

PUBLIC UTILITIES COMMISSION

505 VAN NESS AVENUE
SAN FRANCISCO, CA 94102-3298



November 7, 2012

Advice Letter 3308-G-A / 4060-E-A

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: New PG&E Form 79-1143, On-Bill Financing Loan Agreement for California
State Government Customers**

Dear Mr. Cherry:

Advice Letter 3308-G-A / 4060-E-A, a Tier 3 advice letter is approved by staff disposition. The effective date is June 13, 2012, the date that the advice letter was filed with the Commission.

Advice Letter 3308-G-A / 4060-E-A adds to the Sample Forms sections of PG&E's Gas and Electric Tariffs a sample form entitled "PG&E Form 79-1143, California State Government Customers On-Bill Financing Loan Agreement." This form is a revised version of the Form 79-1118, which is the General On-Bill Financing Loan Agreement used by other customers. While authorized to participate in the On-Bill Financing Program, California State Government Customers could not use the Form 79-1118 because it did not comply with the State of California Constitution, Article 16, Section 7, which states: "Money may be drawn from the Treasury only through an appropriation made by law and upon a Controller's duly drawn warrant." The Governor's Office of Planning and Research has informed Energy Division that Form 79-1143 was developed by the Office in consultation with PG&E and that the Office requests that the Commission make it effective as soon as possible. This will enable California state agencies to take advantage of On Bill Financing.

PG&E filed Advice Letter 3308-G-A / 4060-E-A as a Tier 3 Advice Letter. However, General Rule 7.6.1 of General Order (GO) 96-B permits Industry Division Staff to approve an advice letter, regardless of which Tier it is filed in, so long as Staff can determine, as a ministerial act, that approval has been authorized by the Commission.

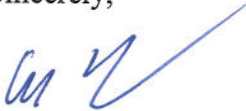
General Rule 8.5.8 of GO 96-B provides, in part: "Each utility's tariffs shall contain sample copies of printed forms, such as . . . contract forms . . . For purposes of this General Rule, and except where prohibited by statute or Commission order, utilities may use forms developed by government agencies." The form that Advice Letter 3308-G-A / 4060-E-A proposes to add to the Sample Forms sections of PG&E's tariffs was developed by the Governor's Office of Planning and Research.

Brain Cherry
November 7, 2012
Page 2

The sample form proposed by Advice Letter 3308-G-A / 4060-E-A is not prohibited by Commission order or statute. The Commission decisions (D.05-09043, D.07-10-032 and D. 09-09-047) creating and authorizing the On-Bill Financing Program do not prescribe the forms to be used in administering the program, nor does Form 79-1143 contain any term contradicting what the Commission has required for the program. Similarly, that form is not prohibited by any applicable statute; indeed, the modifications to Form 79-1118 are required in order to make the form consistent with the California Constitutional provision quoted above.

In sum, Energy Division has determined that, as a ministerial matter, the Commission has authorized the use of the sample form proposed by Advice Letter 3308-G-A / 4060-EA because it is a sample contract form developed by a government agency that is not prohibited by any statute or Commission order. Accordingly Energy Division is approving Advice Letter 3308-G-A / 4060-E-A, and its sample form.

Sincerely,

A handwritten signature in blue ink, appearing to read 'ER', with a long, sweeping horizontal line extending to the right.

Edward Randolph
Director, Energy Division
California Public Utilities Commission

September 24, 2012

Advice 3308-G-A/4060-E-A

(Pacific Gas and Electric Company ID U 39 M)

Public Utilities Commission of the State of California

Subject: Supplemental: New PG&E Form 79-1143, On-Bill Financing Loan Agreement for California State Government Customers

Pacific Gas and Electric Company (PG&E) hereby submits for filing new Gas and Electric Sample Form 79-1143 to enable California State Government customers to receive On-Bill Financing (OBF) loan funds. This filing supersedes Advice 3308-G/4060/E in its entirety.

