

PUBLIC UTILITIES COMMISSION

505 VAN NESS AVENUE
SAN FRANCISCO, CA 94102-3298



November 14, 2014

**Advice Letters: 3443-G/4338-E
3443-G-A/4338-E-A**

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: SUBMISSION OF ON-BILL REPAYMENT (OBR) RATE SCHEDULE IN
COMPLIANCE WITH D.13-09-044**

Dear Ms Allen:

Advice Letters 3443-G/4338-G-A and 3443-G-A/4338-E-A are approved as supplemented;
effective November 10, 2014, per Resolution E-4680 Ordering Paragraphs approved
September 11, 2014.

Sincerely,

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

Edward Randolph
Director, Energy Division

October 13, 2014

Advice 3443-G-A/4338-E-A
(Pacific Gas and Electric Company U 39 M)

Public Utilities Commission of the State of California

**Subject: Supplemental: Revisions to On-Bill Repayment (OBR) Rate
Schedules in Compliance with Decision 13-09-044 and Resolution
E-4680**

Purpose

Pacific Gas and Electric Company (PG&E) hereby submits this supplemental advice letter (AL) to revise PG&E's On-Bill Repayment (OBR) Gas and Electric Rate Schedules and Gas and Electric Form No. 79-1157 *Authorization to Add Loan Charges to Utility Bill (Non-Residential)* (Authorization Form) filed in AL 3443-G/4338-E on December 19, 2013, in compliance with Ordering Paragraph (OP) 2 of Resolution E-4680.

Attachment 1 to this AL includes the final clean version of PG&E's revised Gas Schedule G-OBR, Electric Schedule E-OBR and Authorization Form. Attachment 2 includes a redlined version of these documents showing the changes required in Resolution E-4680 and as described below.

This supplemental advice filing supersedes Advice 3443-G/4338-E in part.

Background

The Investor Owned Utilities (IOUs)¹ were ordered in Decision (D.) 13-09-044, *Decision Implementing 2013-2014 Energy Efficiency Financing Pilot Programs* (the Decision) to develop uniform tariff language for the OBR financing pilots by December 30, 2013. On December 30, 2013, PG&E filed its proposed OBR Gas and Electric Rate Schedules and Authorization Form (Advice 3443-G/4338-E), in compliance with OPs 10 and 11 of the Decision. On September 12, 2014, the California Public Utilities Commission (Commission or CPUC) issued Resolution E-4680, approving AL 3443-G/4338-E as amended in the Resolution (OP 1). This supplemental AL includes the required

¹ PG&E, San Diego Gas & Electric Company (SDG&E), Southern California Edison Company (SCE) and Southern California Gas Company (SoCalGas).

amendments and complies with OP 2 of Resolution E-4680, which directed PG&E to file a Tier 1 compliance AL within 30 days of its issuance.²

OBR Rate Schedule Amendments

PG&E has revised its originally filed OBR Rate Schedules in compliance with Resolution E-4680, as indicated below:

Resolution Page	Section	Subsection	Location of Change in OBR Rate Schedule
23	Definitions	Lease Agreement	Sheet 1
23	Definitions	Qualified Measures	Sheet 2
24	Rates		Sheet 2
25	Billing and Payment of OBR Charges	Section 3	Sheet 3
26		Section 5	Sheet 4
22, 28		Section 6	Sheet 4
29		New Section	Sheet 4, new Section 8
30		New Section	Sheet 4, new Section 9
31		Section 11	Sheet 5, renumbered Section 13
32		Section 14	Sheet 5, renumbered Section 16
33	Required Agreements	Section 3	Sheet 6
33-34	Billing Inquiries or Disputes	Section 3	Sheet 6

Authorization Form Amendments

PG&E has revised its originally filed Authorization Form in compliance with Resolution E-4680, as indicated below.

Resolution Page	Section	Location of Change in Authorization Form	Slight Modification to Resolution Change Made for Clarification
35	Paragraph 2	Page 1	Grammatical clarification: Resolution revision inserted to modify "Pilots," rather than "Schedule OBR."
35	Number 2	Page 1	None
22, 36, 37	Number 3	Page 1	1) Revision made to align with Resolution language: "will subject your account" instead of original text "subjects the Customer's account" 2) Revision made to change

² The 30-day filing requirement falls on a weekend. PG&E is therefore filing this advice letter on the following business day.

