February 12, 2015

Advice Letter 3553-G/4566-E

Meredith Allen
Senior Director, Regulatory Relations
Pacific Gas and Electric Company
77 Beale Street, Mail Code B10C
P.O. Box 770000
San Francisco, California 94177

SUBJECT: Advice Letter in Compliance with Ordering Paragraph 29 of 2015 Energy Efficiency Decision 14-10-046

Dear Ms. Allen:

Advice Letter 3553-G/4566-E is effective as of January 21, 2015.

Sincerely,

Edward Randolph
Director, Energy Division
January 21, 2015

Advice 3553-G/4566-E  
(Pacific Gas and Electric Company ID U 39 M)

Public Utilities Commission of the State of California

Subject: Advice Letter in Compliance with Ordering Paragraph 29 of 2015 Energy Efficiency Decision 14-10-046

Purpose

This Advice Letter complies with Ordering Paragraph (OP) 29 of Decision (D.) 14-10-046 (EE Decision) requiring Pacific Gas and Electric Company (PG&E) to file a Tier 1 Advice Letter no later than January 21, 2015 to confirm it has entered into contracts with the Bay Area Regional Energy Network (BayREN) and Marin Clean Energy (MCE) for energy efficiency (EE) program funding.

BayREN Contract Extension

PG&E completed the execution of a contract change order with BayREN to comply with OP 23 of the EE Decision. The change order extends the term of the BayREN contract. The change order is attached.

Marin Clean Energy Contract Extension

PG&E has not yet entered into a contract with MCE for MCE’s EE programs with a gas savings component, as ordered in OP 26 of the EE Decision. On December 12, 2014, Executive Director Paul Clanon granted PG&E’s request for additional time to comply with OP 26. PG&E must complete the execution of the contract with MCE one week after Energy Division disposes of MCE’s December 1, 2014, advice letter (MCE-007-CCA) identifying 2013-2014 unspent funds to offset MCE’s 2015 funding. PG&E will file an advice letter with a copy of the MCE contract, once the advice letter is resolved and the contract is executed.

1 After PG&E requested the extension of time to comply with OP 26, MCE filed advice letter MCE-008-CCA on December 15, 2014, requesting additional use of its 2013-2014 unspent EE funds.
Protests

Anyone wishing to protest this filing may do so by letter sent via U.S. mail, facsimile or E-mail, no later than February 10, 2015 which is 20 days after the date of this filing. Protests must be submitted to:

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

Facsimile: (415) 703-2200  
E-mail: EDTariffUnit@cpuc.ca.gov

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

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

Meredith Allen  
Senior Director, Regulatory Relations  
Pacific Gas and Electric Company  
77 Beale Street, Mail Code B10C  
P.O. Box 770000  
San Francisco, California 94177

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

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

Effective Date

PG&E requests that this Tier 1 advice filing become effective upon date of filing, January 21, 2015.
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.13-11-005. 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/.

/S/
Meredith Allen
Senior Director, Regulatory Relations

Attachment

cc: Service List R.13-11-005
Company name/CPUC Utility No. Pacific Gas and Electric Company (ID U39 M)

<table>
<thead>
<tr>
<th>Utility type:</th>
<th>Contact Person: Kingsley Cheng</th>
</tr>
</thead>
<tbody>
<tr>
<td>☑ ELC</td>
<td>Phone #: (415) 973-5265</td>
</tr>
<tr>
<td>☑ GAS</td>
<td>E-mail: <a href="mailto:k2c0@pge.com">k2c0@pge.com</a> and <a href="mailto:PGETariffs@pge.com">PGETariffs@pge.com</a></td>
</tr>
<tr>
<td>☐ PLP</td>
<td></td>
</tr>
<tr>
<td>☐ HEAT</td>
<td></td>
</tr>
<tr>
<td>☐ WATER</td>
<td></td>
</tr>
</tbody>
</table>

**EXPLANATION OF UTILITY TYPE**

| ELC = Electric | GAS = Gas |
| PLP = Pipeline | HEAT = Heat |
| WATER = Water  |           |

Advice Letter (AL) #: 3553-G/4566-E

**Subject of AL:** Advice Letter in Compliance with Ordering Paragraph 29 of 2015 Energy Efficiency Decision 14-10-046

Keywords (choose from CPUC listing): Compliance, Agreements, Energy Efficiency

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

If AL filed in compliance with a Commission order, indicate relevant Decision/Resolution #: D.14-10-046

