted by law, Aggregator shall indemnify, defend and hold harmless PG&E, and its parent company, subsidiaries, affiliates and their respective shareholders, officers, directors, employees, agents, representatives, successors and assigns (collectively, the “Indemnified Parties”), from and against any and all claims, actions, suits, proceedings, losses, liabilities, penalties, fines, damages, costs or expenses, including without limitation reasonable attorneys’ fees (Claim), resulting from (a) any breach of the representations, warranties, covenants and obligations of Aggregator under this Agreement, (b) any act or omission of Aggregator, whether based upon Aggregator’s negligence, strict liability or otherwise, in connection with the performance of this Agreement, or (c) any third party claims of any kind, whether based upon negligence, strict liability or otherwise, arising out of or connected in any way to Aggregator’s performance or nonperformance under this Agreement.
- B. Defense of Claim. If any Claim is brought against the Indemnified Parties, Aggregator shall assume the defense of such Claim, with counsel reasonably acceptable to the Indemnified Parties, unless in the opinion of counsel for the Indemnified Parties a conflict of interest

AGREEMENT FOR AGGREGATORS PARTICIPATING IN THE BASE INTERRUPTIBLE PROGRAM

between the Indemnified Parties and Aggregator may exist with respect to such Claim. If a conflict precludes Aggregator from assuming the defense, then Aggregator shall reimburse the Indemnified Parties on a monthly basis for the Indemnified Parties' reasonable defense costs through separate counsel of the Indemnified Parties' choice. If Aggregator assumes the defense of the Indemnified Parties with acceptable counsel, the Indemnified Parties, at their sole option and expense, may participate in the defense with counsel of their own choice without relieving Aggregator of any of its obligations hereunder.

- C. Survival. Aggregator's obligation to indemnify the Indemnified Parties shall survive the expiration or termination of this Agreement.

IX. NOTICES

- A. Mailing Address. Except for payments, which shall be made pursuant to Section IV, any formal notice, request, or demand required or permitted under this Agreement shall be given in writing by PG&E and Aggregator, and shall be (a) mailed by first-class mail, (b) mailed by registered, certified, (c) mailed by overnight mail, (d) delivered by hand, or (e) faxed with confirmation as set forth below, to the other Party as indicated below, or to such other address as the parties may designate by written notice.

To Aggregator:

Phone: _____
Facsimile: _____

To PG&E:

Phone: _____
Facsimile: _____

- B. Notices. Notices delivered by hand shall be deemed received when delivered. Notices sent by facsimile shall be deemed received upon receipt but must be confirmed by mail within seventy-two (72) hours. Notices delivered by first class mail shall be deemed received forty-eight (48) hours (not including weekends and holidays) after deposit, postage prepaid, in the U.S. mail, or if certified, registered or overnight mailing is used, as acknowledged by the signed receipt of mailing.

X. CONFIDENTIALITY

- A. Confidentiality. Aggregator shall not disclose any Confidential Information obtained pursuant to this Agreement to any third party, including any affiliates of Aggregator, without the express prior written consent of PG&E. As used herein, the term "Confidential Information" means proprietary business, financial and commercial information pertaining to PG&E, customer names and other information related to customers, including energy usage data (Customer Information), any trade secrets and any other information of a similar nature, whether or not reduced to writing or other tangible form. Confidential Information shall not include: (a) information known to Aggregator prior to obtaining the same from

AGREEMENT FOR AGGREGATORS PARTICIPATING IN THE BASE INTERRUPTIBLE PROGRAM

- PG&E; (b) information in the public domain at the time of disclosure by Aggregator; (c) information obtained by Aggregator from a third party who did not receive the same, directly or indirectly, from PG&E; or (d) information approved for release by express prior written consent of an authorized representative of PG&E.
- B. Use of Confidential Information. Aggregator hereby agrees that it shall use the Confidential Information solely for the purpose of performing under this Agreement. Aggregator agrees to use at least the same degree of care Aggregator uses with respect to its own proprietary or confidential information, which in any event shall result in a reasonable standard of care to prevent unauthorized use or disclosure of the Confidential Information.
- C. Authorized Disclosure. Notwithstanding any other provisions of this Section Aggregator may disclose any of the Confidential Information in the event, but only to the extent, that, based upon advice of counsel, Aggregator is required to do so by the disclosure requirements of any law, rule, regulation or any order, decree, subpoena or ruling or other similar process of any court, governmental agency or regulatory authority. Prior to making or permitting any such disclosure, Aggregator shall provide PG&E with prompt written notice of any such requirement so that PG&E (with Aggregator's assistance if requested by PG&E) may seek a protective order or other appropriate remedy.
- D. Term. The confidentiality provisions set forth in this Section shall remain in full force and effect with respect to any Confidential Information until the date that is five (5) years after the date of PG&E's disclosure of such Confidential Information to Aggregator pursuant to this Agreement; provided, further, that such confidentiality provisions shall remain in full force and effect with respect to any Customer Information in perpetuity.
- E. Remedies. The Parties acknowledge that the Confidential Information is valuable and unique, and that damages would be an inadequate remedy for breach of this Section and the obligations of Aggregator are specifically enforceable. Accordingly, the Parties agree that in the event of a breach or threatened breach of this Section by Aggregator, PG&E shall be entitled to seek an injunction preventing such breach, without the necessity of proving damages or posting any bond. Any such relief shall be in addition to, and not in lieu of, monetary damages or any other legal or equitable remedy available to PG&E.

XI. MISCELLANEOUS

- A. Assignment. This Agreement, and the rights and obligations granted and/or obtained by Aggregator hereunder, shall not be further transferred or assigned by Aggregator without the prior written consent of PG&E. Any assignment in violation of this section shall be void.
- B. Independent Contractor. Aggregator shall perform its obligations under this Agreement as an independent contractor, and no principal-agent or employer-employee relationship or joint venture or partnership shall be created with PG&E.
- C. Choice of Law. This Agreement shall be carried out and interpreted under the laws of the State of California, without regard to any conflict of law principles thereof. Except for matters and disputes with respect to which the CPUC is the proper venue for dispute resolution pursuant to applicable law or this Agreement, the federal and state courts located in San Francisco, California shall constitute the sole proper venue for resolution of any matter or dispute hereunder. The Parties submit to the exclusive jurisdiction of such courts with respect to such matters and disputes.
- D. Resolution of Disputes. Any dispute arising between the Parties relating to the interpretation of this Agreement or to the performance of a Party's obligations hereunder

AGREEMENT FOR AGGREGATORS PARTICIPATING IN THE BASE INTERRUPTIBLE PROGRAM

shall be reduced to writing and referred to the Parties' designated representative for resolution. The Parties shall be required to meet and confer in an effort to resolve any such dispute.