Purpose

PG&E is submitting this supplemental filing to PG&E's Advice Letter 3308-G/4060-E, in accordance with the Energy Division memo dated September 10, 2012, which requests a supplemental Advice Filing no later than September 24, 2012.

This new form, to be utilized only by State of California government customers, includes modified terms and conditions to address the state's request to accommodate its indemnification and legislative appropriations requirements.

Background

As directed by the ED in the September 10, 2012 memo, PG&E worked with the Governor's Office of Planning and Research to draft mutually agreeable language for an OBF Loan Agreement for California State Customers. Attached to this filing is a letter from the Governor's Office of Planning and Research to PG&E and the CPUC that requests that PG&E file this OBF loan agreement for California State Customers as a form.

In order to meet the State of California and its department's needs, PG&E has modified a provision in paragraph 6 of the proposed California State Government Customers On Bill Financing Loan Agreement. In agreement with the State, PG&E has removed the provision that allows PG&E to decline to make the loan after the Loan Agreement is signed and the work is completed by the contractor, if PG&E determines that the State does not have good credit standing at the time. PG&E has also taken this opportunity to update the mailing address on the OBF Loan Agreement for the State of California. No

additional changes were made to the form PG&E filed on June 13, 2012, in AL 3308-G/4060-E.

Protests

In accordance with Energy Division direction, the review period for this advice letter has been waived.

Effective Date

In compliance with General Order 96-B Industry Rule 5.3(8) PG&E is filing this supplemental Advice Letter as a Tier 3 advice filing and requests it become effective on regular notice, **October 24, 2012**, which is 30 calendar days after the date of filing.

Notice

In accordance with General Order 96-B, Section IV, a copy of this advice letter is being sent electronically and via U.S. mail to parties shown on the attached list and the parties on the service list for R.09-11-014. Address changes to the General Order 96-B service list should be directed to PG&E at email address PGETariffs@pge.com. For changes to any other service list, please contact the Commission's Process Office at (415) 703-2021 or at Process_Office@cpuc.ca.gov. Send all electronic approvals to PGETariffs@pge.com. Advice letter filings can also be accessed electronically at: <http://www.pge.com/tariffs>

A handwritten signature in cursive script, reading "Brian Cherry". To the right of the signature is a small, stylized mark that appears to be "HAB".

Vice President, Regulatory Relations

Attachments

cc: Service List for R.09-11-014

CALIFORNIA PUBLIC UTILITIES COMMISSION

ADVICE LETTER FILING SUMMARY ENERGY UTILITY

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

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

Utility type:

☒ ELC

☒ GAS

☐ PLC

☐ HEAT

☐ WATER

Contact Person: 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) #: **3308-G-A/4060-E-A**

Tier: 3

Subject of AL: **Supplemental: New PG&E Form 79-1143, On-Bill Financing Loan Agreement for California State Government Customers**

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

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

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

Does AL replace a withdrawn or rejected AL? If so, identify the prior AL: No

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

Is AL requesting confidential treatment? No. If so, what information is the utility seeking confidential treatment for: N/A

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

Name(s) and contact information of the person(s) who will provide the nondisclosure agreement and access to the confidential information: N/A

Resolution Required? ☐ Yes ☐ No To be determined by Energy Division

Requested effective date: **October 24, 2012**

No. of tariff sheets: 6

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: New Gas and Electric Sample Form 79-1143

Service affected and changes proposed: New On-Bill Financing Loan Agreement for California State Government Customers

Pending advice letters that revise the same tariff sheets: N/A

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

CPUC, Energy Division

Tariff Files, Room 4005

DMS Branch

505 Van Ness Ave.,

San Francisco, CA 94102

E-mail: EDTariffUnit@cpuc.ca.gov

Pacific Gas and Electric Company

Attn: Brian Cherry

Vice President, Regulatory Relations

77 Beale Street, Mail Code B10C

P.O. Box 770000

San Francisco, CA 94177

E-mail: PGETariffs@pge.com



EDMOND G. BROWN JR.
GOVERNOR

STATE OF CALIFORNIA
GOVERNOR'S OFFICE *of* PLANNING AND RESEARCH



KEN ALEX
DIRECTOR

September 21, 2012

By Electronic Mail

Ann Kim, Esq.
Pacific Gas & Electric
Law Department
245 Market Street, N8C
San Francisco, CA 94105