Resolution Page	Section	Location of Change in Authorization Form	Slight Modification to Resolution Change Made for Clarification
			reference from Rule 9 to Rule 11, per guidance in the Resolution (page 22) for a similar change to the OBR Tariff – Billing and Payment of OBR Charges, section 6.
22, 38	Number 4	Page 2	None
39	Number 9	Page 2	Changed form number from 79-195 to the correct form number 79-1095.
41	Number 10	Page 2	None

PG&E also notes below where revisions in addition to those identified in Resolution E-4680 were made. The changes are not substantive but are deemed necessary to ensure accuracy and clarity for participating customers.

Section	Location of Change in Authorization Form	Additional Changes Made for Clarification
Definitions	Page 1	Added definition of “Work” to clarify the revision made to Number 10.
Number 6	Page 2	Deleted the word “Sample” in the title of the form.
Account Information	Page 4	Revisions to help the customer identify the requested Address, Account, and Service Agreement fields, consistent with PG&E’s Customer Information System.

Protests

Anyone wishing to protest this filing may do so by letter sent via U.S. mail, facsimile or E-mail, no later than November 3, 2014, which is 21 days³ 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.

³ The 20-day protest period concludes on a weekend. PG&E is hereby moving this date to the following business day.

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

Pursuant to OP 2 of Resolution E-4680, PG&E requests that this Tier 1 advice filing become effective upon date of filing, which is October 13, 2014.

Notice

In accordance with General Order 96-B, Section IV, a copy of this advice letter is being sent electronically and via U.S. mail to parties shown on the attached list and the parties on the service lists for A.12-07-001 and 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

Attachments

Service List A.12-07-001, et al. and R.13-11-005

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: Kingsley Cheng

Phone #: (415) 973-5265

E-mail: k2c0@pge.com and PGETariffs@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) #: **3443-G-A/4338-E-A**

Tier: 1

Subject of AL: **Supplemental: Revisions to On-Bill Repayment (OBR) Rate Schedules in Compliance with Decision 13-09-044 and Resolution E-4680**

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

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

If AL filed in compliance with a Commission order, indicate relevant Decision/Resolution #: D.13-09-044 and E-4680

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: **October 13, 2014**

No. of tariff sheets: **22**

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 Electric Schedule E-OBR (On-Bill Repayment (OBR) Pilots), New Gas Schedule G-OBR (On-Bill Repayment (OBR) Pilots), and New Gas and Electric Sample Form 79-1157 – Authorization to Add Loan Charges to Utility Bill (Non-Residential)**

Service affected and changes proposed: **Establish new Electric Schedule E-OBR (On-Bill Repayment (OBR) Pilots), New Gas Schedule G-OBR (On-Bill Repayment (OBR) Pilots) and New Gas and Electric Sample Form 79-1157 – Authorization to Add Loan Charges to Utility Bill (Non-Residential)**

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 21 days¹ 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

¹ The 20-day protest period concludes on a weekend. PG&E is hereby moving this date to the following business day.

Cal P.U.C. Sheet No.	Title of Sheet	Cancelling Cal P.U.C. Sheet No.
31548-G	GAS SCHEDULE G-OBR ON-BILL REPAYMENT (OBR) PILOTS Sheet 1	
31549-G	GAS SCHEDULE G-OBR ON-BILL REPAYMENT (OBR) PILOTS Sheet 2	
31550-G	GAS SCHEDULE G-OBR ON-BILL REPAYMENT (OBR) PILOTS Sheet 3	
31551-G	GAS SCHEDULE G-OBR ON-BILL REPAYMENT (OBR) PILOTS Sheet 4	
31552-G	GAS SCHEDULE G-OBR ON-BILL REPAYMENT (OBR) PILOTS Sheet 5	
31553-G	GAS SCHEDULE G-OBR ON-BILL REPAYMENT (OBR) PILOTS Sheet 6	
31554-G	GAS SCHEDULE G-OBR ON-BILL REPAYMENT (OBR) PILOTS Sheet 7	
31555-G*	GAS SAMPLE FORM 79-1157 AUTHORIZATION TO ADD LOAN CHARGES TO UTILITY BILL (Non-Residential) Sheet 1	
31556-G*	GAS TABLE OF CONTENTS Sheet 1	31546-G
31557-G	GAS TABLE OF CONTENTS Sheet 3	31524-G
31558-G*	GAS TABLE OF CONTENTS Sheet 12	30774-G