- E. Waiver. Any failure or delay by either Party to exercise any right, in whole or part, hereunder shall not be construed as a waiver of the right to exercise the same, or any other right, at any time thereafter.
- F. CPUC Jurisdiction: This Agreement shall be subject to all of PG&E's applicable tariffs on file with and authorized by the Commission and shall at all times be subject to changes or modifications as the Commission may, from time to time, direct in the exercise of its jurisdiction.
- G. Entire Agreement; Amendments. This Agreement, including the Attachments listed below, sets forth the entire understanding of the Parties as to the subject matter hereof, and supersedes any prior discussions, offerings, representations or understanding (whether written or oral), and shall only be superseded by an instrument in writing executed by both Parties. This Agreement shall not be modified by course of performance, course of conduct or usage of trade.

Attachment A: Schedule E-BIP
Attachment B: Notice to Add or Delete Customers Participating in the Base Interruptible Program

- H. Survival. Notwithstanding the expiration or termination of this Agreement, the Parties shall continue to be bound by the provisions of this Agreement, which, by their nature, survive completion or termination.
- I. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.
- J. Headings. The headings contained in this Agreement are solely for the convenience of the Parties and shall not be used or relied upon in any manner in the construction or interpretation of this Agreement.

IN WITNESS WHEREOF, the authorized representatives of PG&E and Aggregator have executed this Agreement as of the Effective Date.

PACIFIC GAS AND ELECTRIC COMPANY

(Aggregator)

(Signature)

(Type/Print Name)

(Title)

(Date)

(Signature)

(Type/Print Name)

(Title)

(Date)



AGREEMENT FOR AGGREGATORS PARTICIPATING IN THE BASE INTERRUPTIBLE PROGRAM

ATTACHMENT A Schedule E-BIP



AGREEMENT FOR AGGREGATORS PARTICIPATING IN THE BASE INTERRUPTIBLE PROGRAM

ATTACHMENT B

Notice to Add or Delete Customers Participating In the Base Interruptible Program (Form 79-1080)



ELECTRIC SAMPLE FORM NO. 79-1080
NOTICE TO ADD OR DELETE CUSTOMERS PARTICIPATING IN THE BASE
INTERRUPTIBLE PROGRAM

**Please Refer to Attached
Sample Form**

Advice Letter No: 4200-E
Decision No. 11-05-018

Issued by
Brian K. Cherry
Vice President
Regulatory Relations

Date Filed March 14, 2013
Effective March 14, 2013
Resolution No. _____



NOTICE TO ADD OR DELETE CUSTOMERS PARTICIPATING IN THE BASE INTERRUPTIBLE PROGRAM

Instructions: Aggregators and Customers must use this notice to notify Pacific Gas and Electric Company (PG&E) of their intent to add or delete PG&E customers from the Aggregator's Base Interruptible Program (BIP) portfolio. Send the completed notice by U.S. mail or fax; however, the original must be mailed as soon as possible if the notice was faxed.

Fax to: Pacific Gas and Electric Company
Demand Response Program
Department
Attn: BIP Manager
FAX: 415-973-4177

Mail signed original to: Pacific Gas and Electric Company
Demand Response Program
Department
Attn: BIP Manager
P.O Box 770000, N3E
San Francisco, CA 94177

PG&E may verify the information on this notice with the Customer.

Aggregator Company Name:		Aggregator Code:	
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This notice adds or deletes a customer's Service Agreement(s) (SA) from the Aggregator's BIP portfolio. PG&E will review and approve each SA to be added to determine if it meets the minimum requirements as specified in Schedule E-BIP. PG&E must approve each SA before it can be included in an Aggregator's portfolio. Additions to the portfolio will be effective upon PG&E's approval date.

By signing this notice, Aggregator and Customer understand that the Aggregator has the authority to act on behalf of the Customer in connection with the BIP for the Customer's Service Agreements shown on the next page. Such authority is subject to the applicable terms and conditions of Schedule E-BIP and the Agreement For Aggregators Participating In Base Interruptible Program (Form 79-1079).

Customer designates the above-named Aggregator to act on its behalf as its Aggregator pursuant to Schedule E-BIP for all purposes, including, but not limited to, the receipt of payments, the payment of penalties, if any, and the receipt of all notices sent by PG&E under the program.

Customer understands that PG&E will provide its electric usage and electric meter data for the Service Agreements to Aggregator so Aggregator can determine the payment payable to and penalties chargeable to Customer under Schedule E-BIP. Customer also agrees to allow personnel from the California Energy Commission (CEC), PG&E, and their contracting agents, reasonable access to conduct a site visit for measurement and evaluation, access to the Customer's interval meter data, and agree to complete any surveys needed to enhance this program.

Customer acknowledges that Aggregator is not PG&E's agent for any purpose. PG&E shall not be liable to the Customer for any damages resulting from any acts, omissions, or representations made by Aggregator in connection with Aggregator's solicitation of Customer or with the Aggregator's performance any of its functions in the BIP. PG&E shall not be liable to Customer for any damages caused to the Customer by any failure by Aggregator to comply with PG&E's tariffs or for any damages caused by Aggregator's failure to perform any commitment to the Customer.

Customer Name:		Aggregator Name:	
Title:		Title:	
Signature:		Signature:	
Date:		Date:	



NOTICE TO ADD OR DELETE CUSTOMERS PARTICIPATING IN THE BASE INTERRUPTIBLE PROGRAM

Notice by Aggregator to Add/Delete Customers Please Print or Type Clearly

Aggregator Name: _____

	Add/ Delete/ Change ₁	Customer Site Name	PG&E Service Agreement Number	Electric Meter Number	Service Address & City	FSL
1.						
2.						
3.						
4.						
5.						
6.						
7.						
8.						
9.						
10.						
11.						
12.						
13.						
14.						
15.						
16.						
17.						
18.						
19.						
20.						

¹ Customers may re-designate their firm service level or discontinue participation in the Program only once each year during the month of November.



