

PUBLIC UTILITIES COMMISSION

505 VAN NESS AVENUE
SAN FRANCISCO, CA 94102-3298



July 19, 2013

Advice Letters 3983-E/E-A/E-B

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

**Subject: Revisions to Electric Rule 22 – Direct Access and the Submittal
of Electric Service Provider Financial Security Requirements in
in Compliance with Resolution E-4479 and Supplements**

Dear Mr. Cherry:

Advice Letters 3983-E/E-A/E-B are effective June 27, 2013 per Resolution E-4591.

Sincerely,

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

Edward F. Randolph, Director
Energy Division

PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

ENERGY DIVISION

RESOLUTION E-4591

June 27, 2013

RESOLUTION

Resolution E-4591. Pacific Gas and Electric (PG&E), Southern California Edison (SCE), and San Diego Gas & Electric Company (SDG&E) filed amended tariffs adopted in Decision (D.) 11-12-018. Resolution E-4591 replaces and supersedes Resolution E-4479 in its entirety.

PROPOSED OUTCOME: This Resolution adopts the ESP financial security calculation methodology and security amounts for each ESP to cover administrative costs of the involuntary return of DA customers to bundled service, pursuant to D.11-12-018 and Public Utilities Code Section¹ 394.25(e) and replaces and supersedes Resolution E-4479 in its entirety.

SAFETY CONSIDERATIONS: This Resolution is limited to approving the ESP financial security calculation methodology and as such has no incremental impact on safety.

ESTIMATED COST: No impact on utilities' authorized revenue requirements.

By PG&E Advice Letter (AL) 3983-E/E-A, filed on December 29, 2011 and February 3, 2012 respectively; SCE AL 2687-E/E-A, filed on January 6, 2012 and February 14, 2012 respectively; and SDG&E AL 2324-E, filed on January 3, 2012.

SUMMARY

This Resolution adopts the Electric Service Provider (ESP) financial security calculation methodology to cover the administrative costs in case of an en masse involuntary return of an ESP's customers to bundled utility service, pursuant to D.11-12-018 and Section 394.25(e). The ESP security requirements prescribed in Section 394.25(e) address the risk of cost shifting in the event of an involuntary

¹ Unless otherwise stated, all code section references are to the California Public Utilities Code.

return of Direct Access (DA) customers, by assigning responsibility to the ESP for any resulting re-entry fees. The Commission in D.11-12-018 defined an involuntary return of a DA customer to utility bundled service to be when the investor-owned utility (IOU or utility) has initiated the Direct Access Service Request process to return a customer to IOU bundled service due to any of the following events:

- a. The Commission has revoked the ESP's registration;
- b. The ESP-IOU Agreement has been terminated; or
- c. The ESP or its authorized California Independent System Operator (CAISO) Scheduling Coordinator (SC) has defaulted on its CAISO SC obligations, such that the ESP no longer has an appropriately authorized CAISO SC.

The following situations do not qualify as an involuntary return:

- a. A customer's contract with an ESP has expired; or
- b. An ESP discontinues service to a customer due to that customer's default under their service agreement with the ESP.

The Energy Division's ESP Registration unit has updated the utilities' calculations of the financial security amounts applicable for each ESP operating in the utility's service territories. Since the number of customers an ESP has is confidential information, the total financial security amount applicable to that specific ESP is also confidential. ESPs shall be required to adjust the amount of financial security held by the Commission within 30 days of the final notice of the adopted security amount provided by the Energy Division's ESP Registration unit.

Resolution E-4591 replaces and supersedes Res. E-4479 in its entirety.

BACKGROUND

Public Utilities Code Section² 394(b)(9) requires ESPs to post financial security so that residential and small commercial customers have recourse in the event of fraud or nonperformance. The Commission currently holds security in the form of bonds and cash deposits that ESPs have posted to meet these previously-established financial security requirements.

² Unless otherwise stated, all code section references are to the California Public Utilities Code.

Section 394(b)(9) requires as a precondition to registration, among other things, proof of financial viability. Section 394(b)(9) states in relevant part, “In determining the financial viability of the electric service provider, the commission shall ... ensure that residential and small commercial customers have adequate recourse in the event of fraud or nonperformance.” The Commission proposed interim ESP registration requirements applicable to ESPs serving residential and small commercial customers in D.98-03-072 and confirmed those requirements in D.99-05-034. The financial security requirements adopted in these decisions addressed the Section 394(b)(9) requirement for residential and small commercial customers to have recourse in the event of an ESP’s fraud or nonperformance. The amount of this security requirement, ranging from \$25,000 to \$100,000, varies depending on the number of customers the ESP serves. These financial security requirements remain in effect, unaltered by D.11-12-018.

D.03-12-015 issued pursuant to Assembly Bill (AB) 117,³ imposed a new financial security requirement on all ESPs, not just those serving residential and small commercial customers.

The Commission issued D.03-12-015 pursuant to Assembly Bill (AB) 117,⁴ which imposed a new financial security requirement. The impact of adding subdivision (e) to Section 394 was to require ESPs to post security to cover re-entry fees in the event an ESP returns its customers involuntarily to bundled service. D.03-12-015 did not define re-entry fees. Instead this decision applied the security requirements existing at the time for ESPs serving residential and small commercial customers to all ESPs.

D.11-12-018 requires financial security to cover re-entry fees and prevent cost-shifting in the event an ESP returns its customers involuntarily to bundled service.

In D.11-12-018, the Commission, in re-evaluating the rules applicable to DA, considered the financial security requirements for ESPs pursuant specifically to

³ Assembly Bill (AB) 117 (Stats. 2002, Ch. 838), among other things, also amended Section 394 to expand the ESP registration requirement to include all ESPs, not just those offering service to residential and small commercial customers.

⁴ *Ibid.*

Section 394.25(e).⁵ This section provides that in the event an ESP returns customers involuntarily to utility bundled service, the ESP is responsible for any re-entry fees necessary to avoid imposing costs on other customers of the utility. Therefore, the statute requires that the ESP post a bond or demonstrate insurance sufficient to cover those re-entry fees as a condition of its registration.

The Commission in D.11-12-018 interpreted the scope of re-entry fees as covering a different range of costs for small commercial and residential, in contrast to the re-entry fees for large commercial and industrial DA customers. The re-entry fee applicable to the involuntary return of any customer account necessarily entails the administrative cost of switching the customer account to bundled service. In addition to those administrative costs, the Commission determined that the re-entry fees applicable to small commercial and residential DA customer accounts (that are not affiliated with large customer accounts) include incremental procurement costs of serving those accounts. Involuntarily returned large commercial and industrial DA customers, in contrast, bear the risk for increased procurement costs through payment of the Transitional Bundled Service rate, an incremental rate that reflects the utilities' procurement costs at the time. The methodology to calculate incremental procurement costs relating to the involuntary return of small commercial and residential DA customers was subsequently decided in D.13-01-021.

To quantify the administrative costs of switching DA customer accounts en masse to utility bundled service, the Commission designated as proxy, the administrative fees included in the respective retail utility tariff for returning Community Choice Aggregator customers. The re-entry fee applicable to large commercial and industrial customers is limited to these administrative costs. Small customer accounts (residential or small commercial accounts below 20 kilowatts) affiliated with a large commercial or industrial DA customer are

⁵ Section 394.25(e) states in relevant part, "If a customer of an electric service provider or a community choice aggregator is involuntarily returned to service provided by an electrical corporation, any reentry fee imposed on that customer that the commission deems is necessary to avoid imposing costs on other customers of the electrical corporation shall be the obligation of the electric service provider or a community choice aggregator, except in the case of a customer returned due to default in payment or other contractual obligations or because the customer's contract has expired. As a condition of its registration, an electric service provider or a community choice aggregator shall post a bond or demonstrate insurance sufficient to cover those reentry fees. ..."

treated as large customer accounts, not as residential and small commercial customers.

The utilities filed ALs to amend their tariffs to incorporate the ESP financial security provisions and re-entry fee provisions to cover administrative costs applicable to the involuntary return of DA customers and to set forth the calculations of security applicable to each ESP.

Pursuant to OP 14 of D.11-12-018, PG&E, SCE, and SDG&E timely filed AL 3983-E, AL 2687-E, and AL 2324-E respectively, to amend their tariffs to incorporate the ESP financial security and re-entry fee provisions to cover administrative costs applicable to the involuntary return of an ESP's customers to bundled service.

Pursuant to OP 16 of D.11-12-018, the utility advice letters also set forth the calculation of the financial security amount applicable for each ESP operating in the utility's service territory. Since the number of customer accounts served by an ESP is confidential, the utilities redacted the amount of security applicable to each ESP from the public AL filings. Each utility submitted its computations in unredacted form to the Energy Division.

To determine the amount of financial security applicable to each ESP operating in its service territory, each utility multiplied the number of customer accounts of the ESP by the currently applicable "per customer account administrative fee" of \$3.94 for PG&E; \$1.54 for SCE; and \$1.12 for SDG&E.

On February 3 and 14, 2012, PG&E and SCE filed Supplemental AL 3983-E-A and AL 2687-E-A respectively to add the Joint Protestors' suggested tariff language distinction regarding small customer accounts not affiliated with the load of a large commercial or industrial customer account.

This is explained in the Protest Section below. In replies to the Joint Protestors, PG&E, SCE, and SDG&E indicated that the Joint Protestors' suggested tariff language is acceptable to them. However, SDG&E has not yet supplemented its AL.

The Energy Division's ESP Registration unit, in conjunction with the Commission's Fiscal Office, administers the ESP financial security requirements.

Discussion in D.11-12-018 specified that, other than revisions in the amount or form of ESP financial security based on the results of R.07-05-025, previously

established administrative procedures for the posting of ESP financial security deposits with the Commission shall continue to apply.

NOTICE

Notice of PG&E AL 3983-E, SCE AL 2687-E, and SDG&E AL 2324-E was made by publication in the Commission's Daily Calendar. Each of the utilities stated in their ALs that a copy of the AL was served in accordance with Section 4 of General Order 96-B and to parties on the service list to R.07-05-025.

Pursuant to OP 16 of D.11-12-018,⁶ PG&E and SDG&E in their ALs stated that they were concurrently serving by electronic mail on each applicable ESP: (1) a copy of the advice letter with the relevant supporting data; and (2) calculations of each respective ESP's financial security amount provided confidentially only to that specific ESP in complete and unredacted form. SCE confirmed to the Energy Division by electronic mail on September 12, 2012 that it had done likewise.

PROTESTS

The one issue raised by the Joint Protestors applicable to all three utilities was that the proposed tariff revisions do not adequately address a distinction the Commission made in D.11-12-018 about small customer accounts.

PG&E AL 3983-E, SCE AL 2687-E, and SDG&E AL 2324-E were separately protested on January 18, 26, and 23, respectively by Alliance for Retail Energy Markets, the Direct Access Customer Coalition, the Retail Energy Supply Association, the Energy Users Forum and the School Project for Utility Rate Reduction (Joint Protestors).⁷ The Joint Protestors object that the utilities' proposed tariff language is not explicit that the financial security requirement

⁶ OP 16 states in relevant part, "... Concurrently with submitting the advice letter to the Energy Division, the utility shall serve by electronic means on each applicable ESP a copy of the advice letter, with the relevant supporting data and calculations of each respective ESP's financial security amount provided confidentially only to that specific ESP in complete and unredacted form."

⁷ Pursuant to OP 17 of D.11-12-018, the Commission provided the ESPs an opportunity to protest within 20 days of the advice letter filing if they believed that the financial security amount had been calculated inaccurately by the utility or in conflict with the adopted processes. The Energy Division received no protests from ESPs.

approved for ESPs in D.11-12-018 treats a small customer account (residential or small commercial load below 20 kilowatts) that is affiliated with the load of a large commercial or industrial customer as a large customer account. Thus, the Joint Protestors recommend specific corrective language.

PG&E on January 25, 2012, SCE on February 2, 2012, and SDG&E on January 30, 2012, replied to the Joint Protestors' protest, stating that they would file a Supplemental Advice Letter to clarify their respective tariffs as requested by the Joint Protestors.

In addition, the Joint Protestors raised an issue specific to SCE AL 2687-E, namely that the re-entry fee of \$1.54 does not comport with the \$1.49 figure referenced on Page 70 of D.11-12-018, and that SCE did not explain this discrepancy.

In its reply, SCE explained that the re-entry cost figure of \$1.54 submitted in Advice Letter 2687-E complies with D.11-12-018, because it reflects the current fee approved for inclusion in Schedule CCA-SF, Section E.2. In D.11-12-018, OP 20, the Commission directed the utilities to use as a proxy for the administrative cost of the involuntary return of an ESP's customers, the tariffed administrative fee for returning CCA customers. SCE explained that the fee applicable to returning CCA customers was \$1.49 for years, but pursuant to D.09-03-025 and AL 2336-E, the current \$1.54 figure was incorporated into SCE's Schedule CCA-SF. Accordingly, as the CCA fee is modified to reflect SCE's administrative costs to return CCA customer accounts to bundled service, the proxy applicable to involuntary returns of ESP customer accounts should likewise be adjusted.

DISCUSSION

ESPs shall adjust the amount of their posted financial security within 30 days of final notice from the Energy Division's ESP Registration unit.

The financial security computations addressed in this resolution are limited to the administrative costs of switching accounts returned involuntarily to bundled service.⁸ To compute the financial security applicable to each ESP, the utilities

⁸ The financial security requirement related to procurement costs that is applicable only to ESPs serving residential and small commercial customer accounts not affiliated with large commercial accounts was addressed separately in D.13-01-021.

multiplied the “number of customer accounts” served by the ESP times the “currently applicable per customer account administrative fee” of \$3.94 for PG&E; \$1.54 for SCE; and \$1.12 for SDG&E. Due to the timing involved, the utilities used ESP customer account numbers from the end of November 2011. Meanwhile, ESPs had the opportunity to gain customers as the load allowable under the 2012 and 2013 DA load caps became available.

Energy Division updated the utility computations with customer account numbers from the January 31, 2013 Direct Access Service Request Reports provided by the utilities to the Energy Division. The Energy Division also updated the applicable administrative fees from the utilities’ CCA tariffs. The update results in a \$1.37⁹ fee for SCE based on the current CCA tariff. Finally, Energy Division summed the amounts applicable to each ESP for all three utilities. Because an ESP’s number of customer accounts is confidential, the amount of security to be posted by each ESP for administrative costs is also confidential and thus not provided in this resolution.

The Energy Division’s ESP Registration unit will provide each ESP with a notice of the amount of financial security due on an aggregate-statewide basis. Within 30 days of this notice, the ESP shall post the requisite financial security.

The utilities should update their tariffs.

The tariffs to which the utilities added language about the new ESP financial security requirements need to be updated.

References to an ESP registration requirement for ESPs serving residential or small commercial customers should be corrected to indicate that all ESPs regardless of customer classes they serve are required to register with the Commission.

Pursuant to Public Utilities Code Section 394(b), each ESP, as defined, is required to register with the CPUC, without regard to whether the ESP offers service to residential and/or small commercial customers. Utility tariff language should reflect that all ESPs are required to register with the CPUC (PG&E, Rule 22.C.1.b, 22.D.2; SDG&E Rule 25.C.1.b and Rule 25.D.2).

⁹ Pursuant to D.12-11-051.

The list of ESPs updated daily is posted on the Commission's web page; utility tariff language should refer to that list.

The Commission maintains the list of registered ESPs. The list of Registered ESPs is posted on the Commission's web page, with the date of the last update. Pursuant to Section 392.1(a), "The commission shall maintain and make generally available a list of entities offering electrical services operating in California. ... The commission shall, upon request, make this information available at no charge. ..." Thus utility tariffs should reference this posted list (PG&E, Rule 22.C.1.b and SDG&E Rule 25.C.1.b).

COMMENTS

Public Utilities Code section 311(g)(1) provides that this resolution must be served on all parties and subject to at least 30 days public review and comment prior to a vote of the Commission. Accordingly, on March 19, 2013, the draft of Resolution E-4479¹⁰ was mailed to parties for comments. Only Southern California Edison Company (SCE) submitted comments on the draft Resolution E-4479 on April 8, 2013. This section explains the limited changes we made to the DR as a result of the issues SCE raised in its comments.

Resolution E-4479 inadvertently omitted the revisions that were made in response to SCE's comments on the draft resolution. Resolution E-4591 has been drafted to correct that inadvertent error.

SCE did, in fact, submit Supplemental AL 2687-E-A on February 14, 2012 in response to language suggested in a protest with which the utilities agree. The DR has been corrected accordingly.

Customer accounts affiliated with a large customer are those accounts that are part of a contract between an ESP and a large customer.

In its comments on draft Resolution E-4479, SCE requested a clarification on the meaning of "affiliated," and/or select for consistent use either "affiliated" as used on Page 6 or "associated" as used on Page 4. The term used in D.11-12-018

¹⁰ Resolution E-4479-E was signed out on April 18, 2013 with the Comments Section inadvertently omitted. This resolution reflects the comments received on Draft Resolution (DR) E-4479.

and D.13-01-021 is “affiliated”, and the reference on p. 4 has been corrected accordingly. Thus, the term, “affiliated” account in this resolution refers to a customer account that is, as explained in D.99-05-034 (p. 76), is part of an ESP’s contract to serve a medium to large commercial or industrial customer with electricity.