GAS SCHEDULE G-OBR
ON-BILL REPAYMENT (OBR) PILOTS

Sheet 1

APPLICABILITY: This Rate Schedule is applicable to gas service to non-residential End-Use Customers, and to residential master-metered multifamily End-Use Customers, who meet the criteria specified in Section CUSTOMER ELIGIBILITY, below, and receive service under a PG&E gas rate Schedule. (N)

The On-Bill Repayment (OBR) Pilots facilitate billing for Eligible Loans or Leases between Customers and Participating Financial Institutions (FIs) on the Customers' Energy Statement (Bill) to finance the purchase or lease and installation of Qualified Measures (as defined in Section DEFINITIONS, below) by Customers at the Customers' Premises.

OBR is available for loans funded and closed by Participating FIs on or before December 31, 2015, or as otherwise directed by the California Public Utilities Commission (CPUC).

DEFINITIONS: The definitions of capitalized terms used in this Rate Schedule are either defined in this Rate Schedule or are defined in Gas Rule 1, Definitions. Unless otherwise stated, all references to "Customer" in this Rate Schedule will refer to PG&E Customers who have elected to participate in OBR.

Affordable Multi-family Building: means a multi-family property with deed restrictions that require the owner to keep rents affordable with income qualifying households occupying at least 50% of units, and the cost of electricity/gas is absorbed in the rental for the individual dwelling unit, there is no separate identifiable charge by such customer to the tenants for electricity/gas, and the rent does not vary with electric/gas consumption.

California Hub for Energy Efficiency Financing (CHEEF): a central enabling entity through which energy users, financial institutions, energy efficiency providers and Participating Utilities can participate in a pilot to help finance the installation of Qualified Measures. The CHEEF may act through agents or third-party service providers.

Eligible Lease: A lease from a Participating Lessor to a Customer for lease of one or more Qualified Measures that satisfy the requirements for participation in OBR in the OBR Rules.

Eligible Loan: A loan from a Participating Lender to a Customer for one or more Qualified Measures that satisfy the requirements for participation in OBR in the OBR Rules.

Lease Agreement: An agreement between Customer and Participating Lessor to rent or lease one or more Qualified Measures to be installed at the Customer's Premise and recover the Lease Charges through On-Bill Repayment.

Lease Charge(s): Amounts due during a billing period from a Customer to a Participating Lessor for an Eligible Lease, including any late fees, late payments, or any other fees as calculated by the Participating Lessor pursuant to the Lease Agreement.

Loan Agreement: An agreement between a Customer and a Participating Lender to finance Customer's purchase and installation of Qualified Measures at Customer's Premise and recover the Loan Charges through On-Bill Repayment. (N)

(Continued)



GAS SCHEDULE G-OB
ON-BILL REPAYMENT (OBR) PILOTS

Sheet 2

DEFINITIONS: (cont'd.)

Loan Charge(s): Amounts due during a billing period from a Customer to a Participating Lender for an Eligible Loan, including any interest, late fees, late payments, and any other fees as calculated by the Participating Lender pursuant to the Loan Agreement. (N)

On-Bill Repayment: A process whereby OBR Charges, are included in a Customer's Bill, paid concurrently with the Utility Charges and forwarded to the Participating FI.

OBR Charge: A Loan Charge and/or Lease Charge relating to work performed at the Customer Premise associated with the Customer's account and included on a Customers' Bill pursuant to the Loan or Lease Agreement.

OBR Rules: Rules and requirements for participation in OBR established by the CHEEF.

Participating FI: A financial institution approved for participation in OBR by the CHEEF, which may be either a Participating Lender or Participating Lessor, as the case requires.

Participating Lender: A lender approved for participation in OBR by the CHEEF. Participating Lenders must be approved by the CHEEF pursuant to the standards in the OBR Rules, as may be modified from time to time, and must sign all agreements required by the OBR Rules.

Participating Lessor: A lessor selected for participation in OBR by the CHEEF. Participating Lessors must be selected by the CHEEF pursuant to its competitive procurement process and agree to comply with standards and regulations in the OBR Rules, as may be modified from time to time, and must sign all agreements required by the OBR Rules.

Participating Utility: Pacific Gas and Electric Company, Southern California Edison Company, San Diego Gas & Electric Company, and/or Southern California Gas Company.