Sample Electric Form 79-1118
General Off-Bill and On-Bill Financing Loan Agreement

Sheet 1
(T)

PLEASE REFER TO ATTACHED
SAMPLE FORM

Advice Letter No: 4200-E
Decision No. 11-05-018

Issued by
Brian K. Cherry
Vice President
Regulatory Relations

Date Filed March 14, 2013
Effective March 14, 2013
Resolution No. _____

GENERAL OFF-BILL AND ON-BILL FINANCING LOAN AGREEMENT

The undersigned customer (“**Customer**”) has contracted for the provision of energy efficiency/demand response equipment and services (the “**Work**”) which qualify for one or more of PG&E’s applicable rebate or incentive programs. Subject to the conditions (including the process for Adjustment and preconditions to funding) set forth below, Pacific Gas & Electric Company (“**PG&E**”) shall extend a loan (the “**Loan**”) to Customer in the amount of the loan balance (the “**Loan Balance**”) pursuant to the terms of this On-Bill Financing Loan Agreement (“**Loan Agreement**”) and PG&E’s rate schedules E-OFB and/or G-OFB, as applicable (the “**Schedule**”).

To request the Loan, Customer has submitted a completed On-Bill Financing Application and associated documentation as required by PG&E (the “**Application**”). Collectively the Application and this Loan Agreement (including any Adjustment hereunder) comprise the “**Agreement**”.

1. Customer shall arrange for its Contractor, as identified at the end of this Agreement (“**Contractor**”), to provide the Work as described in the Application.
2. The estimated Loan Balance is set forth below. The total cost of the Work as installed, rebate/incentive for qualifying energy efficiency measures, Loan Balance, monthly payment, and loan term specified in this Loan Agreement may be adjusted, if necessary, after the Work and the post-installation inspection described in the Application and/or herein are completed (the “**Adjustment**”). The Adjustment will be calculated using the actual total cost of the Work, as installed, and the estimated energy savings (as described in the Application) of such Work. In no event will the Loan Balance be increased without Customer’s written consent, even if Customer is eligible for such increased Loan Balance. Moreover, in no event will the Loan Balance exceed the maximum loan amount stipulated in the Application. Customer understands that in order to be eligible for the Loan, the initial Loan Balance for Work may not fall below the minimum loan amount, nor may the payback period exceed the maximum payback period. **Accordingly, if after the Adjustment, the Loan Balance falls below the minimum loan amount or if the simple payback period exceeds the program maximum payback period, each as described in the Application, PG&E shall have no obligation to extend the Loan, as the Work would not meet program requirements.** The Adjustment described in this paragraph will be communicated to the Customer in writing and will automatically become part of this Loan Agreement, except that any proposed increase in the Loan Balance will only become part of this Loan Agreement upon Customer’s written consent to such increase.
3. **PG&E shall have no liability in connection with, and makes no warranties, expressed or implied, regarding the Work. Customer will be responsible for any and all losses and damage it may suffer in connection with, and any claims by third parties resulting from, the Work.** Customer shall indemnify and hold harmless PG&E, its affiliates, and their respective owners, officers, directors, employees and agents thereof, from and against all claims, demands, liabilities, damages, fines, settlements or judgments which arise from or are caused by (a) any breach of the Agreement by Customer; (b) any defects or problems with the Work, or the failure of the Work to deliver any anticipated energy efficiencies; (c) Customer’s failure to pay any amount due or claimed by Contractor with respect to the Work; or (d) the wrongful or negligent acts or omissions of any party (including Contractor) in the conduct or performance of the Work.

GENERAL OFF-BILL AND ON-BILL FINANCING LOAN AGREEMENT

4. Customer represents and warrants that (a) Customer is receiving this Loan solely for Work obtained in connection with Customer's business, and not for personal, family or household purposes; (b) Customer, if not an individual or a government agency, is duly organized, validly existing and in good standing under the laws of its state of formation, and has full power and authority to enter into this Agreement and to carry out the provisions of this Agreement. Customer is duly qualified and in good standing to do business in all jurisdictions where such qualification is required; (c) this Loan Agreement has been duly authorized by all necessary proceedings, has been duly executed and delivered by Customer and is a valid and legally binding agreement of Customer duly enforceable in accordance with its terms; (d) no consent, approval, authorization, order, registration or qualification of or with any court or regulatory authority or other governmental body having jurisdiction over Customer is required for, and the absence of which would adversely affect, the legal and valid execution and delivery of this Loan Agreement, and the performance of the transactions contemplated by this Loan Agreement; (e) the execution and delivery of this Loan Agreement by Customer hereunder and the compliance by Customer with all provisions of this Loan Agreement: (i) will not conflict with or violate any Applicable Law; and (ii) will not conflict with or result in a breach of or default under any of the terms or provisions of any loan agreement or other contract or agreement under which Customer is an obligor or by which its property is bound; and (f) all factual information furnished by Customer to PG&E in the Application and pursuant to this Agreement is true and accurate.
5. The Application must include the Federal Tax Identification Number or Social Security Number of the party who will be the recipient of the checks for the rebate/incentive or any Loan proceeds. Checks may be issued directly to the Customer or its designated Contractor or both, for the benefit of the Customer, as specified below. Customer acknowledges that PG&E will not be responsible for any tax liability imposed on the Customer or its contractor in connection with the transactions contemplated under the Agreement, whether by virtue of the Loan contemplated under the Agreement, or otherwise, and Customer shall indemnify PG&E for any tax liability imposed upon PG&E as a result of the transactions contemplated under the Agreement.
6. Upon completion of the Work, Customer shall send a written confirmation of completion to PG&E's On-Bill Financing Program Administrator at the address listed in Section 15. Within 60 days after receiving the confirmation, PG&E (a) will conduct a post installation inspection and project verification, including review of invoices, receipts and other documents as required by PG&E to verify the correctness of any amounts claimed by Customer; (b) will adjust, if necessary, the total cost, incentive, Loan Balance, monthly payment, and loan term as stated above; and (c) if PG&E deems necessary, obtain updated financial information to verify that Customer has good credit standing (as determined by PG&E) prior to making the Loan. Customer shall give PG&E reasonable access to its premises and the Work and shall provide such updated financial information to PG&E upon request. PG&E may decline to make the Loan if PG&E determines, in its sole discretion, that Customer does not have good credit standing at that time. If the Work conforms to all requirements of the Agreement and all amounts claimed by Customer as Work costs are substantiated to PG&E's reasonable satisfaction, and PG&E is satisfied that Customer has good credit standing, PG&E will issue a check ("**Check**") to Customer or Contractor (as designated by Customer in Section 15) for all amounts PG&E approves for payment in accordance with the Agreement. The date of such issuance is the "**Issuance Date**". If the Check is issued to Customer, Customer shall be responsible for paying any outstanding fees due to Contractor for the Work. If the Check is less than