FINDINGS AND CONCLUSIONS

1. PG&E filed Advice Letter (AL) 3983-E; SCE filed AL 2687-E; and SDG&E filed AL 2324-E in compliance with Ordering Paragraph 14 of Decision (D.)11-12-018, which directed the utilities to file Tier 2 Advice Letters by January 6, 2012 to amend their tariffs to incorporate the Electric Service Provider (ESP) financial security provisions and re-entry fee provisions to cover administrative costs applicable to the involuntary return of Direct Access (DA) customers, as adopted in the decision. These advice letters were also to set forth the calculation of the financial security and reentry fee amount for each ESP to cover administrative costs applicable to the involuntary return of DA customers to utility bundled service.
2. The section 394(b)(9) ESP financial security requirement implemented by D.99-05-034 remains in effect for ESPs to post financial security to provide residential and small commercial customers with recourse in the event of an ESP’s fraud or nonperformance.
3. Discussion in Decision 11-12-018 provides guidance that administrative procedures for the posting of ESP financial security deposits with the Commission shall continue to apply, subject to any revisions in the amount or form of ESP financial security.
4. A small commercial account is defined as a commercial account with load less than 20 kilowatts.
5. A residential or small commercial account that is affiliated with a large account is treated as a large account for purposes of establishing the ESP financial security requirement, pursuant to Section 394.25(e), to cover costs incurred when an ESP’s customers are returned involuntarily to bundled utility service.
6. ESPs shall receive notices from the Energy Division’s ESP Registration unit about the financial security requirements applicable to each ESP specifically and any adjustments as required by the Commission in D.11-12-018.

THEREFORE IT IS ORDERED THAT:

1. The request of PG&E in Advice Letter AL 3983-E/-E-A, SCE in AL 2687-E/-E-A, and SDG&E in AL 2324-E, Pursuant to Ordering Paragraph 14 of Decision (D.) 11-12-018, for approval of amended tariffs to incorporate the Electric Service Provider (ESP) financial security provisions and re-entry fee provisions to cover administrative costs applicable to the involuntary return of Direct Access (DA) customers to bundled service and the calculation of the amount of financial security applicable for each ESP is approved as modified herein.
2. ESPs shall adjust the amount of their posted financial security within 30 days of notice from the Energy Division's ESP Registration unit.
3. Within 30 days of the effective date of this Resolution, the utilities shall supplement their advice letters to update their tariffs as follows:
 - SDG&E shall revise its tariffs as suggested by the Joint Protestors to clarify that residential and small commercial accounts affiliated with large customer accounts are treated as large customer accounts for purposes of establishing ESP financial security requirements.
 - References in utility tariffs to an ESP registration requirement for ESPs serving residential or small commercial customers should be corrected to indicate that all ESPs are required to register with the Commission (PG&E, Rule 22.C.1.b, 22.D.2; SDG&E Rule 25.C.1.b and Rule 25.D.2).
 - Utility tariffs shall refer to the list of registered ESPs on the Commission's web page (PG&E Rule 22.C.1.b and SDG&E Rule 25.C.1.b).
4. This Resolution replaces and supersedes Resolution E-4479 in its entirety.

This Resolution is effective today.

I certify that the foregoing resolution was duly introduced, passed and adopted at a conference of the Public Utilities Commission of the State of California held on June 27, 2013; the following Commissioners voting favorably thereon:

/s/ PAUL CLANON

Paul Clanon

Executive Director

MICHAEL R. PEEVEY

President

MICHEL PETER FLORIO

CATHERINE J.K. SANDOVAL

MARK J. FERRON

CARLA J. PETERMAN

Commissioners

PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

ENERGY DIVISION

RESOLUTION E-4479

April 18, 2013

R E S O L U T I O N

Resolution E-4479 Pacific Gas and Electric Company (PG&E), Southern California Edison Company (SCE), and San Diego Gas & Electric Company (SDG&E) filed amended tariffs to incorporate the Electric Service Provider (ESP) financial security provisions and re-entry fee provisions adopted in Decision (D.) 11-12-018.

PROPOSED OUTCOME: This Resolution adopts the ESP financial security calculation methodology and security amounts for each ESP to cover administrative costs of the involuntary return of DA customers to bundled service, pursuant to D.11-12-018 and Public Utilities Code Section¹ 394.25.e.

SAFETY CONSIDERATIONS: This Resolution is limited to approving the ESP financial security calculation methodology and as such has no incremental impact on safety.

ESTIMATED COST: No impact on utilities' authorized revenue requirements.

By PG&E Advice Letter (AL) 3983-E/E-A, filed on December 29, 2011 and February 3, 2012 respectively; SCE AL 2687-E, filed on January 6, 2012; and SDG&E AL 2324-E, filed on January 3, 2012.

SUMMARY

This Resolution adopts the Electric Service Provider (ESP) financial security calculation methodology to cover the administrative costs in case of an en masse involuntary return of an ESP's customers to bundled utility service, pursuant to D.11-12-018 and Section 394.25(e). The ESP security requirements prescribed in

¹ Unless otherwise stated, all code section references are to the California Public Utilities Code.

Section 394.25(e) address the risk of cost shifting in the event of an involuntary return of Direct Access (DA) customers, by assigning responsibility to the ESP for any resulting re-entry fees. The Commission in D.11-12-018 defined an involuntary return of a DA customer to utility bundled service to be when the investor-owned utility (IOU or utility) has initiated the Direct Access Service Request process to return a customer to IOU bundled service due to any of the following events:

- a. The Commission has revoked the ESP's registration;
- b. The ESP-IOU Agreement has been terminated; or
- c. The ESP or its authorized California Independent System Operator (CAISO) Scheduling Coordinator (SC) has defaulted on its CAISO SC obligations, such that the ESP no longer has an appropriately authorized CAISO SC.

The following situations do not qualify as an involuntary return:

- a. A customer's contract with an ESP has expired; or
- b. An ESP discontinues service to a customer due to that customer's default under their service agreement with the ESP.

The Energy Division's ESP Registration unit has updated the utilities' calculations of the financial security amounts applicable for each ESP operating in the utility's service territories. Since the number of customers an ESP has is confidential information, the total financial security amount applicable to that specific ESP is also confidential. ESPs shall be required to adjust the amount of financial security held by the Commission within 30 days of Energy Division's final notice of the adopted security amount.

BACKGROUND

Public Utilities Code Section² 394(b)(9) requires ESPs to post financial security so that residential and small commercial customers have recourse in the event of fraud or nonperformance. The Commission currently holds security in the form of bonds and cash deposits that ESPs have posted to meet these previously-established financial security requirements.

Section 394(b)(9) requires as a precondition to registration, among other things, proof of financial viability. Section 394(b)(9) states in relevant part, "In

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determining the financial viability of the electric service provider, the commission shall ... ensure that residential and small commercial customers have adequate recourse in the event of fraud or nonperformance.” The Commission proposed interim ESP registration requirements applicable to ESPs serving residential and small commercial customers in D.98-03-072 and confirmed those requirements in D.99-05-034. The financial security requirements adopted in these decisions addressed the Section 394(b)(9) requirement for residential and small commercial customers to have recourse in the event of an ESP’s fraud or nonperformance. The amount of this security requirement, ranging from \$25,000 to \$100,000, varies depending on the number of customers the ESP serves. These financial security requirements remain in effect, unaltered by D.11-12-018.

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³ Assembly Bill (AB) 117 (Stats. 2002, Ch. 838), among other things, also amended Section 394 to expand the ESP registration requirement to include all ESPs, not just those offering service to residential and small commercial customers.

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Section 394.25(e).⁵ This section provides that in the event an ESP returns customers involuntarily to utility bundled service, the ESP is responsible for any re-entry fees necessary to avoid imposing costs on other customers of the utility. Therefore, the statute requires that the ESP post a bond or demonstrate insurance sufficient to cover those re-entry fees as a condition of its registration.

The Commission in D.11-12-018 interpreted the scope of re-entry fees as covering a different range of costs for small commercial and residential, in contrast to the re-entry fees for large commercial and industrial DA customers. The re-entry fee applicable to the involuntary return of any customer account necessarily entails the administrative cost of switching the customer account to bundled service. In addition to those administrative costs, the Commission determined that the re-entry fees applicable to small commercial and residential DA customer accounts (that are not associated with large customer accounts) include incremental procurement costs of serving those accounts. Involuntarily returned large commercial and industrial DA customers, in contrast, bear the risk for increased procurement costs through payment of the Transitional Bundled Service rate, an incremental rate that reflects the utilities' procurement costs at the time. The methodology to calculate incremental procurement costs relating to the involuntary return of small commercial and residential DA customers was subsequently decided in D.13-01-021.

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Pursuant to OP 14 of D.11-12-018, PG&E, SCE, and SDG&E timely filed AL 3983-E, AL 2687-E, and AL 2324-E respectively, to amend their tariffs to incorporate the ESP financial security and re-entry fee provisions to cover administrative costs applicable to an ESP's involuntary return of its customers. Pursuant to OP 16 of D.11-12-018, the utility advice letters also set forth the calculation of the financial security amount applicable for each ESP operating in the utility's service territory. Since the number of customer accounts served by an ESP is confidential, the utilities redacted the amount of security applicable to each ESP from the public AL filings. Each utility submitted its computations in unredacted form to the Energy Division.

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PROTESTS

The one issue raised by the Joint Protestors applicable to all three utilities was that the proposed tariff revisions do not adequately address a distinction the Commission made in D.11-12-018 about small commercial customers.

PG&E AL 3983-E, SCE AL 2687-E, and SDG&E AL 2324-E were separately protested on January 18, 26, and 23, respectively by Alliance for Retail Energy Markets, the Direct Access Customer Coalition, the Retail Energy Supply Association, the Energy Users Forum and the School Project for Utility Rate Reduction (Joint Protestors).⁷ The Joint Protestors object that the utilities' proposed tariff language is not explicit that the financial security requirement approved for ESPs in D.11-12-018 treat a small customer load that is affiliated with the load of a large commercial or industrial customer as a large customer account. Thus, the Joint Protestors recommend specific corrective language.

⁶ OP 16 states in relevant part, "... Concurrently with submitting the advice letter to the Energy Division, the utility shall serve by electronic means on each applicable ESP a copy of the advice letter, with the relevant supporting data and calculations of each respective ESP's financial security amount provided confidentially only to that specific ESP in complete and unredacted form."

⁷ Pursuant to OP 17 of D.11-12-018, the Commission provided the ESPs an opportunity to protest within 20 days of the advice letter filing if they believed that the financial security amount had been calculated inaccurately by the utility or in conflict with the adopted processes. The Energy Division received no protests from ESPs.

PG&E on January 25, 2012, SCE on February 2, 2012, and SDG&E on January 30, 2012, replied to the Joint Protestors' protest, stating that they would file a Supplemental Advice Letter to clarify their respective tariffs as requested by the Joint Protestors.

In addition, the Joint Protestors raised an issue specific to SCE AL 2687-E, namely that the re-entry fee of \$1.54 does not comport with the \$1.49 figure referenced on Page 70 of D.11-12-018, and that SCE did not explain this discrepancy.

In its reply, SCE explained that the re-entry cost figure of \$1.54 submitted in Advice 2678-E complies with D.11-12-018, because it reflects the current fee approved for inclusion in Schedule CCA-SF, Section E.2. In D.11-12-018, OP 20, the Commission directed the utilities to use as a proxy for administrative costs of involuntarily returned DA customers, the tariffed administrative fee for returning CCA customers. SCE explained that the fee applicable to returning CCA customers was \$1.49 for years, but pursuant to D.09-03-025 and AL 2336-E, the current \$1.54 figure was incorporated into SCE's Schedule CCA-SF. Accordingly, as the CCA fee is modified to reflect SCE's administrative costs to return CCA customer accounts to bundled service, the proxy applicable to involuntarily returned DA customer accounts should likewise be adjusted.

DISCUSSION

ESPs shall adjust the amount of their posted financial security within 30 days of final notice from the Energy Division's ESP Registration unit.

The financial security computations addressed in this resolution are limited to the administrative costs of switching accounts that the ESP returns involuntarily to bundled service.⁸ To compute the financial security applicable to each ESP, the utilities multiplied the "number of customer accounts" served by the ESP times the "currently applicable per customer account administrative fee" of \$3.94 for PG&E; \$1.54 for SCE; and \$1.12 for SDG&E. Due to the timing involved, the utilities used ESP customer account numbers from the end of November 2011. Meanwhile, ESPs had the opportunity to gain customers as the load allowable under the 2012 and 2013 DA load caps became available.

⁸ The financial security requirement related to procurement costs that is applicable only to ESPs serving residential and small commercial customer accounts not affiliated with large commercial accounts was addressed separately in D.13-01-021.

Energy Division updated the utility computations with customer account numbers from the January 31, 2013 Direct Access Service Request Reports provided by the utilities to the Energy Division. The Energy Division also confirmed the applicable administrative fees from the utilities' CCA tariffs and updated the \$1.37⁹ fee currently in effect for SCE. Finally, Energy Division summed the amounts applicable to each ESP for all three utilities. Because an ESP's number of customer accounts is confidential, the amount of security to be posted by each ESP for administrative costs is also confidential and thus not provided in this resolution.

The Energy Division's ESP Registration unit will provide each ESP with a notice of the amount of financial security due on an aggregate-statewide basis. Within 30 days of this notice, the ESP shall post the requisite financial security.

The utilities should update their tariffs.

The tariffs to which the utilities added language about the new ESP financial security requirements need to be updated.

References to an ESP registration requirement for ESPs serving residential or small commercial customers should be corrected to indicate that all ESPs regardless of customer classes they serve are required to register with the Commission.

Pursuant to Public Utilities Code Section 394(b), Each ESP, as defined, is required to register with the CPUC, without regard to whether the ESP offers service to residential and/or small commercial customers. Utility tariff language should reflect that all ESPs are required to register with the CPUC (PG&E, Rule 22.C.1.b, 22.D.2; SDG&E Rule 25.C.1.b and Rule 25.D.2).

The list of ESPs updated daily is posted on the Commission's web page; utility tariff language should refer to that list.

The Commission maintains the list of registered ESPs. The list of Registered ESPs is posted on the Commission's web page, with the date of the last update. Pursuant to Section 392.1(a), "The commission shall maintain and make generally available a list of entities offering electrical services operating in California. ... The commission shall, upon request, make this information available at no

⁹ Pursuant to D.12-11-051

charge. ..." Thus utility tariffs should reference this posted list (PG&E, Rule 22.C.1.b and SDG&E Rule 25.C.1.b).

COMMENTS

Public Utilities Code section 311(g)(1) provides that this resolution must be served on all parties and subject to at least 30 days public review and comment prior to a vote of the Commission. Section 311(g)(2) provides that this 30-day period may be reduced or waived upon the stipulation of all parties in the proceeding.

The 30-day comment period for the draft of this resolution was neither waived nor reduced. Accordingly, this draft resolution was mailed to parties for comments, and will be placed on the Commission's agenda no earlier than 30 days from today.

FINDINGS AND CONCLUSIONS

1. PG&E filed Advice Letter (AL) 3983-E; SCE filed AL 2687-E; and SDG&E filed AL 2324-E in compliance with Ordering Paragraph 14 of Decision (D.)11-12-018, which directed the utilities to file Tier 2 Advice Letters by January 6, 2012 to amend their tariffs to incorporate the Electric Service Provider (ESP) financial security provisions and re-entry fee provisions to cover administrative costs applicable to the involuntary return of Direct Access (DA) customers, as adopted in the decision. These advice letters were also to set forth the calculation of the financial security and reentry fee amount for each ESP to cover administrative costs applicable to the involuntary return of DA customers.
2. The section 394(b)(9) ESP financial security requirement implemented by D.99-05-034 remains in effect for ESPs to post financial security to provide residential and small commercial customers with recourse in the event of an ESP's fraud or nonperformance.
3. Discussion in Decision 11-12-018 provides guidance that administrative procedures for the posting of ESP financial security deposits with the Commission shall continue to apply, subject to any revisions in the amount or form of ESP financial security.
4. A small commercial account is defined as a commercial account with load less than 20 kilowatts.
5. A residential or small commercial account that is affiliated with a large account is treated as a large account for purposes of establishing the ESP financial security requirement, pursuant to Section 394.25(e), to cover costs

incurred when an ESP returns its customers involuntarily to bundled utility service.

6. ESPs shall receive notices from the Energy Division's ESP Registration unit about the financial security requirements applicable to each ESP specifically and any adjustments as required by the Commission in D.11-12-018.

THEREFORE IT IS ORDERED THAT:

1. The request of PG&E in Advice Letter AL 3983-E/-E-A, SCE in AL 2687-E, and SDG&E in AL 2324-E, Pursuant to Ordering Paragraph 14 of Decision (D.) 11-12-018, for approval of amended tariffs to incorporate the Electric Service Provider (ESP) financial security provisions and re-entry fee provisions to cover administrative costs applicable to the involuntary return of Direct Access (DA) customers to bundled service and the calculation of the amount of financial security applicable for each ESP is approved as modified herein.
2. ESPs shall adjust the amount of their posted financial security within 30 days of notice from the Energy Division's ESP Registration unit.
3. The utilities shall supplement their advice letters to update their tariffs as follows:
 - SCE and SDG&E shall revise their tariffs as suggested by the Joint Protestors to clarify that residential and small commercial accounts affiliated with large customer accounts are treated as large customer accounts for purposes of establishing ESP financial security requirements.
 - References in utility tariffs to an ESP registration requirement for ESPs serving residential or small commercial customers should be corrected to indicate that all ESPs register with the Commission (PG&E, Rule 22.C.1.b, 22.D.2; SDG&E Rule 25.C.1.b and Rule 25.D.2).
 - Utility tariffs shall refer to the list of registered ESPs on the Commission's web page (PG&E Rule 22.C.1.b and SDG&E Rule 25.C.1.b).

This Resolution is effective today.

I certify that the foregoing resolution was duly introduced, passed and adopted at a conference of the Public Utilities Commission of the State of California held on April 18, 2013; the following Commissioners voting favorably thereon:

/s/ Paul Clanon
Paul Clanon
Executive Director

MICHAEL R. PEEVEY
President
MICHEL PETER FLORIO
CATHERINE J.K. SANDOVAL
MARK J. FERRON
CARLA J. PETERMAN
Commissioners



Brian K. Cherry
Vice President
Regulation and Rates

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

Fax: 415-973-6520

December 29, 2011

Advice 3983-E

(Pacific Gas and Electric Company ID U 39 E)

Public Utilities Commission of the State of California

Subject: Revisions to Electric Rule 22 – Direct Access and the Submittal of Electric Service Provider (ESP) Financial Security Requirements in Compliance With Decision (D.) 11-12-018

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

Purpose

In compliance with Ordering Paragraphs (OP) 14, 15, 16 and 32 of California Public Utilities Commission’s (Commission) Decision (D.) 11-12-018, PG&E is submitting revisions to its electric Rule 22, *Direct Access*, to incorporate the Electric Service Provider (ESP) financial security provisions and re-entry fee provisions applicable to the involuntary return of direct access (DA) customers, and its calculation of the financial security requirements for the ESPs serving customers within its service territory.