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

Summarize differences between the AL and the prior withdrawn or rejected AL: ____________________

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

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

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

Resolution Required? ☐ Yes ☑ No

Requested effective date: **January 21, 2015**

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: N/A

Service affected and changes proposed: N/A

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:

**California Public Utilities Commission**

- **Energy Division**
- **EDTariffUnit**
- 505 Van Ness Ave., 4th Flr.
- San Francisco, CA 94102
- E-mail: EDTariffUnit@cpuc.ca.gov

**Pacific Gas and Electric Company**

- **Attn:** Meredith Allen
- **Senior Director, Regulatory Relations**
- 77 Beale Street, Mail Code B10C
- P.O. Box 770000
- San Francisco, CA 94177
- E-mail: PGETariffs@pge.com
Attachment 1

BayREN Contract Change Order
Contract Change Order

This is Change Order ("CO") No. 2 to Contract No. 4400007460 dated 02/11/2013 between the Association of Bay Area Governments ("ABAG"), a Joint Powers Entity formed pursuant to California Government Code Section 6500 et seq., on behalf of BayREN and Pacific Gas and Electric Company ("PG&E"), a California corporation with its headquarters located at 77 Beale Street, San Francisco, California 94105. ABAG shall perform all Work under this Contract, as amended by this Change Order, pursuant to and in accordance with the terms and conditions of the Contract.

ABAG's PO Box 2050
Address: Oakland, CA 94604

Project BayREN
Name:
Job Location: Various PG&E Territories

CHANGES: The Parties hereby modify the Contract referenced above as follows:
This Change Order No. 2 does the following:
Adds Exhibit 7; "ABAG Document Retention and Production Requirements", and Exhibit 7-A, "Document and Data List".
Extends the term date of this MSA from 12/31/2014 until the earlier of 12/31/2025 or when the Commission issues a superseding decision and for a Maximum Contract Amount equal to the 2015 annualized budget approved by the Commission for 2015 and for years after until the earlier of 2025 or when the Commission issues a superseding decision.

Adds the following 2015 Annualized Program Budget to section 4.A.1 of the Specific Conditions as set forth on the Exhibit C "2015 Annualized Program Budget" and is incorporated by reference.

Adds a procedure to further amend the Contract to address the unspent funds from the 2013-2014 cycle that can be accessed by ABAG in 2015.

This Change Order represents full and final consideration for the changes described herein.

ATTACHMENTS: The following are attached to this Contract Change Order and incorporated herein by this reference.
Attachment: Exhibit 7 "PG&E ABAG Document Retention and Production Requirements"; Exhibit 7-A Document and Data List", pages 1-3
Exhibit C "2015 Annualized Program Budget", page 1

PRICING CHANGES:

| Previous Total Contract Value: | $Total Value of All Authorized CWAs |
| Addition or Deduction: | $Total Value of All Authorized CWAs |
| Revised Total Contract Value: | $Total Value of All Authorized CWAs |

All other terms and conditions of the Contract, as it may have been amended by previous Contract Change Order(s), if any, shall remain the same.

The parties, BY SIGNATURE OF THEIR AUTHORIZED REPRESENTATIVES, hereby agree to the terms of this Contract CHANGE ORDER.

62-4875 (12-1-08)
<table>
<thead>
<tr>
<th><strong>PG&amp;E Negotiator</strong></th>
<th><strong>ABAG Representative</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Tony Abdulla</td>
<td>Ezra Rapport</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Phone</strong></th>
<th><strong>Phone</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>415.973.8837</td>
<td>510-464-7920</td>
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<table>
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<tr>
<th><strong>Email</strong></th>
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<tbody>
<tr>
<td><a href="mailto:tea2@PGE.com">tea2@PGE.com</a></td>
<td>Ezra <a href="mailto:R@abag.com">R@abag.com</a></td>
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<tr>
<th><strong>Distribution Date</strong></th>
<th><strong>Document Services (Signed Original Copy)</strong></th>
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<tbody>
<tr>
<td></td>
<td>Mail Code N5D, 246 MARKET ST., SAN FRANCISCO</td>
</tr>
<tr>
<td></td>
<td>Work Supervisor, Invoice Approver, V.P., Director</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>ABAG (Signed Original Copy)</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Manager, Supervisor, Sourcing/Purchasing, Law</td>
</tr>
</tbody>
</table>
EXHIBIT C
2015 ANNUALIZED PROGRAM BUDGET

4A.1 2015 Program Budget for Bay Area Regional Energy Network Approved in CPUC Decision 13-09-044

The aggregate total of PG&E payments for all Work authorized and completed under this Agreement for 2015 shall not exceed $13,189,494.06***, absent prior written approval from the Commission. The following budgets for the BayREN programs have been approved by the Commission for the 2015 program year.