GENERAL OFF-BILL AND ON-BILL FINANCING LOAN AGREEMENT

- the amount due from Customer to Contractor, Customer shall be responsible for the excess due to the Contractor.
7. Customer shall repay the Loan Balance to PG&E as provided in this Loan Agreement irrespective of whether or when the Work is completed, or whether the Work is in any way defective or deficient, and whether or not the Work delivers energy efficiency savings to Customer.
 8. The monthly payments will be included by PG&E on the Account's regular energy service bills, or by separate bill, in PG&E's discretion. Regardless whether the monthly payments are included in the regular utility bill or a separate loan installment bill, the following repayment terms will apply:
 - a. The Customer agrees to repay to PG&E the Loan Balance in the number of payments listed below and in equal installments (with the final installment adjusted to account for rounding), by the due date set forth in each PG&E utility bill or loan installment bill rendered in connection with Customer's account (identified by the number set forth below) ("Account"), commencing with the bill which has a due date falling at least 30 days after the Issuance Date.
 - b. If separate energy service bills and loan installment bills are provided, amounts due under this Loan Agreement as shown in the loan installment bill shall be deemed to be amounts due under each energy services bill to the Account, and a default under this Loan Agreement shall be treated as a default under the Account.
 - c. If the Customer is unable to make a full utility bill payment in a given month, payment arrangements may be made at PG&E's discretion.
 - d. Any partial bill payments received for a month will be applied in equal proportion to the energy charges and the loan obligation for that month, and the Customer may be considered in default of both the energy bill and the loan installment bill.
 - e. Further payment details are set forth below.
 9. Any notice from PG&E to Customer regarding the Program or the transactions contemplated under the Loan Agreement may be provided within a PG&E utility bill or loan installment bill, and any such notices may also be provided to Customer at the address below or to the Customer's billing address of record in PG&E's customer billing system from time to time, and in each case shall be effective five (5) days after they have been mailed.
 10. The Loan Balance shall not bear interest.
 11. Customer may, without prepayment penalty, pay the entire outstanding loan balance in one lump sum payment provided the customer first notifies PG&E by telephoning the toll free phone number (1-800-468-4743), and by sending written notice to PG&E On-Bill Financing Program Administrator at the address listed below, in advance of making the lump sum payment. Accelerated payments that are received from Customer without PG&E's prior approval may, at PG&E's sole discretion, be applied proportionally to

GENERAL OFF-BILL AND ON-BILL FINANCING LOAN AGREEMENT

subsequent energy charges and Loan repayments and PG&E shall have no obligation to apply accelerated payments exclusively to reduction of the outstanding Loan.

12. The entire outstanding Loan Balance will become immediately due and payable, and shall be paid by Customer within 30 days if: (i) the Account is closed or terminated for any reason; (ii) Customer defaults under the Agreement; (iii) Customer sells or transfers ownership of the equipment forming part of the Work to any third party (including as part of a sale or lease of premises or transfer of business or otherwise); or (iv) Customer becomes Insolvent. Customer becomes "Insolvent" if: (i) Customer is unable to pay its debts as they become due or otherwise becomes insolvent, makes a general assignment for the benefit of its creditors, or suffers or permits the appointment of a receiver for its business or assets or otherwise ceases to conduct business in the normal course; or (ii) any proceeding is commenced by or against Customer under any bankruptcy or insolvency law that is not dismissed or stayed within 45 days.

13. Customer understands that without limiting any other remedy available to PG&E against Contractor or Customer, **failure to repay the Loan Balance in accordance with the terms of the Agreement could result in shut-off of utility energy service, adverse credit reporting, and collection procedures, including, without limitation, legal action.**

14. If there is any conflict among the documents comprising the Agreement, the following order of priority shall apply: 1. this Loan Agreement; 2. the Application; 3. any documents attached to the Application.

15. Loan Particulars.

<i>This table is to be completed by PG&E</i>					
\$	\$	\$	\$		
Total Cost	Incentive	Loan Balance¹	Monthly Payment	Term², Months	Number of Payments

Check Made Payable to Contractor or Customer *[customer to select payment method. Note that only one check can be issued]*

¹ The Loan Balance shall not exceed one-hundred thousand dollars (\$100,000) for commercial customers and shall not exceed two-hundred fifty thousand dollars (\$250,000) for government agency customers, excepting loans to government agency customers where, in PG&E's sole opinion, the opportunity for uniquely large energy savings exist, in which case the Loan Balance may exceed two-hundred fifty thousand dollars (\$250,000) but shall not exceed one million dollars (\$1,000,000).

² Commercial loans may have their loan terms extended beyond five years, not to exceed the expected useful life (EUL) of the bundle of energy efficiency measures proposed, when credit and risk factors support this..



GENERAL OFF-BILL AND ON-BILL FINANCING LOAN AGREEMENT

16. This agreement at all times shall be subject to such modifications as the California Public Utilities Commission may direct from time to time in the exercise of its jurisdiction.

Customer Details

Contractor Details

Federal Tax ID or Social Security #, Customer

Federal Tax ID or Social Security #,
Contractor

Account Name, Customer

Name, Contractor

Service Address, Customer

Address, Contractor

Name and Title of Authorized Representative
of Customer

Name and Title of Authorized Representative
of Contractor

Signature of Authorized Representative of
Customer

Date

ACCEPTED: Pacific Gas & Electric Company

PG&E On-Bill Financing Program Manager

Date

Address:
PG&E Integrated Processing Center
P.O. Box 7265
San Francisco, CA 94120-7265



Electric Sample Form 79-1126
Off-Bill and On-Bill Financing Loan Agreement for Self-Installed Projects

Sheet 1

PLEASE REFER TO ATTACHED
SAMPLE FORM

Advice Letter No: 4200-E
Decision No. 11-05-018

Issued by
Brian K. Cherry
Vice President
Regulatory Relations

Date Filed March 14, 2013
Effective March 14, 2013
Resolution No. _____



OFF-BILL AND ON-BILL FINANCING LOAN AGREEMENT FOR SELF-INSTALLED PROJECTS

The undersigned customer ("**Customer**") will obtain and perform energy efficiency/demand response equipment and services (the "**Work**") which qualify for one or more of PG&E's applicable rebate or incentive programs. Subject to the conditions (including the process for Adjustment and preconditions to funding) set forth below, Pacific Gas and Electric Company ("**PG&E**") shall extend a loan (the "**Loan**") to Customer in the amount of the loan balance (the "**Loan Balance**") pursuant to the terms of this On-Bill Financing Loan Agreement ("**Loan Agreement**") and PG&E's rate schedules E-OBF and/or G-OBF, as applicable (the "**Schedule**").

To request the Loan, Customer has submitted a completed On-Bill Financing Application and associated documentation as required by PG&E (the "**Application**"). Collectively the Application and this Loan Agreement (including any Adjustment hereunder) comprise the "Agreement".