Background

On May 24, 2007, the Commission opened an Order Instituting Rulemaking (R.07-05-025) to consider, in three phases, whether, and under what terms and conditions, to reopen the DA market. In its Phase 1 Decision (D.08-02-033), the Commission concluded that it did not have the authority to lift the DA suspension in the absence of further action by the Legislature. Subsequently, the Legislature took up the matter in Senate Bill (SB) 695. On October 11, 2009, SB 695 became law, adding Public Utilities (PU) Code Section 365.1 to provide for a partial and phased re-opening of DA for all non-residential customers, but otherwise maintaining the DA suspension established by Assembly Bill (AB) 1X (Water Code Section 80110). On March 15, 2010, the Commission issued D.10-03-022, the Phase II decision implementing the partial DA re-opening under SB 695. This decision addressed only those matters that needed to be immediately resolved in order to partially re-open the DA market

and deferred additional issues for resolution in a subsequent decision.

On December 1, 2011, the Commission issued the Phase III Decision, D.11-12-018 which, among other updates and reforms in the rate setting methodologies and rules applicable to DA service, adopted modifications to the financial security requirements for ESPs. Under Public Utilities Code Section 394.25(e), an ESP is required to post a bond or demonstrate insurance sufficient to cover the appropriate amount of any re-entry fees applicable to the involuntary return of DA customer to utility procurement service to avoid imposing costs on bundled service customers. In D.11-12-018, the Commission concluded that re-entry fees and rate treatment for large and small customers would differ. For large commercial and industrial customers (and associated smaller accounts associated with a larger DA customer), involuntarily returned DA customers are placed on Transitional Bundled Service (Schedule TBCC), while involuntarily returned residential and small commercial customers are placed directly on Bundled Portfolio Service under their Otherwise Applicable Tariff (OAT). The re-entry fee for large customers includes only an administrative fee of \$3.94 per customer account based upon the comparable customer re-entry fee previously adopted by the Commission for Community Choice Aggregation Service* (ref. Schedule E-CCA). The re-entry fee for small customers will ultimately include both the administrative fee of \$3.94 the incremental procurement costs for involuntarily returned residential and small commercial customers for a safe harbor period and then for an additional six-month period for those customers remaining on bundled service. Determination of the associated incremental procurement cost portion of the re-entry fee is held for a later decision. Consequently, PG&E can provide only the total administrative cost associated with the involuntary return of an ESP's customers in all customer classes.

Attachment A contains a table showing, by ESP, the calculated financial security amount based upon number of customers served by each ESP multiplied times the Commission approved Schedule E-CCA administrative fee of \$3.94 per customer account. As required by OP 16, the table has been redacted of any confidential ESP data utilized in the calculation. An unredacted version will be filed under confidential seal to the Energy Division. Concurrent with submitting the advice letter to the Energy Division, PG&E will serve by electronic means on each applicable ESP a copy of the advice letter, with the relevant supporting data and calculation of each respective ESP's bond amount provided confidentially only to that specific ESP in complete and unredacted form. The version of this advice letter posted at www.pge.com is redacted.

* PG&E electric Schedule E-CCA - Services To Community Choice Aggregators, Item 5.b
Customer Re-entry fee

Tariff Revisions

In compliance with D.11-12-018, PG&E proposes the following tariff revisions:

1. Electric Rule 22 -- *Direct Access Service Switching Exemption Rules*:
 - a. In Section B, *General Terms*, added a definition of "Involuntary Return."
 - b. In Section D, *ESP Service Establishment*, added a requirement that the ESP must provide certification from the Commission that it has posted a bond or demonstrated insurance sufficient to cover its financial security requirements to the registration process..
 - c. Added a new Section Q, *ESP Financial Security Requirements*, to incorporate the Commission's adopted financial security provisions and re-entry fee provisions to cover the administrative costs applicable to the involuntary return of DA customers.
2. Attachment A - ESP FINANCIAL SECURITY REQUIREMENT provides the relevant supporting data and the calculation of each ESP's financial security amount in a redacted format which excludes any confidential ESP data utilized in the calculation. An unredacted version of Attachment A will be filed under confidential seal to the Energy Division, and each specific ESP will be served electronically with a complete and unredacted form with their calculated bond amount.

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 **January 18, 2012**, which is 20 days from the date of this filing. Protests should be mailed to:

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

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

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

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

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

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

Effective Date

PG&E requests that this advice filing become effective on regular notice, **January 28, 2012**, which is 30 calendar days after the date of filing. Ordering paragraph 32 of D.11-12-018 requires that this Advice Letter be classified as Tier 2 pursuant to GO 96-B.

Notice

In accordance with General Order 96-B, Section IV, a copy of this advice letter is being sent electronically and via U.S. mail to parties shown on the attached list and the service list for Rulemaking ("R.") 07-05-025. Address changes to the General Order 96-B service list and all electronic approvals should be directed to PGETariffs@pge.com. For changes to any other service list, please contact the Commission's Process Office at (415) 703-2021 or at Process_Office@cpuc.ca.gov. Advice letter filings can also be accessed electronically at <http://www.pge.com/tariffs>.

A handwritten signature in cursive script that reads "Brian Cherry" followed by a date "1/28/12".

Vice President – Regulation and Rates

cc: Service List R. 07-05-025

Attachments: Attachment A – ESP Financial Security Requirement (Redacted)
Attachment B – Declaration in Support of Confidentiality
Attachment C – List of Revised Tariff Sheets

CALIFORNIA PUBLIC UTILITIES COMMISSION

ADVICE LETTER FILING SUMMARY ENERGY UTILITY

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

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

Utility type:

ELC GAS
 PLC HEAT WATER

Contact Person: Greg Backens

Phone #: 415-973-4390

E-mail: gab4@pge.com

EXPLANATION OF UTILITY TYPE

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

(Date Filed/ Received Stamp by CPUC)

Advice Letter (AL) #: **3983-E**

Tier: 2

Subject of AL: **Revisions to Electric Rule 22 – Direct Access and the Submittal of Electric Service Provider (ESP) Financial Security Requirements in Compliance With Decision (D.) 11-12-018**

Keywords (choose from CPUC listing): Compliance, Rules, Text Changes

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

If AL filed in compliance with a Commission order, indicate relevant Decision/Resolution #: D.11-12-018

Does AL replace a withdrawn or rejected AL? If so, identify the prior AL: N/A

Summarize differences between the AL and the prior withdrawn or rejected AL: N/A

Is AL requesting confidential treatment? Yes.

If so, what information is the utility seeking confidential treatment for: ESP Financial Security Requirements

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

Name(s) and contact information of the person(s) who will provide the nondisclosure agreement and access to the confidential information: Ronald O. Jang, 415-973-2973

Resolution Required? Yes No

Requested effective date: January 28, 2012

No. of tariff sheets: 62

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

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

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

Tariff schedules affected: Electric Rule 22 – Direct Access

Service affected and changes proposed: Tariff revisions in compliance with D.11-12-018

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

CPUC, Energy Division

Tariff Files, Room 4005

DMS Branch

505 Van Ness Ave., San Francisco, CA 94102

jnj@cpuc.ca.gov and mas@cpuc.ca.gov

Pacific Gas and Electric Company

Attn: Brian K. Cherry, Vice President, Regulation and Rates

77 Beale Street, Mail Code B10C

P.O. Box 770000

San Francisco, CA 94177

E-mail: PGETariffs@pge.com

ATTACHMENT A
Redacted Public Version

ESP FINANCIAL SECURITY REQUIREMENT			
Pacific Gas & Electric			
December 29, 2011			
ESP	No. of Customer Accounts (as of November 30, 2011)	Administrative Fee (per customer acct)	Total Administrative Fee
3phases Renewables LLC		\$3.94	
Calpine Power America LLC		\$3.94	
Commerce Energy		\$3.94	
Commercial Energy Of Montana, Inc		\$3.94	
Constellation Newenergy, Inc		\$3.94	
Direct Energy Business LLC		\$3.94	
Glacial Energy Of California Inc		\$3.94	
Liberty Power Holdings LLC		\$3.94	
Noble Americas Energy Solutions LLC		\$3.94	
Pilot Power Group Inc		\$3.94	
Shell Energy North America (Us) LP		\$3.94	
Tiger, Inc.		\$3.94	

**DECLARATION OF RONALD JANG
SEEKING CONFIDENTIAL TREATMENT
FOR CERTAIN DATA AND INFORMATION
CONTAINED IN ADVICE LETTER 3983-E
(PACIFIC GAS AND ELECTRIC COMPANY - U 39 E)**

I, Ronald Jang, declare:

1. I am presently employed by Pacific Gas and Electric Company (PG&E) and have been an employee at PG&E since 1977. My current title is Principal Account Manager within PG&E's Energy Service and Sales organization. In this position, my responsibilities include maintaining the on-going business relationship with third-party electric service providers (ESPs) participating in PG&E's direct access service program. In carrying out these responsibilities, I have acquired knowledge of the operations of electric service providers in general. Through this experience, I have become familiar with the type of information ESP's consider confidential and proprietary.

2. Based on my knowledge and experience, and in accordance with Ordering Paragraph 16 of Decision 11-12-018, issued December 1, 2011, I make this declaration seeking confidential treatment of "Attachment A to Advice Letter 3983-E," submitted on December 29, 2011. By this Advice Letter, PG&E is seeking this Commission's approval of its revisions to electric Rule 22, Direct Access, and the submittal of its calculations of the financial security requirements for individual ESPs in compliance with the Decision.

3. PG&E is seeking confidential treatment of the number of customers served by each ESP and the calculated financial security requirement. The material PG&E is seeking to protect constitutes the particular type of confidential data and information listed in Ordering Paragraph 16 of Decision 11-12-018, or constitutes information that should be protected under

Public Utilities Code § 583 and General Order 66-C. Finally, PG&E states that: (1) PG&E is complying with the limitations specified in the Ordering Paragraph 16 for that type of data or information; (2) the information is not already public; and (3) the data cannot be aggregated, redacted, summarized or otherwise protected in a way that allows partial disclosure.

I declare under penalty of perjury, under the laws of the State of California, that the foregoing is true and correct. Executed on December 29, 2011 at San Francisco, California.

/s/ Ronald O. Jang
Ronald O. Jang

**ATTACHMENT C
Advice 3983-E**

Cal P.U.C. Sheet No.	Title of Sheet	Cancelling Cal P.U.C. Sheet No.
30871-E	ELECTRIC RULE NO. 22 DIRECT ACCESS Sheet 1	14888-E
30872-E	ELECTRIC RULE NO. 22 DIRECT ACCESS Sheet 10	14897-E
30873-E	ELECTRIC RULE NO. 22 DIRECT ACCESS Sheet 11	
30874-E	ELECTRIC RULE NO. 22 DIRECT ACCESS Sheet 12	14898-E
30875-E	ELECTRIC RULE NO. 22 DIRECT ACCESS Sheet 13	14899-E
30876-E	ELECTRIC RULE NO. 22 DIRECT ACCESS Sheet 14	14900-E
30877-E	ELECTRIC RULE NO. 22 DIRECT ACCESS Sheet 15	14901-E
30878-E	ELECTRIC RULE NO. 22 DIRECT ACCESS Sheet 16	16448-E
30879-E	ELECTRIC RULE NO. 22 DIRECT ACCESS Sheet 17	14903-E
30880-E	ELECTRIC RULE NO. 22 DIRECT ACCESS Sheet 18	14904-E
30881-E	ELECTRIC RULE NO. 22 DIRECT ACCESS Sheet 19	16449-E
30882-E	ELECTRIC RULE NO. 22 DIRECT ACCESS Sheet 20	16235-E

**ATTACHMENT C
Advice 3983-E**

Cal P.U.C. Sheet No.	Title of Sheet	Cancelling Cal P.U.C. Sheet No.
30883-E	ELECTRIC RULE NO. 22 DIRECT ACCESS Sheet 21	16236-E
30884-E	ELECTRIC RULE NO. 22 DIRECT ACCESS Sheet 22	16237-E
30885-E	ELECTRIC RULE NO. 22 DIRECT ACCESS Sheet 23	16238-E
30886-E	ELECTRIC RULE NO. 22 DIRECT ACCESS Sheet 24	16239-E
30887-E	ELECTRIC RULE NO. 22 DIRECT ACCESS Sheet 25	16240-E
30888-E	ELECTRIC RULE NO. 22 DIRECT ACCESS Sheet 26	16241-E
30889-E	ELECTRIC RULE NO. 22 DIRECT ACCESS Sheet 27	16242-E
30890-E	ELECTRIC RULE NO. 22 DIRECT ACCESS Sheet 28	16243-E
30891-E	ELECTRIC RULE NO. 22 DIRECT ACCESS Sheet 29	14913-E
30892-E	ELECTRIC RULE NO. 22 DIRECT ACCESS Sheet 30	29172-E
30893-E	ELECTRIC RULE NO. 22 DIRECT ACCESS Sheet 31	29173-E
30894-E	ELECTRIC RULE NO. 22 DIRECT ACCESS Sheet 32	16384-E

**ATTACHMENT C
Advice 3983-E**

Cal P.U.C. Sheet No.	Title of Sheet	Cancelling Cal P.U.C. Sheet No.
30895-E	ELECTRIC RULE NO. 22 DIRECT ACCESS Sheet 33	14917-E
30896-E	ELECTRIC RULE NO. 22 DIRECT ACCESS Sheet 34	15833-E
30897-E	ELECTRIC RULE NO. 22 DIRECT ACCESS Sheet 35	15834-E
30898-E	ELECTRIC RULE NO. 22 DIRECT ACCESS Sheet 36	15835-E
30899-E	ELECTRIC RULE NO. 22 DIRECT ACCESS Sheet 37	15836-E
30900-E	ELECTRIC RULE NO. 22 DIRECT ACCESS Sheet 38	14920-E
30901-E	ELECTRIC RULE NO. 22 DIRECT ACCESS Sheet 39	14921-E
30902-E	ELECTRIC RULE NO. 22 DIRECT ACCESS Sheet 40	15568-E
30903-E	ELECTRIC RULE NO. 22 DIRECT ACCESS Sheet 41	14923-E
30904-E	ELECTRIC RULE NO. 22 DIRECT ACCESS Sheet 42	15569-E
30905-E	ELECTRIC RULE NO. 22 DIRECT ACCESS Sheet 43	14925-E
30906-E	ELECTRIC RULE NO. 22 DIRECT ACCESS Sheet 44	14926-E

**ATTACHMENT C
Advice 3983-E**

Cal P.U.C. Sheet No.	Title of Sheet	Cancelling Cal P.U.C. Sheet No.
30907-E	ELECTRIC RULE NO. 22 DIRECT ACCESS Sheet 45	15190-E
30908-E	ELECTRIC RULE NO. 22 DIRECT ACCESS Sheet 46	15191-E
30909-E	ELECTRIC RULE NO. 22 DIRECT ACCESS Sheet 47	14929-E
30910-E	ELECTRIC RULE NO. 22 DIRECT ACCESS Sheet 48	14930-E
30911-E	ELECTRIC RULE NO. 22 DIRECT ACCESS Sheet 49	16385-E
30912-E	ELECTRIC RULE NO. 22 DIRECT ACCESS Sheet 50	16386-E
30913-E	ELECTRIC RULE NO. 22 DIRECT ACCESS Sheet 51	14933-E
30914-E	ELECTRIC RULE NO. 22 DIRECT ACCESS Sheet 52	16387-E
30915-E	ELECTRIC RULE NO. 22 DIRECT ACCESS Sheet 53	28899-E
30916-E	ELECTRIC RULE NO. 22 DIRECT ACCESS Sheet 54	14936-E
30917-E	ELECTRIC RULE NO. 22 DIRECT ACCESS Sheet 55	15192-E
30918-E	ELECTRIC RULE NO. 22 DIRECT ACCESS Sheet 56	14938-E

**ATTACHMENT C
Advice 3983-E**

Cal P.U.C. Sheet No.	Title of Sheet	Cancelling Cal P.U.C. Sheet No.
30919-E	ELECTRIC RULE NO. 22 DIRECT ACCESS Sheet 57	14939-E
30920-E	ELECTRIC RULE NO. 22 DIRECT ACCESS Sheet 58	14940-E
30921-E	ELECTRIC RULE NO. 22 DIRECT ACCESS Sheet 59	14941-E
30922-E	ELECTRIC RULE NO. 22 DIRECT ACCESS Sheet 60	14942-E
30923-E	ELECTRIC RULE NO. 22 DIRECT ACCESS Sheet 61	14943-E
30924-E	ELECTRIC RULE NO. 22 DIRECT ACCESS Sheet 62	14944-E
30925-E	ELECTRIC RULE NO. 22 DIRECT ACCESS Sheet 63	14945-E
30926-E	ELECTRIC RULE NO. 22 DIRECT ACCESS Sheet 64	14946-E
30927-E	ELECTRIC RULE NO. 22 DIRECT ACCESS Sheet 65	
30928-E	ELECTRIC RULE NO. 22 DIRECT ACCESS Sheet 66	
30929-E	ELECTRIC RULE NO. 22 DIRECT ACCESS Sheet 67	
30930-E	ELECTRIC RULE NO. 22 DIRECT ACCESS Sheet 68	

**ATTACHMENT C
Advice 3983-E**

Cal P.U.C. Sheet No.	Title of Sheet	Cancelling Cal P.U.C. Sheet No.
30931-E	ELECTRIC TABLE OF CONTENTS Sheet 1	30842-E
30932-E	ELECTRIC TABLE OF CONTENTS RULES Sheet 20	30685-E



ELECTRIC RULE NO. 22
DIRECT ACCESS

Sheet 1

TABLE OF CONTENTS

- A. CUSTOMER SERVICE ELECTIONS
- B. GENERAL TERMS
- C. CUSTOMER INQUIRIES AND DATA ACCESSIBILITY
- D. ESP SERVICE ESTABLISHMENT
- E. DIRECT ACCESS SERVICE REQUEST (DASR)
- F. INDEPENDENT VERIFICATION
- G. METERING SERVICES
- H. UTILITY METER SERVICE OPTIONS AND OBLIGATIONS
- I. GENERAL TERMS AND CONDITIONS FOR DIRECT ACCESS METERS AND METERING SERVICES
- J. METER READING DATA OBLIGATIONS
- K. BILLING SERVICE OPTIONS AND OBLIGATIONS
- L. PAYMENT AND COLLECTION TERMS
- M. LATE OR PARTIAL PAYMENTS AND UNPAID BILLS
- N. INVOLUNTARY SERVICE CHANGES
- O. SERVICE DISCONNECTIONS AND RECONNECTIONS
- P. CREDIT REQUIREMENTS
- Q. ESP FINANCIAL SECURITY REQUIREMENTS (N)

(Continued)



ELECTRIC RULE NO. 22
DIRECT ACCESS

Sheet 10

B. GENERAL TERMS (Cont'd.)

17. Liability in Connection with ESP Services (Cont'd.)

- c. PG&E shall not be liable to the customer for any damages caused to the customer by any failure by ESP to comply with PG&E's electric rules and tariffs, the ESP Agreement and associated legal and regulatory requirements related to DA Service.