Jennifer Finnigan
Senior Analyst, Energy Efficiency Finance
Bruce Kaneshiro
Supervisor, Demand Side Programs
Public Utilities Commission
505 Van Ness Avenue
San Francisco, CA 94102-3298

Re: On Bill Financing Loan Agreement Form for California State Government Customers

Dear Ms. Kim, Ms. Finnigan and Mr. Kaneshiro:

Enclosed is an On-Bill Financing Loan Agreement form that the Governor's Office of Planning & Research developed in collaboration with Pacific Gas & Electric. This form is mutually acceptable to the Governor's Office of Planning & Research and Pacific Gas & Electric. We request that Pacific Gas & Electric file this On-Bill Financing Loan Agreement for California State Government Customers as a form, pursuant to General Order 96-B, General Rule 8.5.8. We also request that it becomes effective as soon as possible.

Thank you for your attention to this matter.

Sincerely,

/s/

Sandra Goldberg
Senior Counsel

Enclosure

cc: Mark Hardcastle, CDCR

**ATTACHMENT 1
Advice 3308-G-A**

Cal P.U.C. Sheet No.	Title of Sheet	Cancelling Cal P.U.C. Sheet No.
29929-G	Gas Sample Form No. 79-1143 CALIFORNIA STATE GOVERNMENT CUSTOMERS ON-BILL FINANCING LOAN AGREEMENT Sheet 1	
29930-G	GAS TABLE OF CONTENTS Sheet 1	29898-G
29931-G	GAS TABLE OF CONTENTS Sheet 12	29246-G



Pacific Gas and Electric Company
San Francisco, California
U 39

Original
Cancelling

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

29929-G

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

Sheet 1

Advice Letter No: 3308-G-A
Decision No.

Issued by
Brian K. Cherry
Vice President
Regulatory Relations

Date Filed September 24, 2012
Effective June 13, 2012
Resolution No. _____

CALIFORNIA STATE GOVERNMENT CUSTOMERS

ON-BILL FINANCING LOAN AGREEMENT

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

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

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

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

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

proceeding is commenced by or against Customer under any bankruptcy or insolvency law that is not dismissed or stayed within 45 days.

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

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

15. STATE OF CALIFORNIA REQUIREMENT

- a. All Payment Obligations Subject to Appropriation

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

- b. No Lien or Encumbrance; Subordination:

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

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



16. Loan Particulars.

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

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

Customer Details

Contractor Details

Federal Tax ID or Social Security #, Customer

Federal Tax ID or Social Security #, Contractor

PG&E Account # / Service Agreement #

Account Name, Customer

Name, Contractor

Service Address, Customer

Address, Contractor

Name and Title of Authorized Representative
of Customer

Name and Title of Authorized Representative
of Contractor

Signature of Authorized Representative of
Customer

Date



ACCEPTED: Pacific Gas & Electric Company

By

Date

PG&E On-Bill Financing Program Manager

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



Pacific Gas and Electric Company
San Francisco, California
U 39

Revised
Cancelling Revised

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

29930-G
29898-G

GAS TABLE OF CONTENTS

Sheet 1

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Rate Schedules	29899,29860-G	
Preliminary Statements.....	29861,29619-G	
Rules	29737-G	
Maps, Contracts and Deviations.....	29288-G	
Sample Forms	29289,29738,27262,28662,29931,28503-G	

(Continued)

Advice Letter No: 3308-G-A
Decision No.