1. Customer shall complete the Work as described in the Application.
2. The estimated Loan Balance is set forth below. The total cost of the Work as installed, rebate/incentive for qualifying energy efficiency measures, Loan Balance, monthly payment, and loan term specified in this Loan Agreement may be adjusted, if necessary, after the Work and the post-installation inspection described in the Application and/or herein are completed (the "**Adjustment**"). The Adjustment will be calculated using the actual total cost of the Work, as installed, and the estimated energy savings (as described in the Application) of such Work. In no event will the Loan Balance be increased without Customer's written consent, even if Customer is eligible for such increased Loan Balance. Moreover, in no event will the Loan Balance exceed the maximum loan amount stipulated in the Application. Customer understands that in order to be eligible for the Loan, the initial Loan Balance for Work may not fall below the minimum loan amount, nor may the payback period exceed the maximum payback period. **Accordingly, if after the Adjustment, the Loan Balance falls below the minimum loan amount or if the simple payback period exceeds the program maximum payback period, each as described in the Application, PG&E shall have no obligation to extend the Loan, as the Work would not meet program requirements.** The Adjustment described in this paragraph will be communicated to the Customer in writing and will automatically become part of this Loan Agreement, except that any proposed increase in the Loan Balance will only become part of this Loan Agreement upon Customer's written consent to such increase.
3. **PG&E shall have no liability in connection with, and makes no warranties, expressed or implied, regarding the Work. Customer will be responsible for any and all losses and damage it may suffer in connection with, and any claims by third parties resulting from, the Work.** Customer shall indemnify and hold harmless PG&E, its affiliates, and their respective owners, officers, directors, employees and agents thereof, from and against all claims, demands, liabilities, damages, fines, settlements or judgments which arise from or are caused by (a) any breach of the Agreement by Customer; (b) any defects or problems with the Work, or the failure of the Work to deliver any anticipated energy efficiencies; (c) Customer's failure to pay any amount due or claimed by any Contractor with respect to the Work; or (d) the wrongful or negligent acts or omissions of any party (including any Contractor) in the conduct or performance of the Work.

OFF-BILL AND ON-BILL FINANCING LOAN AGREEMENT FOR SELF-INSTALLED PROJECTS

4. Customer represents and warrants that (a) Customer is receiving this Loan solely for Work obtained in connection with Customer's business, and not for personal, family or household purposes; (b) Customer, if not an individual or a government agency, is duly organized, validly existing and in good standing under the laws of its state of formation, and has full power and authority to enter into this Agreement and to carry out the provisions of this Agreement. Customer is duly qualified and in good standing to do business in all jurisdictions where such qualification is required; (c) this Loan Agreement has been duly authorized by all necessary proceedings, has been duly executed and delivered by Customer and is a valid and legally binding agreement of Customer duly enforceable in accordance with its terms; (d) no consent, approval, authorization, order, registration or qualification of or with any court or regulatory authority or other governmental body having jurisdiction over Customer is required for, and the absence of which would adversely affect, the legal and valid execution and delivery of this Loan Agreement, and the performance of the transactions contemplated by this Loan Agreement; (e) the execution and delivery of this Loan Agreement by Customer hereunder and the compliance by Customer with all provisions of this Loan Agreement: (i) will not conflict with or violate any Applicable Law; and (ii) will not conflict with or result in a breach of or default under any of the terms or provisions of any loan agreement or other contract or agreement under which Customer is an obligor or by which its property is bound; and (f) all factual information furnished by Customer to PG&E in the Application and pursuant to this Agreement is true and accurate.
5. The Application must include the Federal Tax Identification Number or Social Security Number of the party who will be the recipient of the checks for the rebate/incentive or any Loan proceeds. Customer acknowledges that PG&E will not be responsible for any tax liability imposed on the Customer or any contractor in connection with the transactions contemplated under the Agreement, whether by virtue of the Loan contemplated under the Agreement, or otherwise, and Customer shall indemnify PG&E for any tax liability imposed upon PG&E as a result of the transactions contemplated under the Agreement.
6. Upon completion of the Work, Customer shall send a written confirmation of completion to PG&E's On-Bill Financing Program Administrator at the address listed in Section 15. Within 60 days after receiving the confirmation, PG&E (a) will conduct a post installation inspection and project verification, including review of invoices, receipts and other documents as required by PG&E to verify the correctness of any amounts claimed by Customer; (b) will adjust, if necessary, the total cost, incentive, Loan Balance, monthly payment, and loan term as stated above; and (c) if PG&E deems necessary, obtain updated financial information to verify that Customer has good credit standing (as determined by PG&E) prior to making the Loan. Customer shall give PG&E reasonable access to its premises and the Work and shall provide such updated financial information to PG&E upon request. PG&E may decline to make the Loan if PG&E determines, in its sole discretion, that Customer does not have good credit standing at that time. If the Work conforms to all requirements of the Agreement and all amounts claimed by Customer as Work costs are substantiated to PG&E's reasonable satisfaction, and PG&E is satisfied that Customer has good credit standing, PG&E will issue a check ("**Check**") to Customer for all amounts PG&E approves for payment in accordance with the Agreement. The date of such issuance is the "**Issuance Date**". Customer shall be responsible for paying any outstanding fees due to any contractor for the Work.