The CPUC shall have initial jurisdiction to interpret, add, delete or modify any provision of this tariff or the ESP Service Agreement, and to resolve disputes regarding PG&E's performance of its obligations under PG&E's electric rules and tariffs, the ESP Service Agreement and requirements related to Direct Access service, including any disputes regarding delays in the implementation of Direct Access.

- d. PG&E shall not be liable to the customer for any damages caused by ESP's failure to perform any commitment to the customer, including, but not limited to the obligation to provide Electric Supply services to the customer. The ESP shall not be liable to the customer for any damages caused by PG&E's failure to perform any commitment to the customer.
- e. An ESP 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 ESP in connection with soliciting customers for DA Service or performing any of its functions in rendering DA Service.
- f. PG&E is not the ESP's agent for any purpose. The ESP shall not be liable to the customer for any damages resulting from any acts, omissions, or representations made by PG&E in connection with soliciting customers for DA Service or performing any of its functions in rendering DA Service.

(L)
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 (L)

(Continued)



ELECTRIC RULE NO. 22
DIRECT ACCESS

Sheet 11

18. Involuntary Return

(N)

The return of a DA customer who is being returned to PG&E bundled service is defined as an "involuntary return" under PG&E's direct access tariffs if:

- a. PG&E has initiated the DASR process to return a customer to bundled service due to any of the following events:
 - 1) The Commission has revoked the ESP's registration
 - 2) The ESP Service Agreement has been terminated by either the ESP or PG&E
 - 3) The ESP or its authorized ISO SC has defaulted on its ISO SC obligations, such that the ESP no longer has an appropriately authorized ISO SC.
- b. An involuntary return of a DA customer does not include the following events:
 - 1) A customer's contract with an ESP has expired.
 - 2) An ESP discontinues service to a customer due to that customer's default under their service agreement with the ESP.

(N)

C. CUSTOMER INQUIRIES AND DATA ACCESSIBILITY

(L)

1. Customer Inquiries

For customers requesting information on Direct Access, PG&E will make available the following information:

- a. Customer information packets, explaining the customer's choices for electric services, and the procedures and forms needed to implement these services.

(L)

(Continued)



ELECTRIC RULE NO. 22
DIRECT ACCESS

Sheet 12

C. CUSTOMER INQUIRIES AND DATA ACCESSIBILITY (Cont'd.)

(L)

1. Customer Inquiries (Cont'd.)

- b. A list of CPUC-registered ESPs eligible to serve small customers as well as a list of all ESPs with service agreements to do business in PG&E's service territory. PG&E will endeavor to update its lists periodically, but PG&E is under no obligation to assure the accuracy of these lists.

New customers will receive general information concerning their choices for electric services by contacting PG&E.

2. Customer Request to Initiate Service

For customers initiating a request for electric service from PG&E, PG&E shall inform customers of their ability to choose their electric provider and that the information described in Section C.1 is available. PG&E shall also inform customers of the toll-free number of the Electric Education Call Center so long as it remains in operation.

3. Access to Customer Usage Data

PG&E will provide customer-specific usage data to parties specified by the customer, subject to the following provisions:

- a. Except as provided in Section E, the inquiring party must have written authorization from the customer to release such information to the inquiring party only. At the customer's request, this authorization may also indicate if customer information may be released to other parties as specified by the customer.
- b. Subject to customer authorization, PG&E will provide a maximum of the most recent twelve (12) months of customer usage data or the amount of data for that specific service account in a format approved by the CPUC. Customer information will be released to the customer or its authorized agent up to two (2) times per year per service account at no cost to the requesting party. Thereafter, PG&E will have the ability to assess a processing charge only if approved by the CPUC.

(L)

(Continued)



ELECTRIC RULE NO. 22
DIRECT ACCESS

Sheet 13

C. CUSTOMER INQUIRIES AND DATA ACCESSIBILITY (Cont'd.)

(L)

3. Access to Customer Usage Data (Cont'd.)

- c. As a one-time requirement at the initiation of Direct Access, PG&E will make available a database containing a twelve (12) month history of customer-specific usage information with geographic and SIC information, but with customer identities removed. PG&E will have the ability to assess a charge only if approved by the CPUC.
- d. By electing to take Direct Access service from an ESP, the customer consents to the release to the ESP metering information required for billing, settlement and other functions required for the ESP to meet its requirements and twelve (12) months of historical usage data.

4. Customer Inquiries Concerning Billing-Related Issues

Customer inquiries concerning PG&E's charges, services or the Trust Transfer Amount (TTA) charge should be directed to PG&E.

Customer inquiries concerning the ESP's charges or services should be directed to the ESP.

5. Customer Inquiries Related to Emergency Situations and Outages

- a. PG&E will be responsible for responding to all inquiries related to distribution service, emergency system conditions, outages and safety situations. Customers contacting the ESP with such inquiries should be referred directly to PG&E. ESPs performing ESP Consolidated Billing must show PG&E's phone number on their bills for use in emergencies.
- b. It may be necessary for PG&E to shed or curtail customer load at the request of the ISO, or as otherwise provided by Commission tariffs. In such cases, PG&E will give both the affected customer and ESP as much notice as reasonably possible.
- c. PG&E will notify the customer and ESP of planned distribution system outages for maintenance work prior to commencement of such outages if feasible.

(L)

(Continued)



ELECTRIC RULE NO. 22
DIRECT ACCESS

Sheet 14

- C. CUSTOMER INQUIRIES AND DATA ACCESSIBILITY (Cont'd.) (L)
5. Customer Inquiries Related to Emergency Situations and Outages (Cont'd.)
- d. PG&E will be responsible for implementing Commission-approved load curtailment programs, including providing notification to participating "non-firm" customers who are the Direct Access customers of the ESP.
- e. The ESP will be responsible for notifying its Scheduling Coordinator of any notice received from PG&E under Section C5.
- D. ESP SERVICE ESTABLISHMENT
- The ESP must satisfy the following requirements before an ESP can provide Direct Access services in PG&E 's service territory:
1. All ESPs must submit an executed standard Energy Service Provider Agreement (ESP Service Agreement - Form No. 79-948).
2. The ESP must warrant to PG&E that the ESP has registered with the CPUC if it intends to serve small customers and has selected an Independent Verification Agent (IVA) for all transactions for which independent verification is required by law. (L)
3. The ESP will provide PG&E with the CPUC certification that the ESP has posted a bond or demonstrated insurance sufficient to cover the ESP financial security requirements specified in Section Q.1. (N)
(N)
4. The ESP must satisfy PG&E credit-worthiness requirements as specified in Section P, Credit Requirements. (L,T)
(L)
(L)
5. The ESP must satisfy applicable CPUC Electronic Data Exchange requirements, including: (L,T)
(L)
- a. ESP must complete all necessary electronic interfaces for the ESP and PG&E to communicate for DASRs, general communications and if providing Metering and Data Management Agent (MDMA) services, to satisfy meter reading communications including communicating to and from MDMA Servers for sharing of meter reading and usage data.
- b. The ESP must have the capability to exchange data with PG&E via the Internet. Alternative arrangements may be allowed if mutual agreement is made between PG&E and the ESP. (L)

(Continued)



ELECTRIC RULE NO. 22
DIRECT ACCESS

Sheet 15

D. ESP SERVICE ESTABLISHMENT (Cont'd.)

(L)

5. (Cont'd.)

c. The ESP must have the capability to perform Electronic Data Interchange (EDI), and enter into appropriate agreements related thereto, if the ESP will be offering ESP Bill Ready Consolidated Billing Services.

6. If the ESP will be offering Consolidated ESP Billing services, Meter Services or MDMA Services, the ESP must demonstrate the ability to perform the functions required by this Rule. PG&E will continue to provide those service until compliance testing has been completed. The ESP's failure to complete such compliance testing shall not affect its ability to provide electric power to customers.

E DIRECT ACCESS SERVICE REQUEST (DASR)

1. Direct Access Service Requests (DASRs), in the form attached hereto as Attachment A, must be submitted electronically (unless PG&E has also approved of some alternative means of submittal) to PG&E by the customer's authorized ESP, or the customer if it is acting as its own ESP. The DASR process described herein is used for customer Direct Access elections, customer-initiated returns to default PG&E service and ESP-initiated termination of a customer agreement. ESPs must execute the ESP Service Agreement before submitting DASRs.

2. A separate DASR must be submitted for each service account. Upon request, PG&E will provide timely updates on the status of the DASR processing to the submitting ESP and customer.

3. DASRs must identify the service account participating in Direct Access, including its billing and meter service elections. A DASR that does not contain this information is materially incomplete.

4. DASR forms will be available through electronic means (e.g., PG&E's website).

5. An ESP which is providing meter services must satisfy and specify in the DASR process for each service account, the meter and data communications provisions that are contained on the DASR form attached hereto as Attachment A.

(L)

(Continued)



ELECTRIC RULE NO. 22
DIRECT ACCESS

Sheet 16

- E. DIRECT ACCESS SERVICE REQUEST (Cont'd.) (L)
6. a. For a residential or small commercial customer, a DASR shall not be submitted to PG&E by the ESP until after midnight of the third business day after the verification required under Public Utilities Code Section 366.5 has been completed, or until after midnight of the fifth business day after the mailing or provisioning of the Public Utilities Code Section 394.5 notice, whichever is later. It is the responsibility of the ESP to ensure that the requests of the residential and small commercial customers to cancel service pursuant to public Utilities Code Section 395 are honored.
 - b. If a customer cancels an agreement pursuant to Public Utilities Code Section 395, a DASR shall not be submitted for that customer. If a DASR has already been submitted, the submitting party shall, within twenty-four (24) hours direct PG&E to cancel the DASR.
 7. PG&E will provide an acknowledgment of its receipt of the DASR to the ESP within two (2) working days of its receipt. PG&E will exercise best efforts to provide, within three (3) working days thereafter (and no later than five (5) working days), the ESP and the customer with a DASR status notification informing them as to whether the DASR has been accepted, rejected or deemed pending further information. As of July 1998, PG&E will provide this DASR status notification within three (3) working days. If accepted, the switch date determined in accordance with paragraphs 12 or 13 of this section, will be sent to the ESP, the former ESP, if applicable, and the customer. If a DASR is rejected, PG&E will provide the reason for the rejection. If a DASR is held pending further information, it shall be rejected if the DASR is not completed within eleven (11) working days following the status notification.
 8. In accordance with the provision of Rule 3, PG&E has the right to deny the ESP's request for service if the information provided by the applicant is false, incomplete, or inaccurate in any material respect.
 9. PG&E will begin accepting requests for Direct Access no later than November 9, 1997.
 10. If a submitted DASR complies with the DASR requirements, the DASR will be accepted and scheduled for Direct Access Implementation. (L)

(Continued)



ELECTRIC RULE NO. 22
DIRECT ACCESS

Sheet 17

E. DIRECT ACCESS SERVICE REQUEST (DASR) (Cont'd.)

(L)

11. For a specific service account to qualify for priority queues in the processing of Direct Access requests if backlogs are experienced by PG&E, the ESP must warrant to PG&E that at least fifty percent (50%) of its electric power to that customer will come from a state-certified renewable energy resource supplier meeting the requirements of Public Utilities Code Section 365b.2. In other cases, DASRs shall be handled on a first-come, first-served basis. Each request shall be time-stamped by PG&E. PG&E has no responsibility for verifying the customer's or ESP's compliance with Section 365b.2.
12. If more than one DASR is received for a service account within a single DASR processing period (16th of the month until the 15th of the following month) only the first valid DASR received will be processed in that period. All subsequent DASRs will be rejected.
13. Accepted DASRs that do not require a meter change and that are received by PG&E on or before the fifteenth (15th) of the month will be switched over no later than the next month's scheduled meter reading date for that service account.
14. Accepted DASRs that require a meter change by PG&E will be switched over to Direct Access on the date of installation. PG&E will endeavor to complete the meter change request within fifteen (15) days after acceptance of the DASR in the absence of a meter installation backlog. PG&E will provide notice of any current meter service backlog or the next available installation date.
15. Accepted DASRs that require a meter change by an ESP will be switched over to Direct Access on the date the meter is installed.
16. A maximum of twelve (12) months of customer usage data, or the amount available for that customer, will be sent from PG&E, or existing ESP currently serving that customer, to the new ESP no later than five (5) days before the scheduled switch date.
17. In the event that the ISO governing board declares an emergency and institutes a moratorium of UDC processing of Direct Access requests, PG&E will comply with such requests and inform ESPs or customers of the details of emergency plans.

(L)

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ELECTRIC RULE NO. 22
DIRECT ACCESS

Sheet 18

- E. DIRECT ACCESS SERVICE REQUEST (DASR) (Cont'd.) (L)
18. PG&E, ESP and customer, on mutual agreement, may agree to a different service change date for the service changes requested in a DASR.
 19. A DASR is submitted pursuant to the terms and conditions of the ESP Service Agreement and this Rule, and will also be used to define the Direct Access services that the ESP is providing the customer.
 20. Customers returning to PG&E Bundled service will follow the same process and timing as DASRs to establish Direct Access service.
 - a. ESPs requesting to return a Direct Access customer to PG&E Bundled service will submit a DASR and be responsible for the continued provision of the customer's electric supply service, metering and billing services until the service change date. In this case, the ESP will also be responsible for paying any Commission-approved DASR charge.
 - b. Customer's requesting return to PG&E Bundled service may do so either by contacting their ESP or directly contacting PG&E. In this later case, the customer will be responsible for paying any Commission-approved DASR charge.
 21. PG&E will have the ability to assess a charge for accepted DASRs only, and only if such a fee is approved by the CPUC. This charge will be billed to the ESP unless the customer is requesting to return to PG&E service where the charge will be billed to the customer.
 22. Following the removal of system limitations, a customer moving to new premises may retain or start Direct Access immediately, and in any event no later than two (2) days after a DASR has been submitted, provided that the applicable metering requirements have been met. Due to current system limitations, a customer moving to new premises who wants to retain or start Direct Access must have the ESP submit a DASR to PG&E for the new premises no less than ten (10) business days, provided that beginning October 30, 1998 this shall be reduced to no less than five (5) business days, before the customer's scheduled start date at the new premises. This DASR will need a special 'new customer' notation. If the DASR is received after that date or without the notation of 'new customer,' the customer will receive PG&E's Bundled service until the DASR is processed under the procedures set forth in Section E.(13). (L)

(Continued)



ELECTRIC RULE NO. 22
DIRECT ACCESS

Sheet 19

E. DIRECT ACCESS SERVICE REQUEST (DASR) (Cont'd.)

(L)

- 23. Billing options and metering options are requested through a submission of a DASR and cannot be changed more frequently than once per billing cycle.
- 24. PG&E will not hold the ESP responsible for any customer unpaid billing charges prior to the customer's switch to Direct Access. Unpaid billing charges will not delay the processing of DASRs and will remain the customer's responsibility to pay PG&E. PG&E will follow current CPUC credit rules in the event of customer non-payment, which includes the disconnection of service.

F. INDEPENDENT VERIFICATION

A request for a change in ESPs representing residential or small commercial customers shall not be submitted by an ESP until midnight of the third business day after the provisions of Sections 366.5(a) or 366.5(b) of the Public Utilities Code have been satisfied, or until after midnight of the fifth business day after the mailing or provisioning of the Public Utilities Code Section 394.5 notice, whichever is later. These provisions are not repeated herein.

PG&E may not accept a request from a residential or small commercial customer to return to PG&E's provisioning of electric power unless the provisions of Public Utilities Code Section 366.5 have been satisfied.

G. METERING SERVICES

1. Definitions

a. Meter Services

- Meter services have been proposed to be grouped into three packages for initial DA implementation. These three packages are:
- Meter Ownership
- Meter Services (Installation, maintenance, and testing)
- Meter Data Management Agent(MDMA) Services

These packages are subject to CPUC approval. These package services may be provided by PG&E or an ESP, and the parties may subcontract these services to third parties. An ESP may also subcontract with PG&E for the provision of any component service of any package, and PG&E may provide such service.