<table>
<thead>
<tr>
<th>Program</th>
<th>Program Year 2015</th>
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<tbody>
<tr>
<td>Single Family (T&amp;M)</td>
<td>$ 2,473,249</td>
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<tr>
<td>Single Family (Incentives)</td>
<td>$ 2,000,000</td>
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<tr>
<td>Subtotal Single Family</td>
<td>$ 4,473,249.00*</td>
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<tr>
<td>Multi-family (T&amp;M)</td>
<td>$ 2,726,800</td>
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<tr>
<td>Multi-family (Incentives)</td>
<td>$ 3,750,000</td>
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<tr>
<td>Subtotal Multi-family</td>
<td>$ 6,476,800.00</td>
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<tr>
<td>Commercial PACE (T&amp;M)</td>
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<tr>
<td>PAYS (T&amp;M)</td>
<td>$ 361,146.00</td>
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<tr>
<td>Subtotal Financing</td>
<td>$ 612,651.00</td>
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<td>Codes and Standards (T&amp;M)</td>
<td>$ 1,274,500.00</td>
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<tr>
<td>Subtotal D.14-10-046</td>
<td>$12,837,000</td>
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<tr>
<td>Multi-family CAP (T&amp;M)</td>
<td>$ 352,494.06**</td>
</tr>
<tr>
<td><strong>Total BayREN Budget</strong></td>
<td><strong>$ 13,189,494.06</strong>*</td>
</tr>
</tbody>
</table>

*Pending further CPUC clarification, this number could be reduced.
** The Multi-family CAP budget shall be reduced by the amount of any additional ABAG invoices for this program in 2014.
*** The total budget shall be modified if directed by the Commission.

The Parties will amend this Agreement in the first quarter of 2015 to indicate the additional amounts of unspent funds remaining from ABAG's approved 2013-2014 budget that will be available to ABAG for Work authorized and completed under this Agreement during 2015 as directed by the CPUC Energy Division and as mutually agreed upon by the Parties.
Exhibit 7A

Document and Data List

If Section 1(a) of Exhibit 7 is checked, ABAG agrees that in connection with this Contract or CWA, as applicable, the following ABAG Documents will be created, received and/or maintained by ABAG:

Required Records Include:
1. Final incentive applications
2. Copies of paid invoices
3. Pre and post-installation inspection reports
EXHIBIT 7

ABAG Document Retention and Production Requirements

1. ABAG agrees to retain, or cause to be retained, all documents and data, whether paper or electronic, as set forth on Exhibit 7A, provided that ABAG is not required to retain (i) draft versions of these written documents (ii) documents that are inconsequential or ancillary to such documentation as follow:

- [ ] a. the documents and data specified in Exhibit 7A to this Contract and/or in individual work authorizations (CWA) under this Contract; or

- [ ] b. all documents and data, whether paper or electronic, created, collected or received for PG&E in the course of performing the Work or furnishing the materials under the Contract.

If neither Section 1(a) or Section 1(b) is checked, Section 1(b) shall apply. If Section 1(a) is checked, but documents and data are not specified in Exhibit 7A, or in a subsequently issued CWA, Section 1(b) shall apply. Collectively, the information shall hereinafter be referred to as “ABAG Documents.”

2. If applicable, ABAG Documents shall be stored in a secure and organized manner. All ABAG Documents shall be in legible form, whether paper or electronic. In managing and administering ABAG Documents, ABAG will comply with the requirements of “The Generally Accepted Recordkeeping Principles” (see www arma.org), or with modified requirements approved in writing by PG&E and ABAG.