OFF-BILL AND ON-BILL FINANCING LOAN AGREEMENT FOR SELF-INSTALLED PROJECTS

7. Customer shall repay the Loan Balance to PG&E as provided in this Loan Agreement irrespective of whether or when the Work is completed, or whether the Work is in any way defective or deficient, and whether or not the Work delivers energy efficiency savings to Customer.
8. The monthly payments will be included by PG&E on the Account's regular energy service bills, or by separate bill, in PG&E's discretion. Regardless whether the monthly payments are included in the regular utility bill or a separate loan installment bill, the following repayment terms will apply:
 - a. The Customer agrees to repay to PG&E the Loan Balance in the number of payments listed below and in equal installments (with the final installment adjusted to account for rounding), by the due date set forth in each PG&E utility bill or loan installment bill rendered in connection with Customer's account (identified by the number set forth below) ("Account"), commencing with the bill which has a due date falling at least 30 days after the Issuance Date.
 - b. If separate energy service bills and loan installment bills are provided, amounts due under this Loan Agreement as shown in the loan installment bill shall be deemed to be amounts due under each energy services bill to the Account, and a default under this Loan Agreement shall be treated as a default under the Account.
 - c. If the Customer is unable to make a full utility bill payment in a given month, payment arrangements may be made at PG&E's discretion.
 - d. Any partial bill payments received for a month will be applied in equal proportion to the energy charges and the loan obligation for that month, and the Customer may be considered in default of both the energy bill and the loan installment bill.
 - e. Further payment details are set forth below.
9. Any notice from PG&E to Customer regarding the Program or the transactions contemplated under the Loan Agreement may be provided within a PG&E utility bill or loan installment bill, and any such notices may also be provided to Customer at the address below or to the Customer's billing address of record in PG&E's customer billing system from time to time, and in each case shall be effective five (5) days after they have been mailed.
10. The Loan Balance shall not bear interest.
11. Customer may, without prepayment penalty, pay the entire outstanding loan balance in one lump sum payment provided the customer first notifies PG&E by telephoning the toll free phone number (1-800-468-4743), and by sending written notice to PG&E On-Bill Financing Program Administrator at the address listed below, in advance of making the lump sum payment. Accelerated payments that are received from Customer without PG&E's prior approval may, at PG&E's sole discretion, be applied proportionally to subsequent energy charges and Loan repayments and PG&E shall have no obligation to apply accelerated payments exclusively to reduction of the outstanding Loan.



OFF-BILL AND ON-BILL FINANCING LOAN AGREEMENT FOR SELF-INSTALLED PROJECTS

12. The entire outstanding Loan Balance will become immediately due and payable, and shall be paid by Customer within 30 days if: (i) the Account is closed or terminated for any reason; (ii) Customer defaults under the Agreement; (iii) Customer sells or transfers ownership of the equipment forming part of the Work to any third party (including as part of a sale or lease of premises or transfer of business or otherwise); or (iv) Customer becomes Insolvent. Customer becomes "Insolvent" if: (i) Customer is unable to pay its debts as they become due or otherwise becomes insolvent, makes a general assignment for the benefit of its creditors, or suffers or permits the appointment of a receiver for its business or assets or otherwise ceases to conduct business in the normal course; or (ii) any proceeding is commenced by or against Customer under any bankruptcy or insolvency law that is not dismissed or stayed within 45 days.

13. Customer understands that without limiting any other remedy available to PG&E against Customer, **failure to repay the Loan Balance in accordance with the terms of the Agreement could result in shut-off of utility energy service, adverse credit reporting, and collection procedures, including, without limitation, legal action.**

14. If there is any conflict among the documents comprising the Agreement, the following order of priority shall apply: 1. this Loan Agreement; 2. the Application; 3. any documents attached to the Application.

15. Loan Particulars.

<i>This table is to be completed by PG&E</i>					
\$	\$	\$	\$		
Total Cost	Incentive	Loan Balance¹	Monthly Payment	Term², Months	Number of Payments

16. This agreement at all times shall be subject to such modifications as the California Public Utilities Commission may direct from time to time in the exercise of its jurisdiction.

Check Made Payable to Customer

¹ The Loan Balance shall not exceed one-hundred thousand dollars (\$100,000) for commercial customers and shall not exceed two-hundred fifty thousand dollars (\$250,000) for government agency customers, excepting loans to government agency customers where, in PG&E's sole opinion, the opportunity for uniquely large energy savings exist, in which case the Loan Balance may exceed two-hundred fifty thousand dollars (\$250,000) but shall not exceed one million dollars (\$1,000,000).

² Commercial loans may have their loan terms extended beyond five years, not to exceed the expected useful life (EUL) of the bundle of energy efficiency measures proposed, when credit and risk factors support this..



OFF-BILL AND ON-BILL FINANCING LOAN AGREEMENT FOR SELF-INSTALLED PROJECTS

Customer Details

Federal Tax ID or Social Security #, Customer

PG&E Account # / Service Agreement #

Account Name, Customer

Service Address, Customer

Name and Title of Authorized Representative of Customer

Signature of Authorized Representative of Customer

Date

ACCEPTED: Pacific Gas and Electric Company

PG&E On-Bill Financing Program Manager

Date

Address:
PG&E Integrated Processing Center
P.O. Box 7265
San Francisco, CA 94120-7265



Pacific Gas and Electric Company
San Francisco, California
U 39

Revised
Cancelling Original

Cal. P.U.C. Sheet No. 32501-E
Cal. P.U.C. Sheet No. 32057-E

ELECTRIC SAMPLE FORM 79-1143
CALIFORNIA STATE GOVERNMENT CUSTOMERS
ON-BILL FINANCING LOAN AGREEMENT

Sheet 1

Advice Letter No: 4200-E
Decision No. 11-05-018

Issued by
Brian K. Cherry
Vice President
Regulatory Relations

Date Filed March 14, 2013
Effective March 14, 2013
Resolution No. _____



CALIFORNIA STATE GOVERNMENT **CUSTOMERS** **ON-BILL FINANCING LOAN AGREEMENT**

The undersigned customer (“**Customer**”) has contracted for the provision of energy efficiency/demand response equipment and services (the “**Work**”) which qualify for one or more of PG&E’s applicable rebate or incentive programs. Subject to the conditions (including the process for Adjustment and preconditions to funding) set forth below, Pacific Gas & Electric Company (“**PG&E**”) shall extend a loan (the “**Loan**”) to Customer in the amount of the loan balance (the “**Loan Balance**”) pursuant to the terms of this On-Bill Financing Loan Agreement (“**Loan Agreement**”) and PG&E’s rate schedules E-OBF and/or G-OBF, as applicable (the “**Schedule**”).

To request the Loan, Customer has submitted a completed On-Bill Financing Application and associated documentation as required by PG&E (the “**Application**”). Collectively the Application and this Loan Agreement (including any Adjustment hereunder) comprise the “**Agreement**”.