(L)

(Continued)



ELECTRIC RULE NO. 22
DIRECT ACCESS

Sheet 20

G. METERING SERVICES (Cont'd.)

(L)

1. Definitions (Cont'd.)

b. Interval Meter

Interval meter is defined as a meter capable of reading and storing electric consumption data at specified time intervals of no greater than one (1) hour as required for DA settlement and data required to bill applicable PG&E tariffs. The CPUC-approved DA meter data requirements are for fifteen (15) minute interval data. For customers on demand-based rate schedules which require that data be based on 15-minute increments, data must be measured in 15-minute intervals for purposes of calculating demand revenues. Utilities, ESPs or customers may own or lease interval meters used for billing purposes for direct access services, but shall (if leasing meters) continue to be responsible for the obligations of a meter owner under this Section G. Potential and current transformers shall be considered part of the distribution system and shall remain the responsibility of PG&E.

c. Eligible Customers

Customers who have individual service accounts and do not qualify for statistical load profiling must have interval meters prior to receipt of direct access service. ESPs may provide, install, read and service interval meters for any customer other than a Small Customer pursuant to CPUC regulations. For Small Customers, meter services will be unbundled on January 1, 1999, as approved by the CPUC, and all meter services will continue to be provided by PG&E until that date.

d. Meter Conformity

All meters and meter services must conform to the standards set forth in the Direct Access Standards for Metering and Meter Data (DASMMD) as approved by the CPUC. To the extent a customer taking DA Service under this tariff elects or is required to return to PG&E Bundled Service, such customer may continue to use the same meter provided it conforms to the DASMMD, and is compatible with current PG&E meter reading systems.

(L)

(Continued)



ELECTRIC RULE NO. 22
DIRECT ACCESS

Sheet 21

G. METERING SERVICES (Cont'd.)

(L)

2. Meter Specifications

The ESP or PG&E, acting as the meter service provider (MSP) will be responsible for ensuring that all the interval meters comply with the DASMMMD. Effective April 16, 1999, no interval data meter will be set if the meter does not meet the standards set forth in the DASMMMD. Interval meters installed prior to April 16, 1999, which only meet the interim standards adopted in D.97-12-048 shall be retired from service no later than June 30, 2002.

Either party may test its own meters or those owned by its customers for conformance to the meter performance standards set forth in the DASMMMD. Either party may request the other party to test its meter. The requesting party will receive notification of the test date, and written test results from the other party. The requesting party will also have the right to witness the testing. If the meter is found to be within the standards set forth in the DASMMMD, the requesting party shall pay the other party for all expenses related to the test.

If a manufacturer's sealed meter has not previously been set, and the meter was tested within the last year and found to comply with the DASMMMD, the meter shall be deemed in compliance with such standards without additional testing. Subsequent to initial installations each meter must be tested for accuracy prior to being used again. All parties will be subject to the testing standards as set forth in the DASMMMD. Records on testing shall be provided within five (5) business days of a request to either party.

(L)

(Continued)



ELECTRIC RULE NO. 22
DIRECT ACCESS

Sheet 22

G. METERING SERVICES (Cont'd.)

(L)

3. Installation

When the MSP installs a meter for a direct access customer, the meter installer must be CPUC certified to perform meter installation. The MSP will install all Interval Meters in compliance with the DASMMD. Within three (3) business days of installation, the MSP will provide the non-MSP (i.e., the ESP or PG&E as the case may be) with the results of the initial meter calibration test, the ending reading for the meter which was removed (if applicable), the starting reading for the new meter, and information on meter identification, voltage, meter constants and other parameters required under the DASMMD. PG&E must receive from the ESP a schedule on Thursday for the following weeks planned meter installations. Joint meets will be required for the existing PG&E interval data recorder (IDR) meters if the ESP is unable to obtain the final meter reading.

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ELECTRIC RULE NO. 22
DIRECT ACCESS

Sheet 23

G. METERING SERVICES (Cont'd.)

(L)

3. Installation (Cont'd.)

When PG&E has reason to believe an ESP installation does not satisfy the standards set forth in the DASMMMD, PG&E retains the right to perform on-site inspections subsequent to initial meter installations. The ESP shall be charged the costs of these subsequent inspections only to the extent approved by the CPUC and only if the inspections uncover any material noncompliance with the standards set forth in the DASMMMD.

The customer may elect to have the ESP or PG&E remove an existing meter at the customer's premises. Except as provided in Section G.1.d above, PG&E will not require removal of a meter meeting the standards set forth in the DASMMMD as a condition of a customer's return to PG&E Bundled service. PG&E and the ESP will coordinate the removal and installation of the new meter.

The MSP shall return any meter it removes to the owner in the same condition that the meter was in prior to removal within five (5) business days, or such other time as may be mutually agreed upon.

Where telephone lines are required for the utility to read the meter, installation of such lines is the responsibility of the customer. Such installation must be completed before the utility can schedule the meter installation work.

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ELECTRIC RULE NO. 22
DIRECT ACCESS

Sheet 24

G. METERING SERVICES (Cont'd.)

(L)

4. Meter Calibration and Testing

Either party may test its own meters or those owned by its customers for conformance to the DASMMD. Either party may request the other party to test its meter. The party whose meter has been requested to be tested by the other party may require a fifty dollar (\$50.00) deposit prior to such testing. The requesting party has the right to witness the testing. The requesting party will receive notification of the test date and written test results from the other party. If the meter is found to be within the standards set forth in the DASMMD, the requesting party shall pay the other party for all expenses related to the test.

The MSP shall be responsible for ensuring that all Interval Meters are calibrated in accordance with the DASMMD. Records of calibrations will be provided to the appropriate parties within five (5) business days of a request to the other party.

5. Testing of Meter Functions

The MSP will ensure that all meters used for billing purposes are functioning in conformance with the DASMMD.

Records of meter function tests will be provided to the appropriate parties within five (5) business days of the request.

6. Regular Meter Maintenance and Testing

The MSP, for all meters used for billing purposes, is responsible for the routine maintenance of the meter, including, but not limited to, testing and record keeping, in accordance with the DASMMD.

(L)

(Continued)



ELECTRIC RULE NO. 22
DIRECT ACCESS

Sheet 25

G. METERING SERVICES (Cont'd.)

(L)

7. MDMA Services

MDMAs must be authorized in writing by PG&E prior to performing MDMA services. MDMA services will be performed in accordance with the DASMMMD and will be the responsibility of the party so indicated in the customer's DASR. MDMA obligations include but are not limited to the following:

- a. Meter data for DA Customers shall be read, validated, edited, and transferred pursuant to the DASMMMD.
- b. Regardless of whether ESP or PG&E perform MDMA services both PG&E and ESP shall have access to the MDMA server.
- c. The MDMA shall provide Scheduling Coordinators (or their designated agents) reasonable and timely access to Meter Data as required to allow the proper performance of billing, settlement, scheduling, forecasting and other functions.
- d. The MDMA is required to keep the most recent twelve (12) months of Customer consumption data for each DA Customer. Such data must be retained for a period of thirty-six (36) months. Such data must be released on request to the customer or, if authorized by the customer, to any ESP or to PG&E.
- e. Within five (5) days after installation of the meter, the MDMA must confirm that the meter and meter reading system is working properly and that the billing data gathered is valid.
- f. ESPs and the MDMAs are required to use PG&E's Metering Exchange Protocol when exchanging settlement-quality validated consumption data. This protocol is intended to be used for transmitting metering, billing and administrative information between companies.
- g. MDMAs must comply with the pertinent electrical safety provisions of CalOSHA and PG&E's safety requirements as they apply to the reading of electric meters.

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ELECTRIC RULE NO. 22
DIRECT ACCESS

Sheet 26

- G. METERING SERVICES (Cont'd.) (L)
- 8. Failure to Comply with CPUC Requirements for Meters or Meter Services |
- a. Failure is defined as the circumstance wherein the apparent absence of |
- appropriate usage data or testing, conducted by either party or a third party, |
- reveals non-conformance with any applicable DASMMMD standard governing |
- meters or meter and MDMA services. (L)

(Continued)



ELECTRIC RULE NO. 22
DIRECT ACCESS

Sheet 27

G. METERING SERVICES (Cont'd.)

(L)

8. Failure to Comply with the DASMMMD for Meters or Meter Services (Cont'd.)

- b. Upon the occurrence of undisputed failure, the party responsible for the non-complying meter or MDMA service must make corrections within three (3) calendar days.
- c. Failure to make corrections within three (3) calendar days will result in the following sequential series of actions and penalties:
 - 1) Whichever party is not the party responsible for the non-conformance may cure the defect at the other party's expense.
 - 2) Upon a demonstrated pattern of non-conformance as defined below and failure to timely cure, the party not responsible for the non-conformance may give written notice of such non-conformance, and, after five (5) days, provide all meters and meter services required by the customer as determined by the DASR or as required to receive PG&E Bundled service.
 - 3) Demonstrated pattern of non-conformance by an ESP is defined as more than one percent (1%) of the service accounts served by an ESP, or five (5) accounts, whichever is greater, are found to be non-conforming and are not cured during the first six (6) months of Direct Access participation; more than one half of one percent (0.5%), or three (3) accounts, whichever is greater, are found to be non-conforming and are not cured during any six (6) consecutive months thereafter.
- d. PG&E may refuse to enter into a new ESP Service Agreement with any ESP which has a demonstrated pattern of non-compliance and has failed to cure as provided in Section G.8.c. above for a period of no more than six (6) months from the date of such a determination as defined herein. This provision shall not apply where the alleged demonstrated pattern of non-compliance and failure to cure is disputed and such dispute is pending before any agency or entity with jurisdiction to resolve the dispute.

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ELECTRIC RULE NO. 22
DIRECT ACCESS

Sheet 28

G. METERING SERVICES (Cont'd.)

(L)

8. Failure to Comply with the DASMMMD for Meters or Meter Services (Cont'd.)

e. Whenever the ESP or PG&E becomes aware of any non-conforming meters or errors in the provision of meter services affecting billing, it shall promptly notify the customer and one another. Bills found to be in error due to non-conforming meters or errors in meter services may be corrected as follows:

- 1) If either PG&E or the ESP is providing consolidated billing, either of them may adjust their charges pursuant to CPUC-approved rules, if any, if such charges are affected by any non-conforming meters or erroneous meter service. In such circumstances the party providing the consolidating billing service shall cooperate with the other party to correct billing errors. PG&E will notify the affected Scheduling Coordinator.
- 2) If the customer is being billed under separate PG&E/ESP billing, the ESP and PG&E shall be separately responsible for correcting billing errors in accordance with applicable CPUC rules.

9. Charges for Metering Services

a. PG&E may charge the customer or the ESP for the provision of metering services only to the extent such charges are authorized by the CPUC. The installation of interval metering shall be at the customer's expense.

H. PG&E METER SERVICE OPTIONS AND OBLIGATIONS

1. For Direct Access customers who acquire Interval Metering, the customer may elect from PG&E three 3. grouped meter service options as described in Section G1.a. The three groupings are; PG&E will own the meter, PG&E will perform the meter installation, maintenance and testing, and PG&E will perform the meter reading services. The scope and costs of these groupings listed in Section G1.a will vary by UDC and will be approved by the CPUC, and will be provided in a separate schedule. The utilities shall offer at a minimum a tariffed service for each grouping listed in G.1.a.

(L)

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ELECTRIC RULE NO. 22
DIRECT ACCESS

Sheet 29

H. PG&E METER SERVICE OPTIONS AND OBLIGATIONS (Cont'd.) (L)

2. As an alternative to 1, ESPs may subcontract to PG&E for any combination of the following unbundled meter services:

- a. Meters supplied by PG&E.
- b. Meter installations, testing, and maintenance.
- c. Meter Data Management Agent (MDMA) Services

These unbundled meter services may vary by UDC and all services will be approved by the CPUC.

3. If PG&E installs the meter, the meter will be installed according to the implementation schedule for Valid DASRs as set forth in Section E, Direct Access Service Requests.

4. PG&E reserves the right to extend its normal installation period due to meter and installation personnel availability. Under these circumstances, PG&E shall apprise the customer of the specific reasons for the delay and the anticipated schedule for installation. PG&E shall work with the customer to find mutually agreed upon alternatives to provide metering and to expedite meter installations, if necessary. Such alternatives may include, but not be limited to, allowing the customer to have the meter installed by a non-PG&E supplier.

5. If PG&E provides meter maintenance services only, PG&E will be responsible for the accuracy, calibration, and other maintenance needs for the meter. PG&E standards for meter maintenance will conform to the existing rules on such activities for all PG&E customers. Under this specific itemized service, PG&E will not be responsible for replacing a non-PG&E meter. Upon request and for a fee, PG&E may replace a faulty meter.

6. The MDMA shall read interval meters on the utility's scheduled meter reading date, or on such other date as may be mutually determined by the MDMA and PG&E. At the customer's request the customer or the customer's ESP may elect a different meter reading date. PG&E may provide this service at its option on a first-come, first served basis (by geographic area as appropriate), subject to existing resource, capacity, and other system constraints which may exist in the geographic area where the customer is located. PG&E may assess a charge for this election only to the extent approved by the CPUC. (L)

(Continued)



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H. PG&E METER SERVICE OPTIONS AND OBLIGATIONS (Cont'd.) (L)

- 7. Upon the customer's request, PG&E will make available to the customer, or the customer's ESP, the data obtained from the meter in a timely manner, as agreed to between the customer and PG&E.
- 8. ESPs must provide PG&E with a notice (by any means acceptable to PG&E) to change their meter service election. Election changes will occur through the DASR process as specified in Section E.

I. GENERAL TERMS AND CONDITIONS FOR DIRECT ACCESS METERS AND METERING SERVICES

- 1. As set forth in Section H, customers with loads that are equal to or exceed fifty (50) kW, in four (4) or more of the last 12 months, or have a maximum load equal to or greater than eighty (80) kW in one or more month(s) in the last twelve (12) months, must have interval meters to receive direct access service.

Pursuant to D. 10-03-022, customers with loads that are equal to or exceed fifty (50) kW in four (4) or more of the last twelve (12) months or have a maximum load equal to or greater than eighty (80) kW in one or more months in the last twelve (12) months, but less than two hundred (200) kW in ten (10) or more consecutive months in the last twelve (12) months may elect Direct Access service using load profiles until such time as PG&E completes its deployment of PG&E SmartMeters™ and is able to provide the required interval data. Until such time, at the option of the customer, Interval Metering, as defined above, may be installed by either PG&E or an ESP at the customer's expense.

Direct Access customers who have individual service accounts with a maximum demand of two hundred (200) kW or greater for three (3) consecutive months are required to have an Interval Meter.

- 2. PG&E will require that an ESP or ESP's Meter Service Provider install a unique meter number on each meter. This meter number is required to insure proper meter identification for billing and field personnel. PG&E will supply each ESP with a set of unique meter numbers to be installed on the ESP/customer/third party meter. This requirement may be superseded once a statewide numbering system is developed.

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Sheet 31

- J. METER READING DATA OBLIGATIONS (L)
1. Requirements for accuracy of all Direct Access meters are set forth in the DASMMD
 - a. Usage data will be accurate unless otherwise indicated. Data known to be inaccurate or missing will be estimated and flagged as estimated.
 - b. The MDMA will provide an infrastructure that supports retrieval of all data currently available to a MDMA client within a two (2) hour window.
 2. Requirements for timeliness of Validated Meter Reading Data are set forth in the DASMMD (L)

(Continued)



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Sheet 32

J. METER READING DATA OBLIGATIONS (Cont'd.) (L)

3. Retention and Format For Meter Reading Data

- a. Meter reading data will remain posted on the MDMA server for three (3) days and will be recoverable for at least three (3) years.
- b. Meter reading data posted to the MDMA server will be stored in the MDMA data exchange format as approved by the CPUC.

K. BILLING SERVICE OPTIONS AND OBLIGATIONS

1. Introduction

An ESP has the right to select from three (3) billing service options: (1) Consolidated PG&E Billing, (2) Consolidated ESP Billing (partial or, with PG&E's approval and consent, full), or (3) Separate PG&E/ESP Bills. In the absence of an ESP's election of one (1) of the three (3) billing service options described below, option (3), Separate PG&E/ESP Bills, will be the default billing service option.

In addition, this section states PG&E and ESP obligations for billing information and legal and safety notices in Section 5 herein.

2. Consolidated PG&E Billing

a. Description

PG&E will provide two options for Consolidated PG&E Billing:

- 1) Rate Ready - The customer's authorized ESP will send its rates to the utility. The utility will in turn send a consolidated bill, containing both PG&E and ESP charges to the customer.
- 2) Bill Ready - The customer's authorized ESP will send its bill to PG&E. PG&E will in turn send a consolidated bill, containing both PG&E and ESP charges, to the customer.

The customer's authorized ESP will send its bill to PG&E. PG&E will in turn send a consolidated bill, containing both PG&E and ESP charges, to the customer.

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DIRECT ACCESS

Sheet 33

K. BILLING SERVICE OPTIONS AND OBLIGATIONS (Cont'd.)

(L)

2. Consolidated PG&E Billing (Cont'd.)

b. Rate Ready PG&E Consolidated Billing

1) PG&E Obligations

- a) PG&E will calculate the ESP's charges based on the Customer's usage and the rates submitted to the utility by the ESP. PG&E will calculate the ESP's charges under this billing option using the ESP's rate schedules and the same Meter data used to calculate the utility's charges. PG&E will calculate the utility users tax for both PG&E and ESP charges.
- b) If billing quality Meter data is not received by PG&E from the ESP in a timely fashion, the utility may (i) send out an estimated bill for its services and the ESP's services in accordance with PG&E's applicable rules or (ii) hold its bill.
- c) Under Rate Ready PG&E Consolidated Billing, if the customer is also receiving natural gas aggregation services from the ESP, by mutual agreement, such charges can be included with the consolidated bill covering the charges for PG&E electric and natural gas services for that customer as well as the charges for natural gas aggregation and electric supply services that the ESP is supplying to that customer.