Issued by
Brian K. Cherry
Vice President
Regulatory Relations

Date Filed September 24, 2012
Effective _____
Resolution No. _____



GAS TABLE OF CONTENTS

Sheet 12

FORM	TITLE OF SHEET	CAL P.U.C. SHEET NO.
Sample Forms Non-Residential		
79-1089	ISP - Pacific Gas and Electric Company Exchange Agreement	24366-G
79-1090	G-ESISP Service Agreement	24367-G
79-1091	G-ESISP Service Relocation Agreement	24368-G
Sample Forms Miscellaneous		
62-0562	Gas and Electric Facilities Transfer Agreement	18418-G
62-0579	Construction Change Order.....	21087-G
62-4501	Absolving Service Agreement	5518-G
62-4527	Agreement to Perform Tariff Schedule Related Work	13667-G
62-4778	Cancellation of Contract	13137-G
79-861	Electronic Data Interchange Trading Partner Agreement.....	18294-G
79-936	Deed of Conveyance.....	13639-G
79-937	Assignment Agreement.....	13640-G
79-967	Electronic Billing Customer Agreement	19894-G
79-1039	Agricultural, Commercial, Residential Rate Schedule Selection Customer Agreement.....	24081-G
79-1040	Non-Disclosure and Use of Information Agreement.....	23183-G
79-1041	Notice of Bill Guaranty Termination.....	23184-G
79-1042	APS/Auto Pay Customer Application.....	23185-G
79-1043	Irrevocable Standby Letter of Credit.....	23186-G
79-1095	Authorization to Receive Customer Information or Act Upon a Customer's Behalf.....	24840-G
79-1096	Authorization to Receive Customer Information or Act Upon a Customer's Behalf (Spanish).....	24841-G
79-1097	Request Change of Mailing Address to a Third-Party Change of Address.....	24842-G
79-1099	Property Manager Authorization to Receive Owner Information or Act on an Owner's Behalf.....	25054-G
79-1104	Billing Calculation Service Agreement.....	26570-G
79-1118	General On-Bill Financing Agreement.....	28309-G
79-1126	Off-Bill and On-Bill Financing Loan Agreement for Self-Installed Projects.....	28602-G
79-1128	Customer Affidavit Form for the Self-Certification of Small Business Customers Under Government Code Section 14837.....	28659-G
79-1143	California State Government Customers On-Bill Financing Loan Agreement.....	29929-G (N)

(Continued)

Cal P.U.C. Sheet No.	Title of Sheet	Cancelling Cal P.U.C. Sheet No.
32057-E	ELECTRIC SAMPLE FORM 79-1143 CALIFORNIA STATE GOVERNMENT CUSTOMERS ON-BILL FINANCING LOAN AGREEMENT Sheet 1	
32058-E	ELECTRIC TABLE OF CONTENTS Sheet 1	32053-E
32059-E	ELECTRIC TABLE OF CONTENTS SAMPLE FORMS Sheet 30	31686-E



Pacific Gas and Electric Company
San Francisco, California
U 39

Original
Cancelling

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

32057-E

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

Sheet 1

Advice Letter No: 4060-E-A
Decision No.

Issued by
Brian K. Cherry
Vice President
Regulatory Relations

Date Filed September 24, 2012
Effective June 13, 2012
Resolution No. _____

CALIFORNIA STATE GOVERNMENT CUSTOMERS

ON-BILL FINANCING LOAN AGREEMENT

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

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

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

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

proceeding is commenced by or against Customer under any bankruptcy or insolvency law that is not dismissed or stayed within 45 days.