1. Customer shall arrange for its Contractor, as identified at the end of this Agreement (“**Contractor**”), to provide the Work as described in the Application.
2. The estimated Loan Balance is set forth below. The total cost of the Work as installed, rebate/incentive for qualifying energy efficiency measures, Loan Balance, monthly payment, and loan term specified in this Loan Agreement may be adjusted, if necessary, after the Work and the post-installation inspection described in the Application and/or herein are completed (the “**Adjustment**”). The Adjustment will be calculated using the actual total cost of the Work, as installed, and the estimated energy savings (as described in the Application) of such Work. In no event will the Loan Balance be increased without Customer’s written consent, even if Customer is eligible for such increased Loan Balance. Moreover, in no event will the Loan Balance exceed the maximum loan amount stipulated in the Application. Customer understands that in order to be eligible for the Loan, the initial Loan Balance for Work may not fall below the minimum loan amount, nor may the payback period exceed the maximum payback period. **Accordingly, if after the Adjustment, the Loan Balance falls below the minimum loan amount or if the simple payback period exceeds the program maximum payback period, each as described in the Application, PG&E shall have no obligation to extend the Loan, as the Work would not meet program requirements.** The Adjustment described in this paragraph will be communicated to the Customer in writing and will automatically become part of this Loan Agreement, except that any proposed increase in the Loan Balance will only become part of this Loan Agreement upon Customer’s written consent to such increase.
3. **PG&E shall have no liability in connection with, and makes no warranties, expressed or implied, regarding the Work.** The Parties acknowledge and agree that PG&E is only providing the State with financing. The Customer has independently hired contractors (“**State Contractors**”) to perform the work on behalf of the Customer to qualify for financing. The Customer acknowledges and agrees that the State Contractors are not third party beneficiaries to this agreement between the Customer and PG&E. To the extent authorized by law and subject to appropriation of the Legislature, the Customer agrees that it will look only to State Contractors for any claims related to the installed equipment or its performance and that PG&E shall have no responsibility or liability, except for the payment of the loan proceeds, and the Customer shall indemnify PG&E for any claims made by the State Contractors against PG&E.
4. Customer represents and warrants that (a) Customer is receiving this Loan solely for Work obtained in connection with Customer’s business, and not for personal, family or household purposes; (b) Customer, if not an individual or a government agency, is duly



CALIFORNIA STATE GOVERNMENT CUSTOMERS ON-BILL FINANCING LOAN AGREEMENT

organized, validly existing and in good standing under the laws of its state of formation, and has full power and authority to enter into this Agreement and to carry out the provisions of this Agreement. Customer is duly qualified and in good standing to do business in all jurisdictions where such qualification is required; (c) this Loan Agreement has been duly authorized by all necessary proceedings, has been duly executed and delivered by Customer and is a valid and legally binding agreement of Customer duly enforceable in accordance with its terms; (d) no consent, approval, authorization, order, registration or qualification of or with any court or regulatory authority or other governmental body having jurisdiction over Customer is required for, and the absence of which would adversely affect, the legal and valid execution and delivery of this Loan Agreement, and the performance of the transactions contemplated by this Loan Agreement; (e) the execution and delivery of this Loan Agreement by Customer hereunder and the compliance by Customer with all provisions of this Loan Agreement: (i) will not conflict with or violate any Applicable Law; and (ii) will not conflict with or result in a breach of or default under any of the terms or provisions of any loan agreement or other contract or agreement under which Customer is an obligor or by which its property is bound; and (f) all factual information furnished by Customer to PG&E in the Application and pursuant to this Agreement is true and accurate.

5. The Application must include the Federal Tax Identification Number or Social Security Number of the party who will be the recipient of the checks for the rebate/incentive or any Loan proceeds. Checks may be issued directly to the Customer or its designated Contractor or both, for the benefit of the Customer, as specified below. Customer acknowledges that PG&E will not be responsible for any tax liability imposed on the Customer or its contractor in connection with the transactions contemplated under the Agreement, whether by virtue of the Loan contemplated under the Agreement, or otherwise, and Customer shall indemnify PG&E for any tax liability imposed upon PG&E as a result of the transactions contemplated under the Agreement.
6. Upon completion of the Work, Customer shall send a written confirmation of completion to PG&E's On-Bill Financing Program Administrator at the address listed in Section 15. Within 60 days after receiving the confirmation, PG&E (a) will conduct a post installation inspection and project verification, including review of invoices, receipts and other documents as required by PG&E to verify the correctness of any amounts claimed by Customer; and (b) will adjust, if necessary, the total cost, incentive, Loan Balance, monthly payment, and loan term as stated above. Customer shall give PG&E reasonable access to its premises and the Work. If the Work conforms to all requirements of the Agreement and all amounts claimed by Customer as Work costs are substantiated to PG&E's reasonable satisfaction, PG&E will issue a check ("**Check**") to Customer or Contractor (as designated by Customer in Section 15) for all amounts PG&E approves for payment in accordance with the Agreement. The date of such issuance is the "**Issuance Date**". If the Check is issued to Customer, Customer shall be responsible for paying any outstanding fees due to Contractor for the Work. If the Check is less than the amount due from Customer to Contractor, Customer shall be responsible for the excess due to the Contractor.
7. Customer shall repay the Loan Balance to PG&E as provided in this Loan Agreement irrespective of whether or when the Work is completed, or whether the Work is in any way defective or deficient, and whether or not the Work delivers energy efficiency savings to Customer.



CALIFORNIA STATE GOVERNMENT **CUSTOMERS** **ON-BILL FINANCING LOAN AGREEMENT**

8. The monthly payments will be included by PG&E on the Account's regular energy service bills, or by separate bill, in PG&E's discretion. Regardless whether the monthly payments are included in the regular utility bill or a separate loan installment bill, the following repayment terms will apply:
 - a. The Customer agrees to repay to PG&E the Loan Balance in the number of payments listed below and in equal installments (with the final installment adjusted to account for rounding), by the due date set forth in each PG&E utility bill or loan installment bill rendered in connection with Customer's account (identified by the number set forth below) ("Account"), commencing with the bill which has a due date falling at least 30 days after the Issuance Date.
 - b. If separate energy service bills and loan installment bills are provided, amounts due under this Loan Agreement as shown in the loan installment bill shall be deemed to be amounts due under each energy services bill to the Account, and a default under this Loan Agreement shall be treated as a default under the Account.
 - c. If the Customer is unable to make a full utility bill payment in a given month, payment arrangements may be made at PG&E's discretion.
 - d. Any partial bill payments received for a month will be applied in equal proportion to the energy charges and the loan obligation for that month, and the Customer may be considered in default of both the energy bill and the loan installment bill.
 - e. Further payment details are set forth below.
9. Any notice from PG&E to Customer regarding the Program or the transactions contemplated under the Loan Agreement may be provided within a PG&E utility bill or loan installment bill, and any such notices may also be provided to Customer at the address below or to the Customer's billing address of record in PG&E's customer billing system from time to time, and in each case shall be effective five (5) days after they have been mailed.
10. The Loan Balance shall not bear interest.
11. Customer may, without prepayment penalty, pay the entire outstanding loan balance in one lump sum payment provided the customer first notifies PG&E by telephoning the toll free phone number (1-800-468-4743), and by sending written notice to PG&E On-Bill Financing Program Administrator at the address listed below, in advance of making the lump sum payment. Accelerated payments that are received from Customer without PG&E's prior approval may, at PG&E's sole discretion, be applied proportionally to subsequent energy charges and Loan repayments and PG&E shall have no obligation to apply accelerated payments exclusively to reduction of the outstanding Loan.
12. The entire outstanding Loan Balance will become immediately due and payable, and shall be paid by Customer within 30 days if: (i) the Account is closed or terminated for any reason; (ii) Customer defaults under the Agreement; (iii) Customer sells the equipment forming part of the Work to any third party; or (iv) Customer becomes Insolvent. Customer becomes "Insolvent" if: (i) Customer is unable to pay its debts as they become due or otherwise becomes insolvent, makes a general assignment for the benefit of its creditors, or suffers or permits the appointment of a receiver for its business



CALIFORNIA STATE GOVERNMENT CUSTOMERS ON-BILL FINANCING LOAN AGREEMENT

or assets or otherwise ceases to conduct business in the normal course; or (ii) any proceeding is commenced by or against Customer under any bankruptcy or insolvency law that is not dismissed or stayed within 45 days.