Qualified Measures: Energy Efficiency measures included in the program implementation plans for OBR and approved by the CPUC for Customers to install at the location associated with the same account to which the OBR Charges will be billed. Which measures qualify as Qualified Measures is subject to CPUC approval, and may change from time to time. Distributed generation and demand response measures are also qualified per individual pilot rules.

Utility Charges: Charges rendered by PG&E for electric and/or gas service, deposits, and related charges approved by the CPUC. OBR Charges are not Utility Charges.

TERRITORY: The OBR Pilots are available throughout PG&E's gas service area, subject to the availability of Participating FIs.

RATES: All charges and provisions of the Customer's otherwise applicable rate schedule shall continue to apply. Each OBR Charge will appear as a separate line item (or multiple line items) on the Bill, as determined by the CPUC in consultation with the CHEEF. (N)

(Continued)



GAS SCHEDULE G-OBR
ON-BILL REPAYMENT (OBR) PILOTS

Sheet 3

**CUSTOMER
 ELIGIBILITY:**

1. Customer must have an Eligible Loan or Lease with a Participating FI and authorize PG&E to include the OBR Charge on the Bill. (N)
2. Customers must be current on their Utility charges and OBR Charges at the time the OBR Charge is first added to the Bill (i.e., not in default or in arrears).
3. Owners of Affordable Multi-family Buildings where the electric and/or gas services are either entirely or primarily master-metered, and do not live on the Premises are eligible to participate in OBR.
4. Customer must purchase or lease and install Qualified Measures funded through the Eligible Loan or Lease at the Premise associated with the PG&E Service Account.
5. If Qualified Measures are primarily installed to reduce natural gas usage, Customer must be a gas transportation customer of PG&E for the Premise where the Qualified Measures are installed.

**BILLING AND
 PAYMENT OF
 OBR CHARGES:**

1. PG&E is authorized to include OBR Charge on a Bill until the Eligible Loan or Lease is fully repaid and discharged unless otherwise instructed by the CHEEF or as provided herein. Upon Customer's authorization, PG&E will include the OBR Charge as a line item or items on the Customer's Bill as calculated and transmitted by the Participating FI and communicated to PG&E by the CHEEF. PG&E may rely on instructions received from the CHEEF and its agents and is not required to verify the amount of the OBR Charge or undertake any other verification or inquiry with respect to the transactions giving rise to the OBR Charge. OBR Charges may vary from month to month based on the Eligible Loan or Lease terms.
2. PG&E will include or remove OBR Charges on the Bill only pursuant to instructions from the CHEEF or as otherwise required by law. Participating FIs shall inform the CHEEF if the Customer has initiated a dispute resolution process under the terms of the Eligible Loan or Lease. The CHEEF may instruct PG&E to remove OBR Charges from the Bill pending the resolution of any dispute between a Customer and Participating FI. If PG&E receives instructions from the CHEEF, or other court of competent jurisdiction, to remove OBR Charges, PG&E will remove such charges from the Bill no later than the second billing cycle after such instructions are received. All collection and enforcement action with respect to an Eligible Loan or Lease shall be and remain the responsibility of the Participating FI.
3. In the event a Customer uses OBR to install Qualified Measures consisting of both gas and electric measures pursuant to the terms of an Eligible Loan or Lease, and is a Customer of more than one Participating Utility, then the OBR Charges attributable to such Eligible Loan or Lease will be placed on the Bill of the Participating Utility for which the greatest savings are expected to accrue, as determined by the Participating Utilities.
4. Customer shall pay OBR Charge along with all other charges on the Bill in accordance with the payment terms applicable to the Bill. All payments shall be made to PG&E. PG&E will forward the OBR Charge payments received to the CHEEF. (N)

(Continued)



**GAS SCHEDULE G-OBR
 ON-BILL REPAYMENT (OBR) PILOTS**

Sheet 4

BILLING AND
 PAYMENT OF
 OBR CHARGES:
 (cont'd.)