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Sheet 34

- K. BILLING SERVICE OPTIONS AND OBLIGATIONS (Cont'd.) (L)
2. Consolidated PG&E Billing (Cont'd.)
- b. Rate Ready PG&E Consolidated Billing (Cont'd.)
- 1) PG&E Obligations (Cont'd.)
- d) PG&E charges will be based on PG&E's electric service, PG&E's natural gas service, the customer's usage and the applicable PG&E rate schedules. The ESP's electric and natural gas charges will be based on the rates and charges by ESP and on the customer's electric and natural gas usage. Unless otherwise agreed, the terms and conditions stated in this rule will apply to the consolidated gas and electric billing service.
- 2) ESP Obligations
- a) ESP must select for each Service Account one of four (4) rate options for its Electric Supply services and one of the first three (3) for its natural gas aggregation services:
- a non-volumetric fixed price (lump sum)
 - a 1-tier price per kWh or therms
 - a 2-tier price per kWh or therms
 - a time-of-use rate option (charges for time-of-use (TOU) periods specified in PG&E's applicable TOU schedule for the DA Customer)
- b) Each submission of rate schedules by ESP should clearly identify which Service Accounts those schedules will apply to. ESP shall pay the charges set forth in the utility's electric rate schedules for each change of rate schedules by the ESP. (L)

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Sheet 35

- K. BILLING SERVICE OPTIONS AND OBLIGATIONS (Cont'd.) (L)
- 2. Consolidated PG&E Billing (Cont'd.)
- b. Rate Ready PG&E Consolidated Billing (Cont'd.)
- 2) ESP Obligations (Cont'd.)
- c) Only authorized utility personnel needed to perform, supervise or audit ESP billing under this option will have access to the ESP's rate schedules. PG&E shall treat the ESP's rate schedules as confidential information in accordance with the ESP Service Agreement, and shall not disclose those rate schedules to other than authorized utility personnel without the ESP's written consent or issuance of a valid legal order compelling the disclosure.
- d) PG&E assumes responsibility for the accuracy of the calculation of ESP's charges but does not assume responsibility for any information supplied by ESP or for the accuracy of Meter data if provided by ESP.
- 3) Timing Requirements
- a) The ESP's rate schedules and prices must be submitted to PG&E at least five (5) business days prior to the effective day of the rate.
- b) The ESP may update its rate schedules no more than once per calendar month subject to the lead time described above.
- c. Bill Ready PG&E Consolidated Billing
- 1) PG&E Obligations
- a) PG&E will calculate PG&E's charges and send the bill either by mail or electronic means to the customer. PG&E will include ESP charges on the bill. PG&E is not responsible for computing or determining the accuracy of the ESP charges on the bill. (L)

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ELECTRIC RULE NO. 22
DIRECT ACCESS

Sheet 36

K. BILLING SERVICE OPTIONS AND OBLIGATIONS (Cont'd.)

(L)

2. Consolidated PG&E Billing (Cont'd.)

c. Bill Ready PG&E Consolidated Billing (Cont'd.)

1) PG&E Obligations (Cont'd.)

- b) PG&E's bill will include a summary of ESP charges and will provide any billing-related details of ESP charges, including the ESP's telephone number. The ESP bill may be printed with the PG&E bill, or electronically transmitted exactly as provided by the ESP.
- c) PG&E will process customer payments and transfer amounts paid toward ESP charges to the ESP when the payments are received as specified in Section M and in accordance with the terms and conditions of PG&E's purchase of accounts receivable (Attachment B to this Rule 22).

2) ESP Obligations

- a) The ESP may offer consolidated billing services to Direct Access customers they serve once that billing service arrangement has been selected in the PG&E-ESP Service Agreement.
- b) The ESP will submit the necessary billing information to facilitate billing services under this billing option according to PG&E's billing schedule and by service account.
- c) The ESP will provide PG&E with a summary of ESP charges by electronic transmittal or other means acceptable to PG&E. The ESP will provide billing-related details of ESP charges on a separate page which will be included in the consolidated bill and transmitted with the summary charge. ESP charges which are not transmitted as required will not be included in the consolidated bill.

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ELECTRIC RULE NO. 22
DIRECT ACCESS

Sheet 37

K. BILLING SERVICE OPTIONS AND OBLIGATIONS (Cont'd.)

(L)

2. Consolidated PG&E Billing (Cont'd.)

c. Bill Ready PG&E Consolidated Billing (Cont'd.)

3) Timing Requirements

- a) Bills under this option will be rendered once a month. Nothing contained in this Section shall limit PG&E's ability to render bills more frequently consistent with PG&E's existing practices. However, ESP charges will only need to be calculated based on monthly billing periods.
- b) Except as provided in Paragraph 3.a above, PG&E will require that ESP and PG&E charges be based on the same billing period data to avoid any confusion concerning these charges.
- c) ESP charges must be received by PG&E the day following PG&E's scheduled meter reading date according to the provisions in Section J, Meter Reading Data Obligations. If billing charges have not been received from the ESP by this date, PG&E will render the bill for PG&E charges only, without ESP charges. The ESP must wait until the next billing cycle, or send a separate bill to the customer for ESP charges.

3. Consolidated ESP Billing

ESPs electing this billing option may choose partial or, with PG&E's approval and consent, Full Consolidated billing, as described below.

a. Partial Consolidated ESP Billing

1) Description

PG&E will calculate and send its bill to the ESP. The ESP will send a consolidated bill to the customer. The ESP will be obligated to provide to the customer detailed PG&E charges to the extent that the ESP receives such detail from PG&E. The ESP is not responsible for the accuracy of PG&E charges.

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ELECTRIC RULE NO. 22
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Sheet 38

K. BILLING SERVICE OPTIONS AND OBLIGATIONS (Cont'd.)

(L)

3. Consolidated ESP Billing (Cont'd.)

a. Partial Consolidated ESP Billing (Cont'd.)

2) PG&E Obligations

- a) PG&E will calculate all PG&E charges once a month and convey these charges to the ESP to be included on the ESP consolidated bill or otherwise provided to the customer pursuant to Section 5 below.
- b) PG&E will provide the ESP with a summary of PG&E charges by electronic transmittal or other means which enables the ESP to prepare the customer's bill in a timely manner, although the ESP may bill the customer on any interval agreeable to the customer. PG&E may provide billing-related details of PG&E charges on a separate page which will be provided to the customer. PG&E charges which are not transmitted to the ESP as required will not be included in the consolidated bill.
- c) PG&E charges will be calculated based on existing PG&E billing cycles regardless of which party provides the meter reading. PG&E charges will be conveyed to the ESP electronically or by other means acceptable to the ESP and PG&E.

3) ESP Obligations

- a) The ESP may offer consolidated billing services to Direct Access customers they serve once a billing service arrangement has been signed and included in the ESP Service Agreement.
- b) The ESP bill will include a summary of PG&E charges and may provide any billing-related details of PG&E charges, either on the consolidated bill or pursuant to section 5 below. PG&E bill may be printed separately with the ESP bill or electronically transmitted.

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ELECTRIC RULE NO. 22
DIRECT ACCESS

Sheet 39

K. BILLING SERVICE OPTIONS AND OBLIGATIONS (Cont'd.)

(L)

3. Consolidated ESP Billing (Cont'd.)

a. Partial Consolidated ESP Billing (Cont'd.)

3) ESP Obligations (Cont'd.)

- c) The ESP will prepare the bill and include both ESP and, subject to Section 5 below, PG&E charges. In addition, the ESP will process customer payments and handle its own collections responsibilities. Under this billing option, ESPs must pay all undisputed PG&E charges due to PG&E regardless of whether the customer has paid the ESP. The ESP must include all PG&E charges on the ESP consolidated bill.
- d) The ESP has no obligations regarding the accuracy of PG&E charges calculated by PG&E or for related disputes. Disputed charges will be handled according to CPUC procedures.
- e) Subject to the limitations of this section and with the written consent of the customer, the ESP may offer customers customized billing cycles or payment plans which permit the customer to pay the ESP for PG&E charges in different amounts for any given billing period than PG&E charges to the ESP for that period. Such plans will not, however, affect in any manner the obligation of the ESP to pay PG&E charges to PG&E as billed by PG&E. Further, such plans must ensure that the charges as billed by PG&E are provided to the customer as soon as practicable and that the customer's payment of PG&E charges is adjusted such that over a reasonable time, which shall not exceed one year, the customer pays no more than PG&E charges as billed by PG&E. Upon request, the ESP shall identify to PG&E any service accounts with such customized billing arrangements and provide a summary description of the arrangement as it pertains to PG&E charges.

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ELECTRIC RULE NO. 22
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Sheet 40

- K. BILLING SERVICE OPTIONS AND OBLIGATIONS (Cont'd.) (L)
- 3. Consolidated ESP Billing (Cont'd.) |
- a. Partial Consolidated ESP Billing (Cont'd.) |
- 4) Timing Requirements |
- a) ESPs may render bills more or less frequently than once a month. However, PG&E will continue to bill the ESP each billing cycle period for the amounts due by the customer for that billing month, provided that with the ESP's approval, PG&E may bill the ESP more frequently consistent with PG&E's existing practices. |
- b) PG&E will convey the billing information by service account to the ESP the day following PG&E's scheduled meter reading date according to provisions in Section J, Metering Reading Data Obligations. Meter reading data will be required on the same schedule as existing PG&E billing cycles. If PG&E fails to provide PG&E charges to the ESP by this date, the ESP may render the bill without PG&E charges included, and PG&E will either wait until the next billing period or send a separate bill to the customer for those charges. |
- c) The ESP is not required to estimate PG&E charges if charges are not received nor to delay the ESP billing. (L)

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Sheet 41

K. BILLING SERVICE OPTIONS AND OBLIGATIONS (Cont'd.)

(L)

3. Consolidated ESP Billing (Cont'd.)

b. Full Consolidated ESP Billing

1) Description

Subject to PG&E's approval and consent, the ESP will read the meter, calculate both PG&E and ESP charges and bill the customer. The ESP will detail PG&E charges in conformance with PG&E specifications. The ESP is responsible for the accuracy of PG&E charges. This option is applicable for all customer accounts for which the ESP reads the meter.

2) PG&E Obligations

PG&E will approve and consent to the provision of this Full ESP Consolidated billing for any ESP which demonstrates the capability to replicate PG&E charges, to the satisfaction of PG&E. PG&E will provide the ESP with the billing factors and procedures necessary for the ESP to calculate PG&E charges. PG&E charges will be calculated based on the ESP's meter reading and billing schedules.

3) ESP Obligations

a) The ESP may perform Full ESP Billing services for Direct Access customers they serve once the billing service arrangement has been signed and included in the ESP Service Agreement.

b) The ESP will calculate PG&E charges in accordance with approved tariffs and PG&E specifications. The ESP bill will include a summary of PG&E charges including any billing-related details of PG&E charges and CTCs. PG&E bill may be printed separately with the ESP bill or electronically transmitted to the customer. The ESP will furnish PG&E a report detailing PG&E portion of the ESP's bill in paper or electronic form.

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Sheet 42

K. BILLING SERVICE OPTIONS AND OBLIGATIONS (Cont'd.)

(L)

3. Consolidated ESP Billing (Cont'd.)

b. Full Consolidated ESP Billing (Cont'd.)

3) ESP Obligations (Cont'd.)

b) (Cont'd.)

The ESP will prepare the bill and include both ESP and PG&E charges, process customer payments, and handle its own collection responsibilities. Under this option the ESP must pay all undisputed PG&E charges to PG&E regardless of whether the customer has paid the ESP. The ESP must include all PG&E charges on the ESP Full Service bill.

4) Timing Requirements

- a) ESPs may render bills more or less frequently than once a month. However, the amounts due PG&E will be remitted monthly.

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Sheet 43

- K. BILLING SERVICE OPTIONS AND OBLIGATIONS (Cont'd.) (L)
- 3. Consolidated ESP Billing (Cont'd.)
 - b. Full Consolidated ESP Billing (Cont'd.)
 - 4) Timing Requirements (Cont'd.)
 - b) The ESP will convey the amounts due by service account to PG&E according to provisions in Section J, Meter Reading Data Obligations. The ESP's meter reading schedule may result in a change in PG&E's billing schedule. If necessary, a pro rated bill may be required to conform the customer's payments to the new schedule.
 - c) The ESP is responsible for correctly calculating PG&E charges. If underpayments are the result of ESP errors, the ESP is responsible for paying applicable late charges on the underpayment amounts.
 - 4. Separate PG&E/ESP Bills
 - a. Description

PG&E and the ESP will separately send their bills directly to the customer.
 - b. PG&E Obligations
 - 1) PG&E will calculate PG&E charges, prepare PG&E bill, and send PG&E bill to the customer by electronic or other means. The billing method is the sole responsibility of PG&E and its customers.
 - 2) PG&E does not have any obligations regarding the accuracy of ESP charges or related payment disputes. Accurate and timely meter reading data must be shared between the ESP and PG&E. (L)

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Sheet 44

K. BILLING SERVICE OPTIONS AND OBLIGATIONS (Cont'd.)

(L)

4. Separate PG&E/ESP Bills (Cont'd.)

c. ESP Obligations

- 1) The ESP will calculate the ESP charges, prepare the ESP bill, and send the ESP bill to the customer by electronic or other means. The billing method is completely independent of the billing method selected by PG&E.
- 2) The ESP has no obligations regarding accuracy of PG&E charges or related payment disputes. Accurate and timely meter reading data must be shared between the ESP and PG&E.

d. Timing

- 1) Meter reading data is required by PG&E on the scheduled meter reading date which conforms to existing PG&E billing cycles under this billing option.

5. Billing Information and Inserts

a. Identify PG&E and ESP Charges

PG&E bill, at a minimum, will identify PG&E charges as specified by the CPUC or its codes. If the customer elects the consolidated PG&E billing option, PG&E bill will identify, at a minimum, two (2) sets of charges: one for PG&E services and another for ESP energy services. PG&E will provide bills and notices both electronically or manually, depending upon PG&E's agreement with the ESP.

b. Required Legal and Safety Notices

All PG&E customers, including Direct Access customers, will receive mandated legal and safety notices, and PG&E will be responsible for the creation of these notices. If the ESP is providing consolidated billing services, PG&E will make available these notices to the ESP for distribution to the customer or, at the ESP's request, in electronic format to the ESP for production and communication to electronically-billed customers.

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Sheet 45

K. BILLING SERVICE OPTIONS AND OBLIGATIONS (Cont'd.)

(L)

5. Billing Information and Inserts (Cont'd.)

c. PG&E Obligations under Consolidated PG&E Billing

PG&E will design, print and insert these notices in mailed Consolidated PG&E bills. PG&E may also enclose PG&E-related bill inserts in consolidated PG&E billing as permitted by CPUC regulations.

d. ESP Obligations under Consolidated PG&E Billing

The ESP may include any information directly related to the calculation or understanding of ESP charges directly in the bill but may not include any text on the separate detail page which is not specifically related to the charges or their explanation.

e. PG&E Obligations under Consolidated ESP Billing

PG&E will design, print and deliver mandated safety and legal notices to the ESP in standard size if the ESP renders bills by mail. If the ESP renders bills electronically, PG&E will either provide the printed version or electronically transmit these notices to the ESP for communication to electronically-billed customers at the ESP's option.

f. ESP Obligations under Consolidated ESP Billing

The ESP will be required to inform their billing customers of any mandated legal and safety notices when billed by mail. At its discretion, the ESP may request PG&E to provide a separate mailing of such notices at a cost, specified in Schedule E-ESP. For electronically-billed customers, the ESP may transmit such notices by mail or electronically at its option.

The ESP shall be required to include language on its bills informing its billing customers of their rights regarding billing disputes and informing the customers of the procedures required to initiate a review of their bills.

g. PG&E Obligations under Separate PG&E/ESP Billing

PG&E will continue to mail mandated safety and legal notices in the billing envelope and may use the billing envelope as it does in current practice for providing information to all PG&E customers, including Direct Access customers, equally.

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DIRECT ACCESS

Sheet 46

K. BILLING SERVICE OPTIONS AND OBLIGATIONS (Cont'd.)

(L)

5. Billing Information and Inserts (Cont'd.)

h. ESP Obligations under Separate PG&E/ESP Billing

The ESP has no obligation for PG&E-mandated safety and legal notices under this option.

The ESP shall be required to include language on its bills informing its billing customers of their rights regarding billing disputes and informing the customers of the procedures required to initiate a review of their bills.

6. Billing Adjustments for Meter Error and Billing Error

a. Adjustment of Bills for Meter Error

Meter error is the incorrect registration of the customer's electrical usage resulting from a malfunctioning or defective meter. Meter error can result from a fast meter, a slow meter, or a non-registering meter. Meter error is defined in Rule 17.

1) Consolidated PG&E Bill

If PG&E is providing Consolidated PG&E Billing for a Direct Access Service Account affected by meter error, PG&E will adjust the bill for the Service Account, calculated as provided in Rule 17, to the extent those charges were affected by the meter error.

2) Consolidated ESP Bill

a) If an ESP is providing Consolidated ESP Billing for a Direct Access Service Account affected by meter error, PG&E will transmit adjusted PG&E and TTA Charges, calculated as provided in the Rule 17, to the ESP. The customer will be solely responsible for obtaining refunds of ESP electric power overcharges attributable to a fast meter from its current and prior ESPs, as appropriate.

b) Within fifteen (15) days after PG&E transmits the adjusted charges for a slow or non-registering meter, the ESP may either:

Pay PG&E the adjusted charges in accordance with the ESP Service Agreement, and assume responsibility for issuing a bill reflecting the adjusted charges to, and collecting the adjusted charges from, the DA Customer, or

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DIRECT ACCESS

Sheet 47

K. BILLING SERVICE OPTIONS AND OBLIGATIONS (Cont'd.)

(L)

6. Billing Adjustments for Meter Error and Billing Error (Cont'd.)

a. Adjustment of Bills for Meter Error (Cont'd.)

2) Consolidated ESP Bill (Cont'd.)

b) (Cont'd.)