13. Customer understands that without limiting any other remedy available to PG&E against Contractor or Customer, **failure to repay the Loan Balance in accordance with the terms of the Agreement could result in shut-off of utility energy service, adverse credit reporting, and collection procedures, including, without limitation, legal action.**

14. If there is any conflict among the documents comprising the Agreement, the following order of priority shall apply: 1. this Loan Agreement; 2. the Application; 3. any documents attached to the Application.

15. STATE OF CALIFORNIA REQUIREMENT

a. All Payment Obligations Subject to Appropriation

The Customer acknowledges that the cost incurred pursuant to this Loan Agreement will be part of the monthly bill for electricity use. All payment obligations and the Work replacement obligations of the Customer under this Loan Agreement or any related agreement or application is subject to appropriation by the Legislature of the State of California.

b. No Lien or Encumbrance; Subordination:

(1) Notwithstanding any other provision in this Loan Agreement – , PG&E acknowledges that nothing in this Loan Agreement shall constitute a mortgage, charge, assignment, transfer, pledge, lien or encumbrance upon either the Work or any part of the buildings, structures or related facilities in which the Work is constructed, installed or situated (collectively, the “Related Facilities”). Accordingly, PG&E agrees it will not record or file any instrument that would indicate or imply it has a security interest in the Related Facilities, including but not limited to a UCC-1.

(2) In addition to the preceding paragraph (a), if this Loan Agreement were ever construed or deemed to create any such encumbrance, then: (i) this Loan Agreement shall be junior and subordinate and subject in all respects to the terms and conditions of any and all leases, and indentures related to lease revenue bonds issued by the State Public Works Board of the State of California or any other issuer of bonds on behalf of the state concerning the Related Facilities entered into in the past, the present or the future (the “Senior Security Documents”); and (ii) any term or condition of this Loan Agreement relating to any right, title or interest in the Related Facilities or other benefits derived there from shall be in all respects junior and subordinate to, and subject to the terms of, the Senior Security Documents.



CALIFORNIA STATE GOVERNMENT
CUSTOMERS
ON-BILL FINANCING LOAN AGREEMENT

16. Loan Particulars

This table is to be completed by PG&E						
Total Cost	Incentive	Customer Contribution (if applicable)	Loan Balance ¹	Monthly Payment	Term ² (months)	Number of Payments
\$	\$	\$	\$	\$		

Check Made Payable to Contractor **or Customer** [customer to select payment method.
 Note that only one check can be issued]

17. This agreement at all times shall be subject to such modifications as the California Public Utilities Commission may direct from time to time in the exercise of its jurisdiction.

Customer Details

Contractor Details

 Federal Tax ID or Social Security #, Customer

 Federal Tax ID or Social Security #, Contractor

 PG&E Account # / Service Agreement #

 Account Name, Customer

 Name, Contractor

 Service Address, Customer

 Address, Contractor

 Name and Title of Authorized Representative of Customer

 Name and Title of Authorized Representative of Contractor

 Signature of Authorized Representative of Customer

 Date

ACCEPTED: Pacific Gas & Electric Company

 PG&E On-Bill Financing Program Manager

 Date

Address:
 PG&E Integrated Processing Center
 P.O. Box 7265
 San Francisco, CA 94120-7265



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Advice Letter No: 4200-E
 Decision No. 11-05-018

Issued by
Brian K. Cherry
 Vice President
 Regulatory Relations

Date Filed March 14, 2013
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Brian K. Cherry
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**PG&E Gas and Electric
Advice Filing List
General Order 96-B, Section IV**

1st Light Energy	Douglass & Liddell	North America Power Partners
AT&T	Downey & Brand	Occidental Energy Marketing, Inc.
Alcantar & Kahl LLP	Ellison Schneider & Harris LLP	OnGrid Solar
Anderson & Poole	G. A. Krause & Assoc.	Pacific Gas and Electric Company
BART	GenOn Energy Inc.	Praxair
Barkovich & Yap, Inc.	GenOn Energy, Inc.	Regulatory & Cogeneration Service, Inc.
Bartle Wells Associates	Goodin, MacBride, Squeri, Schlotz & Ritchie	SCD Energy Solutions
Bear Valley Electric Service	Green Power Institute	SCE
Braun Blaising McLaughlin, P.C.	Hanna & Morton	SPURR
California Cotton Ginners & Growers Assn	In House Energy	San Francisco Public Utilities Commission
California Energy Commission	International Power Technology	Seattle City Light
California Public Utilities Commission	Intestate Gas Services, Inc.	Sempra Utilities
Calpine	Kelly Group	SoCalGas
Casner, Steve	Lawrence Berkeley National Lab	Southern California Edison Company
Cenergy Power	Linde	Sun Light & Power
Center for Biological Diversity	Los Angeles Dept of Water & Power	Sunshine Design
City of Palo Alto	MAC Lighting Consulting	Tecogen, Inc.
City of San Jose	MRW & Associates	Tiger Natural Gas, Inc.
Clean Power	Manatt Phelps Phillips	TransCanada
Coast Economic Consulting	Marin Energy Authority	Utility Cost Management
Commercial Energy	McKenna Long & Aldridge LLP	Utility Power Solutions
Consumer Federation of California	McKenzie & Associates	Utility Specialists
Crossborder Energy	Modesto Irrigation District	Verizon
Davis Wright Tremaine LLP	Morgan Stanley	Water and Energy Consulting
Day Carter Murphy	NLine Energy, Inc.	Wellhead Electric Company
Defense Energy Support Center	NRG Solar	Western Manufactured Housing Communities Association (WMA)
Dept of General Services	Nexant, Inc.	