- 5. If PG&E does not issue Customer a Bill because of either voluntary or involuntary termination of PG&E service, PG&E shall notify the CHEEF within 10 days of service termination, unless the CPUC, in consultation with the CHEEF, determines that a later date is sufficient. In the case of involuntary service termination not associated with non-payment provided in Rule 11, PG&E shall keep OBR charges on the Bill unless it is determined that the customer will close its account for all service at the site. On and after such notification, PG&E will have no further responsibility for collecting and remitting OBR Charges unless the responsibility to pay such OBR Charges is assumed by a subsequent Customer at the Premises, pursuant to Section TRANSFERABILITY OF OBLIGATION TO PAY OBR CHARGES, below. (N)
- 6. Partial Payment: PG&E's billing system applies partial payment to the components of the bill using a pro rata distribution. In instances of customers making partial payments, the partial payment will be applied to the disconnectable charges, including the OBR Charge, where OBR is a disconnectable charge, and utility and other non-OBR charges in proportion to the amount owed for each. Payments will be applied to the past due OBR Charges prior to current charges. Non-payment of non-residential OBR Charges subject the Customer's account to service disconnection. Residential service is not subject to disconnection.

 A Customer's failure to pay any of the components of the Bill (other than for master-metered residential properties) will subject the Customer to service termination as set forth in Rule 11 Discontinuance and Restoration of Service.
- 7. Termination of Utility Service for Non Payment of OBR Charges: Unless otherwise prohibited by law, non-payment of OBR Charges by Customers other than those who reside in a residential or multi-family Premise, shall subject Customers to PG&E service disconnection, consistent with the provisions of Rule 11, Discontinuance and Restoration of Service, on the same terms and conditions under which Utility will disconnect the Customer for failure to pay Utility Charges. PG&E will reconnect service for a CPUC-authorized service fee when the criteria for reconnection, as specified in Rule 11, have been met and delinquent OBR Charges and Utility Charges have been paid. In order to be eligible to be reconnected, Customer must only pay delinquent OBR Charges and not any accelerated balance of the Loan or Lease. Upon remedy of delinquent OBR Charges, Customers that have been terminated will also be required to meet the criteria of Rule 6, Establishment and Reestablishment of Credit.
- 8. PG&E shall provide the CHEEF at the request of the CPUC, in consultation with the CHEEF, accurate and timely data on customer-specific collection events that PG&E initiates in keeping with Rule 11 and procedures cited above.
- 9. Per the CHEEF's request, PG&E shall issue non-residential Customers with past due OBR charges a notice specific to OBR Customers reminding them of the liability of disconnection and a possible timeline for it, in coordination with the processes and protocols PG&E has in place for past-due notification. (N)

(Continued)

Advice Letter No: 3443-G-A
 Decision No. 13-09-044

Issued by
Steven Malnigt
 Senior Vice President
 Regulatory Affairs

Date Filed October 13, 2014
 Effective November 10, 2014
 Resolution No. E-4680



GAS SCHEDULE G-OB
ON-BILL REPAYMENT (OBR) PILOTS

Sheet 5

BILLING AND
 PAYMENT OF
 OBR CHARGES:
 (cont'd.)

- 10. Declaration of Event of Default Under Loan or Lease Agreement: If the Participating FI elects to declare an event of default under the Loan or Lease Agreement it may demand immediate repayment of the entire principal and interest amounts outstanding (acceleration of loan repayment). If the FI chooses to accelerate the loan repayment, the FI must instruct the CHEEF to request PG&E remove all OBR Charges from the Bill. No accelerated loan repayments shall be eligible to be serviced as an OBR Charge. The Participating FI shall be fully responsible for collecting all further amounts due under the Loan or Lease Agreement from the Customer. (N)
- 11. Customer Bankruptcy: If a Customer files a petition for bankruptcy protection under the United States Bankruptcy Code, PG&E, upon notice, shall remove all OBR Charges from the Bill. If PG&E service was disconnected due to non-payment of Utility Charges or Loan Charges, service shall be reconnected if required to comply with Bankruptcy Law provided the Customer complies with Rule 6. The Participating FI shall be fully responsible for collecting all further amounts due under the Loan or Lease Agreement from the Customer.
- 12. Security Deposit: If Customer has or is required to provide a security deposit to establish or re-establish credit with Utility in order to connect or reconnect service, the OBR Charges will not be included in the calculation of the security deposit pursuant to Rule 6. The Security Deposit and interest earned on the deposit, if any, will not apply to delinquent or current Loan or Lease Charges and Participating Lender or Lessor will have no claim on or interest in the Security Deposit and interest earned on the deposit, if any.
- 13. Prepayment of OBR Charges: PG&E is not responsible for collecting, receiving or remitting any amounts to be attributable to prepayment of Customer's Eligible Loan or Lease. If, in accordance with the Loan or Lease Agreement, the Customer elects to pay some or all of the outstanding Eligible Loan or Lease balance independent of the OBR Charge, the Customer is expected to send such payment directly to the Participating FI, rather than to PG&E. PG&E is not authorized to keep funds a customer intended to pre-pay all or a substantial portion of the Loan or Lease balance.
- 14. Bill Impacts: OBR Charges may increase the amount of the Bill. OBR Charges may or may not be offset in whole or in part by a reduction in Customer's energy usage resulting from the installation of Qualified Measures and Customer shall not be entitled to claim any reduction in OBR Charges based on the extent to which Qualified Measures achieve their anticipated benefits. OBR Charges must be paid by Customer whether or not the Qualified Measures result in a reduction in Customer's energy usage or Bill savings. PG&E disclaims any warranty including warranty of merchantability or fitness for a particular purpose regarding any Qualified Measures.
- 15. Loan Disclosures: Nothing in this Rate Schedule shall relieve Participating FIs from any obligation by law to make disclosures or to provide periodic statements or other information to Customers with respect to Eligible Loans and Leases. PG&E assumes no responsibility with respect to such disclosures and reporting by virtue of providing OBR services pursuant to this Rate Schedule. (N)