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

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

15. STATE OF CALIFORNIA REQUIREMENT

- a. All Payment Obligations Subject to Appropriation

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

- b. No Lien or Encumbrance; Subordination:

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

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



16. Loan Particulars.

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

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

Customer Details

Contractor Details

Federal Tax ID or Social Security #, Customer

Federal Tax ID or Social Security #, Contractor

PG&E Account # / Service Agreement #

Account Name, Customer

Name, Contractor

Service Address, Customer

Address, Contractor

Name and Title of Authorized Representative
of Customer

Name and Title of Authorized Representative
of Contractor

Signature of Authorized Representative of
Customer

Date



ACCEPTED: Pacific Gas & Electric Company

By

Date

PG&E On-Bill Financing Program Manager

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



ELECTRIC TABLE OF CONTENTS

Sheet 1

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79-1128	Customer Affidavit Form for the Self Certification of Small Business Customers under Government Code Section 14837	29725-E
79-1138	CHP Simplified Contract for Eligible CHP Facilities With a Power Rating of Less Than 500kW	31683-E
79-1141	Agreement for Schedule A-15 Fixed Usage Estimate	31456-E
79-1143	California State Government Customers On-Bill Financing Loan Agreement	32057-E (N)

(Continued)

Advice 3308-G-A/4060-E-A
September 24, 2012

Redline Version of

Gas and Electric Sample Form No. 79-1143

CALIFORNIA STATE GOVERNMENT CUSTOMERS
ON-BILL FINANCING LOAN AGREEMENT



GENERAL CALIFORNIA STATE GOVERNMENT CUSTOMERS

ON-BILL FINANCING LOAN AGREEMENT

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

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

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

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November 16, 2011



~~negligent acts or omissions of any party (including Contractor) in the conduct or performance of the Work. The Parties acknowledge and agree that PG&E is only providing the State with financing. The Customer has independently hired contractors ("State Contractors") to perform the work on behalf of the Customer to qualify for financing. The Customer acknowledges and agrees that the State Contractors are not third party beneficiaries to this agreement between the Customer and PG&E. To the extent authorized by law and subject to appropriation of the Legislature, the Customer agrees that it will look only to State Contractors for any claims related to the installed equipment or its performance and that PG&E shall have no responsibility or liability, except for the payment of the loan proceeds, and the Customer shall indemnify PG&E for any claims made by the State Contractors against PG&E.~~

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

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~~determined by PG&E) prior to making the Loan.~~ Customer shall give PG&E reasonable access to its premises and the Work ~~and shall provide such updated financial information to PG&E upon request. PG&E may decline to make the Loan if PG&E determines, in its sole discretion, that the Customer does not have good credit standing at that time.~~ If the Work conforms to all requirements of the Agreement and all amounts claimed by Customer as Work costs are substantiated to PG&E's reasonable satisfaction, ~~and PG&E is satisfied that Customer has good credit standing,~~ PG&E will issue a check ("**Check**") to Customer or Contractor (as designated by Customer in Section 15) for all amounts PG&E approves for payment in accordance with the Agreement. The date of such issuance is the "**Issuance Date**". If the Check is issued to Customer, Customer shall be responsible for paying any outstanding fees due to Contractor for the Work. If the Check is less than the amount due from Customer to Contractor, Customer shall be responsible for the excess due to the Contractor.

7. Customer shall repay the Loan Balance to PG&E as provided in this Loan Agreement irrespective of whether or when the Work is completed, or whether the Work is in any way defective or deficient, and whether or not the Work delivers energy efficiency savings to Customer.
8. The monthly payments will be included by PG&E on the Account's regular energy service bills, or by separate bill, in PG&E's discretion. Regardless whether the monthly payments are included in the regular utility bill or a separate loan installment bill, the following repayment terms will apply:
 - a. The Customer agrees to repay to PG&E the Loan Balance in the number of payments listed below and in equal installments (with the final installment adjusted to account for rounding), by the due date set forth in each PG&E utility bill or loan installment bill rendered in connection with Customer's account (identified by the number set forth below) ("Account"), commencing with the bill which has a due date falling at least 30 days after the Issuance Date.
 - b. If separate energy service bills and loan installment bills are provided, amounts due under this Loan Agreement as shown in the loan installment bill shall be deemed to be amounts due under each energy services bill to the Account, and a default under this Loan Agreement shall be treated as a default under the Account.
 - c. If the Customer is unable to make a full utility bill payment in a given month, payment arrangements may be made at PG&E's discretion.
 - d. Any partial bill payments received for a month will be applied in equal proportion to the energy charges and the loan obligation for that month, and the Customer may be considered in default of both the energy bill and the loan installment bill.
 - e. Further payment details are set forth below.
9. Any notice from PG&E to Customer regarding the Program or the transactions contemplated under the Loan Agreement may be provided within a PG&E utility bill or loan installment bill, and any such notices may also be provided to Customer at the address below or to the Customer's billing address of record in PG&E's customer billing