3. If applicable, upon completion of the Work or furnishing of the materials under the Contract, or upon completion of the Work or furnishing of the materials under each CWA under the Contract (“Work Completion Date”), PG&E will specify which of ABAG Documents must be transmitted to PG&E (“PG&E Records”), provided however, unless otherwise agreed by PG&E:

- [ ]a. Such shall transmit to PG&E, or provide PG&E access to, PG&E Records on request within two (2) business days hours or sooner if needed (without limitation) for regulatory, CPUC, safety, audit and/or litigation requirements; PG&E may specify that PG&E Records be delivered to PG&E on a regular basis prior to the Work Completion Date;

- [ ]b. With respect to ABAG Documents not transmitted to PG&E as PG&E Records, ABAG shall retain, or cause to be retained, all such documents for twenty four (24) months after the Work Completion Date (“Post-Termination Retention Period”). During the Post-Termination Retention Period, ABAG Documents shall be retained by ABAG at no additional cost to PG&E until disposed of in accordance with Section 6 below. To the extent PG&E requests retention of
the ABAG Documents after the Post-Termination Retention Period, the parties will mutually agree on the terms and conditions of such additional retention;

c. If ABAG Documents are kept in electronic form, the following formats are acceptable for transmission to PG&E: (i) PDF, CAD or TIFF for drawings and diagrams and (ii) PDF for all other documents. If ABAG Documents transmitted to PG&E consist of data in a proprietary format, make available to PG&E the proprietary tools or software necessary to access the data including after the transfer of the data to PG&E. This Section 3.d. shall not abrogate the obligation to produce ABAG Documents in an alternative format (e.g., a native format) if set forth elsewhere in the Contract, in which case such ABAG Documents shall be produced in each of the formats requested.

4. Any ABAG Documents that are subject to section 10.0 “Confidentiality” of Exhibit A to Contract No. 4400007460 shall be treated as confidential and shall not be disclosed to others unless is required to produce such documents pursuant to legal or regulatory requirements, in which case Contractor shall give PG&E maximum practicable advance notice prior to any production.

5. If applicable, a system for back-up of electronic ABAG Documents (e.g., files or databases) shall be maintained so they will be preserved for retrieval in the event that the originals are lost or destroyed.

6. If PG&E provides paper documents in order to convert them to digital electronic format, such paper documents shall be returned and converted to digital electronic format to PG&E.

7. ABAG is responsible for ensuring that its Subcontractors regardless of tier comply with the obligations of ABAG where set forth in this Exhibit 7.

8. The terms and conditions of this Exhibit 7, including Exhibit 7A if attached, shall survive the termination of this Contract.
AT&T
Albion Power Company
Alcantar & Kahl LLP
Anderson & Poole
BART
Barkovich & Yap, Inc.
Bartle Wells Associates
Braun Blaising McLaughlin, P.C.
California Cotton Ginners & Growers Assn
California Energy Commission
California Public Utilities Commission
California State Association of Counties
Calpine
Casner, Steve
Cenergy Power
Center for Biological Diversity
City of Palo Alto
City of San Jose
Clean Power
Coast Economic Consulting
Commercial Energy
Cool Earth Solar, Inc.
County of Tehama - Department of Public Works
Crossborder Energy
Davis Wright Tremaine LLP
Day Carter Murphy
Defense Energy Support Center
Dept of General Services
Division of Ratepayer Advocates
Douglass & Liddell
Downey & Brand
Ellison Schneider & Harris LLP
G. A. Krause & Assoc.
GenOn Energy Inc.
GenOn Energy, Inc.
Goodin, MacBrige, Squeri, Schlotz & Ritchie
Green Power Institute
Hanna & Morton
In House Energy
International Power Technology
Intestate Gas Services, Inc.
K&L Gates LLP
Kelly Group
Linde
Los Angeles County Integrated Waste Management Task Force
Los Angeles Dept of Water & Power
MRW & Associates
Manatt Phelps Phillips
Marin Energy Authority
McKenna Long & Aldridge LLP
McKenzie & Associates
Modesto Irrigation District
Morgan Stanley
NLine Energy, Inc.
NRG Solar
Nexant, Inc.
Occidental Energy Marketing, Inc.
OnGrid Solar
Pacific Gas and Electric Company
Praxair
Regulatory & Cogeneration Service, Inc.
SCD Energy Solutions
SCE
SDG&E and SoCalGas
SPURR
Seattle City Light
Sempra Utilities
SoCalGas
Southern California Edison Company
Spark Energy
Sun Light & Power
Sunshine Design
Tecogen, Inc.
Tiger Natural Gas, Inc.
TransCanada
Utility Cost Management
Utility Power Solutions
Utility Specialists
Verizon
Water and Energy Consulting
Wellhead Electric Company
Western Manufactured Housing Communities Association (WMA)
YEP Energy