Submit a DASR to PG&E to change the affected DA Service Account to the separate PG&E/ESP Billing option. After approval of the DASR requesting such change, PG&E will have the responsibility for issuing an adjusted bill to the Customer and collecting amounts owing from the Customer in accordance with this rule and the PG&E's Rule 17.

3) Separate PG&E/ESP Billing

PG&E will adjust its bill for meter error pursuant to Rule 17 for PG&E and TTA charges. The customer will be solely responsible for obtaining refunds of both current and prior ESP electric power overcharges attributable to a fast meter from its current and prior ESPs, as appropriate.

b. Adjustment of Bills for Billing Error

1) Billing error is defined in Rule 17.1.

2) A customer shall not be entitled to a credit adjustment for a billing error involving the failure of the ESP and/or the customer to notify PG&E of changes in the customer's connected load, equipment or operation, or failure of the ESP or customer to take advantage of any noticed rate option or condition of service for which the customer becomes eligible subsequent to the date of application for Direct Access service.

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DIRECT ACCESS

Sheet 48

K. BILLING SERVICE OPTIONS AND OBLIGATIONS (Cont'd.)

(L)

6. Billing Adjustments for Meter Error and Billing Error (Cont'd.)

b. Adjustment of Bills for Billing Error (Cont'd.)

3) PG&E will adjust its bills under the Separate PG&E/ESP or Consolidated PG&E Billing options for billing error pursuant to Rule 17.1. PG&E will adjust its bill to the ESP under the Consolidated ESP Billing option for billing error pursuant to Rule 17.1 for PG&E and TTA Charges. Within fifteen (15) days of the adjusted bill's transmittal by PG&E, the ESP may either assume responsibility for the adjusted charges or submit a DASR to change the affected Service Account to the separate billing option.

7. Unauthorized Usage of Energy

a. Unauthorized energy use is defined in Rule 17.2.

b. Once evidence of unauthorized energy use is detected, the investigations of unauthorized use of energy may be conducted by PG&E in accordance with Rule 17.2 regardless of ownership of the meter or provision of billing or metering services. Customers, ESPs, and their agents are required to preserve evidence of any unauthorized use and to cooperate in such investigations.

c. Once evidence of unauthorized use by an end-use customer has been detected, PG&E shall notify the ESP, who in turn shall remedy the situation, or electric service to end-user shall be terminated in accordance with paragraph g. below. Once evidence of unauthorized use by an ESP has been detected, PG&E may terminate provisioning of services to the ESP in accordance with paragraph g below.

d. At the conclusion of its investigation, if PG&E determines there has been unauthorized use, PG&E shall have the legal right to recover, from any customer, ESP, or other person who caused or benefited from such unauthorized use, the total estimated amount of the undercharge, including the Direct Access electric power component, for the full period of such unauthorized use. The utility will calculate the amount of the undercharges in accordance with Rule 17.2 and as otherwise provided by law.

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DIRECT ACCESS

Sheet 49

K. BILLING SERVICE OPTIONS AND OBLIGATIONS (Cont'd.)

(L)

7. Unauthorized Usage of Energy (Cont'd.)

- e. PG&E will issue adjusted bills for unauthorized use (including but not limited to all the costs and charges referenced in this Section) to the customer in accordance with Rule 17.2 (or to the ESP in the case of Consolidated ESP Billing).
- f. Whenever possible, upon completion of PG&E's investigation, the Customer, ESP, or other person being billed for an unauthorized use adjustment will be advised of PG&E's claim. The Customer, ESP, or other person being billed will be given an opportunity to respond to the claim.
- g. PG&E retains its right to collect from the ESP or the customer causing or benefiting from unauthorized use associated costs resulting from the unauthorized use as provided in Rule 17.2, or otherwise allowed by law.

L. PAYMENT AND COLLECTION TERMS

1. Under Consolidated PG&E Billing

- a. PG&E will prefer but not require electronic payment services for electronically-billed ESPs. PG&E will accept cash, check or electronic payments under this billing option. PG&E is required under D. 97-05-039 to pay the ESP the amounts paid to PG&E for ESP charges only after the payment is received. Payments will be transferred to the ESP specifying the amount paid by each specific service account or group of service accounts if the customer is Summary Billed.
- b. Upon receipt of PG&E's payment, the ESP is responsible for promptly and accurately posting the payment to the customer's service account. The ESP will also be responsible for any follow-up inquiries either with PG&E or the customer if there is question concerning the posting of that payment amount.
- c. PG&E must remit payments to the ESP only for the amounts paid by the Direct Access customer for payment of ESP charges. Payments are due on or before the later of:
 - 1) 17 days after the bill was rendered to the customer, or
 - 2) the next business day after the payment is received from the customer.

(L)

(Continued)



ELECTRIC RULE NO. 22
DIRECT ACCESS

Sheet 50

L. PAYMENT AND COLLECTION TERMS (Cont'd.)

(L)

1. Under Consolidated PG&E Billing (Cont'd.)

- d. PG&E will not forward any amounts owed to the ESP that have not been received from the customer. PG&E will process payments, post PG&E charges paid to customer service accounts, and transfer funds owed the ESP to the ESP. On the billing statement for the following month, PG&E will debit to the ESP any amounts resulting from returned payments and assess returned payment charges (i.e., a charge for each returned payment) to the appropriate customers.
- e. The ESP has no payment obligations for customer payments under consolidated PG&E billing services. However, the ESP must remit payment for any charges, approved by the CPUC, for services provided them by PG&E within the terms of service as specified in the UDC-ESP Service Agreement with PG&E. Sundry charges will be considered past due 30 days after the date the bill is rendered. The ESP is required to settle any disputes of ESP charges with the customer.
- f. The customer is obligated to pay PG&E for all PG&E and ESP charges consistent with existing tariffs.
- g. The customer must notify PG&E of any disputed charges; otherwise, any outstanding balance will be handled as a late payment. Customer disputes of ESP charges must be directed to the ESP, and customer disputes of PG&E charges must be directed to PG&E.
- h. If the customer disputes any PG&E charges, it shall nevertheless pay the amount billed; provided, however, that the customer may, at its election, pay that portion of the charges that the customer disputes to the CPUC in accordance with Rule 10. If the customer disputes any ESP charges, the provisions of its agreement with the ESP shall control. PG&E will forward to the ESP amounts paid to cover ESP charges.

(L)

(Continued)



ELECTRIC RULE NO. 22
DIRECT ACCESS

Sheet 51

L. PAYMENT AND COLLECTION TERMS (Cont'd.)

(L)

2. Under Consolidated ESP Billing

- a. Upon receipt of the ESP's payment, PG&E will be responsible for promptly and accurately posting the payment to the customer's account. PG&E will also be responsible for any follow-up inquiries with the ESP if there is question concerning the payment amount.
- b. The ESP is required by Decision 97-05-039 to pay amounts owed to PG&E for PG&E charges whether or not the customer has paid the ESP. Payment is due in full from the ESP within seventeen (17) days from the date PG&E charges are rendered to the ESP regardless of whether the customer has paid.
- c. PG&E has no payment obligations for customer payments under consolidated ESP billing services. However, payments of any charges, as determined by separate agreement between the ESP and PG&E, for services provided by the ESP will be considered past due thirty (30) days after the sundry bill is rendered to PG&E.
- d. The customer is obligated to pay the ESP for all PG&E and ESP charges according to the terms established between the ESP and the customer.
- e. If any charges are disputed, the customer must notify the ESP of the disputed amount. Customer disputes of ESP charges must be directed to the ESP, and customer disputes of PG&E charges, except disputes pertaining to the ESP's estimate of PG&E charges, must be directed to PG&E.
- f. If the ESP disputes any PG&E charges, it shall nevertheless pay the amount billed; provided, however, that the ESP may, at its election, pay that portion of the charges that the ESP disputes to the CPUC in accordance with Rule 10. If the customer disputes any PG&E charges, it shall address such dispute through the ESP, and may pursue the dispute in accordance with Rule 10.

(L)

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ELECTRIC RULE NO. 22
DIRECT ACCESS

Sheet 52

L. PAYMENT AND COLLECTION TERMS (Cont'd.)

(L)

3. Under Separate PG&E/ESP Bills

- a. PG&E is responsible for payment of miscellaneous charges imposed by the ESP, as per their service agreement with PG&E for Direct Access services, but PG&E has no payment obligations with respect to customer charges.
- b. PG&E has no payment or collection obligations to the ESP for customer payments of ESP charges. However, PG&E must remit, within thirty (30) days, payment of any charges due the ESP for services provided by the ESP in accordance with the service agreement. A late payment penalty may be assessed on past due charges.
- c. The ESP has no payment or collection obligations to PG&E for customer payments of PG&E charges. However, the ESP must remit, within thirty (30) days, payment of any charges, approved by the CPUC, due PG&E for services provided by PG&E. If authorized by the CPUC, a late payment penalty may be assessed on past due charges.
- d. The customer must remit payment in full to PG&E for PG&E charges due within the terms of sale as provided for in CPUC rules.
- e. If the customer disputes any PG&E charges, it shall nevertheless pay the amount billed; provided, however, that the customer may, at its election, pay that portion of the charges that the customer disputes to the CPUC in accordance with Rule 10. If the customer disputes any ESP charges, the provisions of its agreement with the ESP shall control. However, no registered ESP may discontinue service to a Small Customer for a disputed amount if that Small Customer has filed a complaint with the CPUC, and that Small Customer has paid the disputed amount into an escrow account.

M. LATE OR PARTIAL PAYMENTS AND UNPAID BILLS

1. Under Consolidated PG&E Billing

- a. PG&E is responsible for collecting the unpaid balance of all charges from customers, sending notices informing customers of unpaid balances, and taking the appropriate actions to recover the unpaid amounts owed the ESP.

(L)

(Continued)



ELECTRIC RULE NO. 22
DIRECT ACCESS

Sheet 53

- M. LATE OR PARTIAL PAYMENTS AND UNPAID BILLS (Cont'd.) (L)
1. Consolidated PG&E Billing (Cont'd.)
 - b. Except as provided below in Section (c), if a customer makes only a partial payment for a Service Account, the payment will be allocated proportionally between PG&E's charges and the ESP's charges. A customer may dispute these charges as provided in Section L, but will not otherwise have the right to direct partial payments for a particular Service Account. (Utility Users Taxes will be treated in accordance with current utility procedures and are not subject to this section.)
 - c. In evaluating a delinquent residential Service Account for service termination and to the extent required by law or CPUC regulations, partial payments will be allocated first to delinquent disconnectable charges. Uncollectible delinquent ESP charges will be reflected, as appropriate, in PG&E's account receivable bad debt adjustment procedure.
 - d. Undisputed overdue balances owed PG&E will be considered late and subject to PG&E late payment procedures.
 - e. CPUC rules will apply to late or non-payment of PG&E charges by the customer.
 2. Under Consolidated ESP Billing
 - a. The ESP is responsible for collecting both unpaid ESP and PG&E charges, sending notices informing customers of unpaid ESP and PG&E balances, and taking appropriate actions to recover the amounts owed. PG&E will not assume any collection obligations under this billing option.
 - b. PG&E will hold the ESP liable for any late payments or unpaid bills. Unpaid, undisputed overdue balances owed PG&E will be considered late and subject to late payment fees and procedures and the provisions of Section N.
 - c. PG&E will apply the same terms applicable to commercial accounts under default PG&E services to service accounts utilizing Consolidated ESP billing services. PG&E will notify the ESP if payment of PG&E charges has not been received within seventeen (17) days of the date delivered to the ESP. (L)

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ELECTRIC RULE NO. 22
DIRECT ACCESS

Sheet 54

M. LATE OR PARTIAL PAYMENTS AND UNPAID BILLS (Cont'd.)

(L)

3. Under Separate PG&E/ESP Billing

- a. PG&E and the ESP are responsible for collecting their respective unpaid balances, sending notices to customers informing them of the unpaid balance, and taking appropriate actions to recover their respective unpaid balances. Customer disputes with ESP charges must be directed to the ESP, and customer disputes with PG&E charges must be directed to PG&E. Late fees and fees for collections may be charged by PG&E as approved by the CPUC.
- b. Late payment of PG&E charges by customers will be handled in accordance with applicable CPUC rules.

N. INVOLUNTARY SERVICE CHANGES

1. Service Changes

The customer may have service of electricity, billing, or metering from an ESP changed involuntarily in the following circumstances:

- a. The ESP Has Been Decertified by the CPUC or receives a CPUC order that otherwise prohibits the ESP from serving that customer;
- b. The ESP has materially failed to meet its obligations under the terms of the ESP Service Agreement (including applicable tariffs) so as to constitute an event of default and PG&E exercises a contractual right to terminate the agreement;
- c. The ESP has materially failed to meet its obligations under the terms of the ESP Service Agreement (including applicable tariffs) so as to constitute an event of default and PG&E exercises a contractual right to change billing options;
- d. The ESP has materially failed to meet its obligations under the terms of the ESP Service Agreement (including applicable tariffs) so as to constitute an event of default and PG&E exercises a contractual right to change metering options;

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ELECTRIC RULE NO. 22
DIRECT ACCESS

Sheet 55

N. INVOLUNTARY SERVICE CHANGES (Cont'd.)

(L)

1. Service Changes (Cont'd.)

- e. The ESP ceases to perform by failing to provide schedules through a Scheduling Coordinator wherever such schedules are required.
- f. The customer fails to meet its direct access requirements and obligations under the utility's rules and tariffs.
- g. Notices of involuntary service changes or termination in Direct Access will be sent to the ESP, the MDMA if different from the ESP, and to each customer under contract as described in this section N, and to the CPUC.

2. Change of Service Election In Exigent Circumstances

In the event PG&E finds that an ESP or the customer has materially failed to meet its obligations under this tariff or ESP Service Agreement such that PG&E seeks to invoke its remedies under this Section N (other than a termination of ESP consolidated billing under Section N.4. or metering under Section N.5.), and the failure constitutes an emergency (i.e., the failure poses a substantial threat to the reliability of the electric system or to public health and safety or the failure poses a substantial threat of irreparable economic or other harm to PG&E or the customer), or the failure relates to ESP's unauthorized energy use, then PG&E may initiate a change, or, in some cases, terminate a customer's service election, or an ESP's ability to provide certain services under Direct Access. In such case, PG&E shall initiate the change or termination by preparing a DASR, but the change or termination may be made immediately notwithstanding the applicable DASR processing times set forth in this tariff. PG&E shall provide such notice and/or opportunity to cure the problem to the ESP and/or the affected customer as is reasonable under the circumstances of this section, if any is reasonable. The ESP or the affected customer shall have the right to seek an order from the CPUC restoring the customer's service election and/or the ESP's ability to provide services. Unless expressly ordered by the CPUC, these provisions do not disconnect electric service provided to the customer.

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ELECTRIC RULE NO. 22
DIRECT ACCESS

Sheet 56

N. INVOLUNTARY SERVICE CHANGES (Cont'd.)

(L)

3. Change of Service Election Absent Exigent Circumstances

In the event PG&E finds that an ESP has materially failed to meet its obligations under this tariff or the ESP Service Agreement such that PG&E seeks to invoke its remedies under this Section N (other than a termination of ESP Consolidated Billing under Section N.4. or metering under Section N.5.), but the failure does not constitute an emergency (as defined in Section N.2) or involve ESP's unauthorized energy use, PG&E shall notify the ESP and the affected customer of such finding in writing stating specifically:

- a. The nature of the alleged non-performance;
- b. The actions necessary to cure it;
- c. The consequences of failure to cure it and the remedy PG&E proposes to invoke in the event of a failure to cure; and
- d. The name, address and telephone number of a contact person at PG&E authorized to discuss resolution of the problem.

The ESP shall have thirty (30) days from receipt of such notice to cure the alleged non-performance or reach an agreement regarding it with PG&E. If the problem is not cured or an agreement is not reached following this thirty (30) day period, PG&E may initiate the DASR process set forth in this tariff to accomplish the remedy set forth in the notice; provided that PG&E shall suspend the exercise of such remedy if, before the end of the cure period, the ESP has filed an application with the CPUC requesting an order from the CPUC that the ESP is entitled to continue the ESP Service Agreement and PG&E is not entitled to exercise the remedy it has identified in its notice. The status of the ESP shall not change pending the CPUC's review of PG&E's request provided that an emergency, as described in Section N.2. does not arise. Unless expressly ordered by the CPUC, these provisions do not disconnect electric service provided to the customer. PG&E's action to defer the exercise of its remedies in accordance with this section does not constitute a waiver of any rights.

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ELECTRIC RULE NO. 22
DIRECT ACCESS

Sheet 57

N. INVOLUNTARY SERVICE CHANGES (Cont'd.)

(L)

4. Termination of Consolidated ESP Billing

Consolidated ESP billing services will be terminated under the following circumstances. (Among other things, this section describes the notice and opportunity to cure provisions applicable to defaults that permit a remedy of terminating ESP Consolidated Billing):

- a. If PG&E finds that the information provided by the ESP in ESP Service Agreement is materially false, incomplete, or inaccurate; the ESP attempts to avoid payment of CPUC-authorized PG&E charges; or the ESP files for bankruptcy, fails to have a bankruptcy proceeding filed against it dismissed within sixty (60) calendar days, admits insolvency, makes a general assignment for the benefit of creditors, or is unable to pay its debts as they mature, or has a trustee or receiver appointed over all or a substantial portion of its assets, customers will be notified that consolidated ESP billing services will be terminated, and will be switched to Separate PG&E Billing as promptly as possible.
- b. If the ESP does not pay PG&E (or dispute payment pursuant to the procedures set forth herein) the full amount of all PG&E and TTA charges by the applicable past due date, PG&E shall notify the ESP of the past due amount within two (2) days of the applicable past due date. If the full amount has not been received by PG&E (or properly disputed) within seven (7) days of the applicable past due date, the ESP's customers and the ESP will be notified on approximately the twenty-fourth (24th) day following the date the bill was rendered to the ESP that Consolidated ESP Billing services will be terminated, and that they will be switched to separate PG&E billing on the first regular scheduled meter reading date for each customer approximately thirty (30) days after the bill was rendered.
- c. If the ESP fails to comply within fifteen (15) calendar days of the transmittal of a written notice from PG&E of any additional or increased credit requirements as set forth in Section P, the ESP's customers and the ESP will be notified on approximately the twenty-fourth (24th) day following the date of transmittal that Consolidated ESP Billing services will be terminated, and that they will be switched to separate PG&E billing on the first regular scheduled meter reading date for each customer.