system from time to time, and in each case shall be effective five (5) days after they have been mailed.

10. The Loan Balance shall not bear interest.
11. Customer may, without prepayment penalty, pay the entire outstanding loan balance in one lump sum payment provided the customer first notifies PG&E by telephoning the toll free phone number (1-800-468-4743), and by sending written notice to PG&E On-Bill Financing Program Administrator at the address listed below, in advance of making the lump sum payment. Accelerated payments that are received from Customer without PG&E's prior approval may, at PG&E's sole discretion, be applied proportionally to subsequent energy charges and Loan repayments and PG&E shall have no obligation to apply accelerated payments exclusively to reduction of the outstanding Loan.
12. The entire outstanding Loan Balance will become immediately due and payable, and shall be paid by Customer within 30 days if: (i) the Account is closed or terminated for any reason; (ii) Customer defaults under the Agreement; (iii) Customer sells ~~or transfers ownership of~~ the equipment forming part of the Work to any third party ~~(including as part of a sale or lease of premises or transfer of business or otherwise);~~ or (iv) Customer becomes Insolvent. Customer becomes "Insolvent" if: (i) Customer is unable to pay its debts as they become due or otherwise becomes insolvent, makes a general assignment for the benefit of its creditors, or suffers or permits the appointment of a receiver for its business or assets or otherwise ceases to conduct business in the normal course; or (ii) any proceeding is commenced by or against Customer under any bankruptcy or insolvency law that is not dismissed or stayed within 45 days.
13. Customer understands that without limiting any other remedy available to PG&E against Contractor or Customer, **failure to repay the Loan Balance in accordance with the terms of the Agreement could result in shut-off of utility energy service, adverse credit reporting, and collection procedures, including, without limitation, legal action.**
14. If there is any conflict among the documents comprising the Agreement, the following order of priority shall apply: 1. this Loan Agreement; 2. the Application; 3. any documents attached to the Application.

15. STATE OF CALIFORNIA REQUIREMENT

a. All Payment Obligations Subject to Appropriation

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



b. No Lien or Encumbrance; Subordination:

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

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

15,16. **Loan Particulars.**

This table is to be completed by PG&E						
<u>Total Cost</u> ^{\$}	<u>Incentive</u> ^{\$}	<u>\$Customer Contribution</u> (if applicable)	<u>\$Loan Balance</u> ¹	<u>Monthly Payment</u>	<u>Term</u> ² (months)	Number of Payments
<u>\$</u> <u>Total Cost</u>	<u>\$</u> <u>Incentive</u>	<u>Loan Balance</u> ¹ <u>\$</u>	<u>\$ Monthly Payment</u>	<u>Term</u> ² <u>†</u> <u>Months</u> <u>\$</u>		

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

Customer Details

Contractor Details

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

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

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**Pacific Gas and
Electric Company®**

Federal Tax ID or Social Security #, Customer

Federal Tax ID or Social Security #, Contractor

PG&E Account # / Service Agreement #

Account Name, Customer

Name, Contractor

Service Address, Customer

Address, Contractor

Name and Title of Authorized Representative
of Customer

Name and Title of Authorized Representative
of Contractor

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Signature of Authorized Representative of
Customer

Date

ACCEPTED: Pacific Gas & Electric Company

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By

Date

PG&E On-Bill Financing Program Manager

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*Pacific Gas and
Electric Company®*

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

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

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