(L)

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ELECTRIC RULE NO. 22
DIRECT ACCESS

Sheet 58

N. INVOLUNTARY SERVICE CHANGES (Cont'd.)

(L)

4. Termination of Consolidated ESP Billing (Cont'd.)

- d. Upon termination of consolidated ESP billing pursuant to this Section N, PG&E may deliver a separate bill for all PG&E charges which were not previously billed by the ESP. The ESP or the affected customer shall have the right to seek an order from the CPUC restoring the ESP's eligibility to engage in Consolidated ESP Billing.
- e. At any time not less than six (6) months after termination of Consolidated ESP Billing pursuant to this section N, the ESP's eligibility to engage in consolidated billing services shall be reinstated upon a reasonable showing by the ESP that the problems causing revocation of its consolidated billing right have been cured, including payment of any late charges and re-establishment of compliance with credit requirements under Section P.

5. Termination of ESP Metering Services

PG&E will terminate an ESP's eligibility to provide metering services in PG&E's service territory if the ESP fails to comply with industry-accepted standards approved for PG&E by the CPUC for metering services. PG&E shall provide the ESP with fifteen (15) days written notice prior to such termination. ESP failure to comply is defined in Section G, Metering. The ESP or the affected customer shall have the right to seek an order from the CPUC restoring the ESP's eligibility to provide metering services.

6. Burden of Proof Before CPUC

In any case before the CPUC the party bearing the burden of going forward and the party bearing the burden of proof shall be established in the manner normally established at the CPUC.

7. Action in the Event of Termination

Upon termination of ESP Direct Access services pursuant to this Section N, the customer will be returned to PG&E Bundled services, unless the customer has previously selected another ESP under the procedures set forth in Section E. The customer shall thereafter have the right at any time to select another ESP pursuant to Section E.

(L)

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ELECTRIC RULE NO. 22
DIRECT ACCESS

Sheet 59

N. INVOLUNTARY SERVICE CHANGES (Cont'd.)

(L)

8. Prohibition

PG&E is prohibited from using any of the involuntary service changes in an anti-competitive manner.

O. SERVICE DISCONNECTIONS AND RECONNECTIONS

1. Consolidated PG&E Billing

a. PG&E will notify the customer of PG&E's right to disconnect electric service for the non-payment of PG&E charges pursuant to electric Rule 8 and 11. The customer, and not PG&E, is responsible for contacting the ESP in the event it receives notice of late payment or service termination from PG&E for any of its DA Service Accounts. If a customer has been disconnected, and is not reconnected within two (2) days, PG&E will promptly notify the ESP. To the extent authorized by the CPUC, a service charge will be imposed on the customer if a field call is performed to disconnect electric service.

b. PG&E will not disconnect electric service to the customer for the non-payment of ESP charges. In the event of non-payment of ESP charges by the customer, the ESP may submit a DASR requesting transfer of the service account to PG&E Bundled service according to Section E.

c. PG&E will reconnect electric service for a CPUC-authorized service fee when the criteria for reconnection, as specified in Rule 11, Discontinuance of Service, have been met.

2. Consolidated ESP Billing

a. PG&E will not disconnect electric service to the customer for either the non-payment of ESP charges by the customer, or the non-payment of PG&E charges by the ESP. In the event of non-payment of ESP charges by the customer, the ESP may submit a DASR requesting transfer of the service account to PG&E Bundled service according to Section E.

b. If an ESP fails to pay in full the charges that PG&E has transmitted to it (consisting of PG&E charges and the TTA charges) by the applicable past due date, the provisions of Section N.4.b. of this rule shall govern.

(L)

(Continued)



ELECTRIC RULE NO. 22
DIRECT ACCESS

Sheet 60

- O. SERVICE DISCONNECTIONS AND RECONNECTIONS (Cont'd.) (L)
2. Consolidated ESP Billing (Cont'd.)
- c. In accordance with CPUC rules, PG&E has the right to disconnect electric service to the customer for the non-payment of prior PG&E closing bills or any past due charges by the customer, and evidences of safety violations, energy theft, or fraud, by the customer. If a customer has been disconnected, and is not reconnected within two (2) days, PG&E will promptly notify the ESP. To the extent authorized by the CPUC, a service charge will be imposed on the customer if a field call is performed to disconnect electric service.
- d. PG&E will reconnect electric service for a CPUC-authorized service fee when the criteria for reconnection, as specified in Rule 11, Discontinuance of Service, have been met.
3. Separate PG&E/ESP Bills
- a. In accordance with CPUC rules, PG&E may disconnect electric service to the customer for the non-payment of PG&E charges by the customer, but PG&E will not disconnect electric service to the customer for the non-payment of ESP charges. If a customer has been disconnected, and is not reconnected within two (2) days, PG&E will promptly notify the ESP. In the event of non-payment of ESP charges by the customer, the ESP may submit a DASR requesting transfer of the service account to PG&E Bundled service according to Section E. In the event of non-payment of PG&E charges, and to the extent authorized by the CPUC, a service charge will be imposed on the customer if a field call is performed to disconnect electric service.
- b. PG&E will reconnect electric service for a service fee when the criteria for reconnection, as specified in Rule 11, Discontinuance of Service, have been met. (L)

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ELECTRIC RULE NO. 22
DIRECT ACCESS

Sheet 61

P. CREDIT REQUIREMENTS

(L)

1. Under Consolidated PG&E Billing

If PG&E performs consolidated billing services, PG&E may require the ESP to establish its creditworthiness through evaluations, deposits, or other security in the manner described in Section P.2, to cover CPUC-approved charges incurred as a result of Direct Access participation. That is, the creditworthiness only applies to the PG&E charges that are billed directly to the ESP.

2. Under Consolidated ESP Billing

If the ESP performs consolidated billing services, PG&E will require the ESP to establish its creditworthiness to cover CPUC-approved charges incurred as a result of Direct Access participation. The ESP may establish its creditworthiness through any one of the following. Upon the establishment of such creditworthiness, PG&E upon request will refund, in accordance with CPUC requirements, the customer's security deposits then being held to secure payment of those energy services being assumed by the ESP.

a. Credit Evaluation

An ESP with a demonstrable current credit rating of Baa2 or higher from Moody's or BBB or higher from Standard and Poor's, Fitch or Duff & Phelps, is deemed to be creditworthy unless PG&E determines that a material change in the ESP's creditworthiness has occurred. PG&E requires ESPs to complete a credit application including financial information reasonably necessary to establish credit. The creditworthiness evaluation may be conducted by an outside credit analysis agency, determined by PG&E, with final credit approval granted by PG&E. This evaluation will be completed within ten (10) business days. Credit reports will remain strictly confidential between the credit analysis agency and PG&E. A credit application processing fee, as approved by the CPUC, may be charged to offset the cost of determining the ESP's creditworthiness.

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ELECTRIC RULE NO. 22
DIRECT ACCESS

Sheet 62

P. CREDIT REQUIREMENTS (Cont'd.)

(L)

2. Under Consolidated ESP Billing (Cont'd.)

b. Security Deposits

The ESP may submit and maintain a cost-based security deposit in lieu of submitting to or being qualified under a creditworthiness evaluation. The amount of the security deposit required to establish credit will be twice the estimated maximum monthly bill for PG&E charges, where such estimate is based on the last twelve (12) months of historical usage. The initial value of the security deposit will be estimated by the ESP to cover its expected customer base and will be adjusted as necessary from time to time to meet the security requirements based on changes in the ESP's customer base. Security deposits may be in the form of (1) cash deposits, with interest earned at the 3-month commercial paper rate, (2) letters of credit, defined as irrevocable and renewable issued by a major financial institution acceptable to PG&E, (3) surety bonds, defined as renewable and issued by a major insurance company acceptable to PG&E, or (4) guarantees, with guarantors with a credit rating of Baa2 or higher from Moody's or BBB or higher from Standard and Poor's, Fitch or Duff & Phelps, unless PG&E determines that a material change in the guarantor's creditworthiness has occurred, or, in other cases, through the credit evaluation process described above. Security deposits must be posted with PG&E prior to the ESP's participation in Direct Access. Security deposits posted with PG&E which are in excess of outstanding unpaid bills owed to PG&E will be returned to the ESP within approximately sixty (60) days after the ESP has terminated consolidated ESP billing services in PG&E's service territory. While the ESP is conducting Consolidated ESP billing, deposits cannot be used as payment for past due bills in order to avoid or delay the switch to separate PG&E/ESP billing resulting from the ESP's non-payment of bills owed to PG&E.

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ELECTRIC RULE NO. 22
DIRECT ACCESS

Sheet 63

P. CREDIT REQUIREMENTS (Cont'd.)

(L)

2. Under Consolidated ESP Billing (Cont'd.)

c. Security Deposit Payment Timetable

ESP's are obligated to post security deposits with PG&E prior to the ESP's participation in Direct Access. Such a deposit shall not be required until three (3) days before the ESP's customers begin receiving direct access service. If the deposit in the required amount as specified in Section P.2.b has not been received from the ESP, PG&E will continue to bill the customer under the same conditions prior to the scheduled change of service. PG&E will issue a notice to both the ESP and the customer, informing both parties that the ESP will not provide consolidated billing services for that customer until the security deposit has been received by PG&E.

d. Interest on Cash Deposit

PG&E will pay interest on cash deposits, except as provided below, calculated on a daily basis, and compounded at the end of each calendar month, from the date fully paid to the date of refund by check or credit to the ESP's account. The interest rate applicable in each calendar month shall be set forth in Rule 7; except that when a refund is made within the first fifteen (15) days of a calendar month the interest rate applicable in the previous month shall be applied for the elapsed portion of the month in which the refund is made.

No interest will be paid if the ESP's right to continue providing ESP Consolidated Billing services is temporarily or permanently discontinued for nonpayment of bills. No interest will be paid for periods covered by bills paid after becoming past due.

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ELECTRIC RULE NO. 22
DIRECT ACCESS

Sheet 64

P. CREDIT REQUIREMENTS (Cont'd.)

(L)

2. Under Consolidated ESP Billing (Cont'd.)

e. Ongoing Maintenance of Credit

To assure continued validity of established unsecured credit, the ESP shall promptly notify PG&E of any material change in its credit rating or financial condition. ESP shall also furnish evidence of an acceptable credit rating or financial condition, as set forth above, to PG&E upon request. In the event PG&E determines that the ESP's, or the ESP's guarantor's, creditworthiness has materially changed, as set forth above, and the ESP does not rectify or provide a security deposit commensurate with the change in creditworthiness, then PG&E may revert to Separate Billing.

f. Re-establishment of Credit

An ESP whose Consolidated Billing service option has been terminated, revoked or suspended under this section may reestablish its credit worthiness by the provision of a security deposit, or by any other manner described in this Section P following a six (6) month period.

3. Under Separate PG&E/ESP Bills

If the ESP performs separate billing services, PG&E may require the ESP to establish its creditworthiness through evaluations, deposits, or other security in the manner described in Section P.2, to cover CPUC-approved charges incurred as a result of Direct Access participation. That is, the creditworthiness only applies to PG&E charges that are billed directly to the ESP.

4. Additional Documents

The ESP shall execute and deliver all documents and instruments (including, without limitation, security agreements and PG&E financing statements) reasonably required from time to time to implement the provisions set forth above and to perfect any security interest granted to PG&E.

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ELECTRIC RULE NO. 22
DIRECT ACCESS

Sheet 65

Q. ESP FINANCIAL SECURITY REQUIREMENTS

(N)

As a described in Section D.3, all new and existing ESPs are required to post a bond or demonstrate insurance sufficient to cover the re-entry fees associated with the involuntary return of its DA customers to PG&E's bundled service. The calculated bond amount will include the administrative costs related to switching a customer back to bundled service, and, subject to CPUC approval of a calculation methodology in a subsequent proceeding, the incremental procurement costs for involuntarily returned residential and small commercial customers for a safe harbor period and then for an additional six-month period for those customers remaining on bundled service.

1. The initial bond for existing and new ESPs will be established as follows:
 - a. For existing ESPs, pursuant to D.11-12-018, PG&E will perform the initial bond calculation based upon the administrative costs of switching a customer back to bundled service and submit the proposed bond amount in separate Tier 2 advice letter filings for each applicable ESP for CPUC approval. Any confidential data relating to an ESP utilized in the calculation shall be redacted. An unredacted version of each advice letter will be filed under confidential seal to the Energy Division. Concurrent with submitting the advice letter to the Energy Division, PG&E will serve by electronic means on each applicable ESP a copy of the advice letter, with the relevant supporting data and calculations of each respective ESP's bond amount provided confidentially only to that specific ESP in complete and unredacted form. Bonds must be posted by June 30, 2012, subject to approval by the Energy Division.

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ELECTRIC RULE NO. 22
DIRECT ACCESS

Sheet 66

Q. ESP FINANCIAL SECURITY REQUIREMENTS (Cont'd)

(N)

1. The initial bond for existing and new ESPs will be established as follows:
 (Cont'd)
 - b. For a new ESP that begins service, after December 1, 2011, in Month M + 2 (where M denotes the month when PG&E will calculate the bond amount), the bond calculation will be performed using Month M-1 data, and the bond will be for the period from the start date through the next annual calculation. PG&E will submit the proposed bond amount in separate Tier 2 advice letter filings for each applicable ESP for CPUC approval. Any confidential data relating to an ESP utilized in the calculation shall be redacted. An unredacted version of each advice letter will be filed under confidential seal to the Energy Division. Concurrent with submitting the advice letter to the Energy Division, PG&E will serve by electronic means on each applicable ESP a copy of the advice letter, with the relevant supporting data and calculations of each respective ESP's bond amount provided confidentially only to that specific ESP in complete and unredacted form. The ESP's bond must be posted before the ESP may begin service. It is the responsibility of the ESP to provide PG&E with an accurate forecast of the expected number of customers and load.

2. Annual Bond Calculation:

PG&E will update the amount of an ESP's bond or demonstration of insurance once annually, and submit the updated calculation to the Energy Division by April 10 of each year. Updated bond amounts will be submitted as Tier 1 advice letter for each ESP to the Energy Division and will be deemed accepted unless suspended by the Energy Division during the review period (30 days). Any confidential data relating to an ESP utilized in the calculation shall be redacted. An unredacted version of each advice letter will be filed under confidential seal to the Energy Division. Concurrent with submitting the advice letter to the Energy Division, PG&E will serve by electronic means on each applicable ESP a copy of the advice letter, with the relevant supporting data and calculations of each respective ESP's bond amount provided confidentially only to that specific ESP in complete and unredacted form.

(N)

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ELECTRIC RULE NO. 22
DIRECT ACCESS

Sheet 67

Q. ESP FINANCIAL SECURITY REQUIREMENTS (Cont'd)

(N)

2. Annual Bond Calculation: (Cont'd)

The Energy Division will review the ESP's gross and posted bond amount and adjust the required posted bond amount if and when it is more than ten percent (10 %) above or below the ESP's current posted bond amount. Upon CPUC approval of the relevant ESP financial security amounts, the Energy Division will notify each ESP of the final bond amounts due on an aggregate statewide basis.

An ESP is required to post the bond amounts in the advice letter within thirty (30) days of notification by the Energy Division, subject to correction for any errors. If an ESP believes that its financial security amount has been calculated inaccurately or in conflict with the adopted processes, the ESP may file comments with the Energy Division, and served upon PG&E, indicating any appropriate corrections with relevant supporting explanation and detail within twenty (20) days of the advice letter filing.

The posted bond may be in the form of a third-party guarantee from an investment grade guarantor, a surety bond, letter of credit, cash or cash equivalent financial instrument or security, or other financial instrument or security reasonably acceptable to PG&E and should be payable to directly PG&E in the event an ESP fails to timely pay the re-entry fees demanded by PG&E pursuant to Section Q.3, below.

(N)

(Continued)



ELECTRIC RULE NO. 22
DIRECT ACCESS

Sheet 68

Q. ESP FINANCIAL SECURITY REQUIREMENTS (Cont'd)

(N)

3. Re-Entry Fees For The Involuntary Return Of Customers

The ESP is responsible for all applicable re-entry fees for its customers that are involuntary returned, as defined in Section B.18

a. PG&E will calculate re-entry fees within sixty (60) days of earlier of (i) the start of the involuntary return of customers, or (ii) PG&E's receipt of the ESP's written notice of involuntary return. The re-entry fee will be a binding estimate of:

- 1) The administrative cost to switch the involuntarily returned DA customers to bundled service, plus,
- 2) The incremental procurement costs for involuntarily returned residential and small commercial customers for a safe harbor period and then for an additional six-month period for those customers remaining on bundled service.

b. PG&E's demand to the ESP for payment of the re-entry fees shall be made no later than sixty (60) days after the start of the involuntary return of DA customers to utility procurement service.

c. Re-entry fees are due and payable to PG&E within fifteen (15) days after issuance of the demand for payment. If the ESP fails to make payment within fifteen (15) days, PG&E may call upon the financial security posted by the ESP under Sections Q.1 or Q.2. to cover the re-entry fees.

d. The ESP is responsible for covering all applicable re-entry fees for its customers that are involuntarily returned. Only if, or to the extent, the ESP is unable to cover all of the applicable re-entry fees any unreimbursed fees from the ESP must be covered by the returned DA customers.

(N)



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**PG&E Gas and Electric
Advice Filing List
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Coast Economic Consulting	Morrison & Foerster	Utility Cost Management
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Consumer Federation of California	NRG West	Verizon
Crossborder Energy	NaturEner	Wellhead Electric Company
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