(Continued)

Advice Letter No: 3443-G-A
 Decision No. 13-09-044

Issued by
Steven Mainight
 Senior Vice President
 Regulatory Affairs

Date Filed October 13, 2014
 Effective November 10, 2014
 Resolution No. E-4680



**GAS SCHEDULE G-OBR
 ON-BILL REPAYMENT (OBR) PILOTS**

Sheet 7

BILLING
 INQUIRIES OR
 DISPUTES:
 (cont'd.)

3. Where the Customer disputes its obligations to pay an OBR Charge, the dispute shall be resolved between the Customer and the Participating FI and PG&E shall not be a party to the dispute. PG&E will continue to include the OBR Charge on the Bill pending dispute resolution unless otherwise instructed by the CHEEF or court of competent jurisdiction as set forth in Section BILLING AND PAYMENT OF OBR CHARGES, paragraph 2, above. Where the customer disputes its obligation to pay non-OBR charges, and impounds any disputed amount with the Commission in accordance with Rule 10, customer payments for OBR charges will be allocated to the non-disputed charges, including the OBR charges, consistent with the payment process used for current payments. (N)
4. Customers with an OBR repayment dispute shall resolve it directly with PG&E or Participating FI. If a Customer subsequently contacts the CHEEF regarding the Utility billing service, the Customer will be referred to the CPUC's Consumer Affairs Branch (CAB) for assistance through its dispute resolution process. Disputes with the Participating FI regarding any terms of the Eligible Loan or Lease must be resolved directly with the Participating FI and cannot be resolved by CAB.

LIABILITY IN
 CONNECTION
 WITH OBR
 CHARGES AND
 CONDUCT BY
 PARTICIPATING
 LENDERS,
 LESSORS,
 CONTRACTORS,
 AND SERVICE
 PROVIDERS:

PG&E or its agents shall not be liable to Customer for any damages caused by Participating FI's failure to perform any commitment to the Customer or misrepresentation to the Customer. The amount of the OBR Charges shall be provided to PG&E by the CHEEF. PG&E shall not be liable to Customer if the amount of such charges is inaccurate in any way or contains charges that are in violation of the Loan or Lease Agreement or any state or federal laws. The Participating FI is not PG&E's agent for any purpose by virtue of the OBR billing procedures set forth in this Rate Schedule. PG&E shall not be liable to the Customer for any damages resulting from any acts, omissions, or representations made by a Participating FI or a contractor or service provider in connection with soliciting Customers for Qualified Measures or for the Eligible Loan or Lease. (N)

(Continued)

Advice Letter No: 3443-G-A
 Decision No. 13-09-044

Issued by
Steven Malnight
 Senior Vice President
 Regulatory Affairs

Date Filed October 13, 2014
 Effective November 10, 2014
 Resolution No. E-4680



GAS SAMPLE FORM 79-1157 Sheet 1
AUTHORIZATION TO ADD LOAN CHARGES TO UTILITY BILL (Non-Residential)

Please Refer to Attached
Sample Form

Advice Letter No: 3443-G-A
Decision No. 13-09-044

Issued by
Steven Malnight
Senior Vice President
Regulatory Affairs

Date Filed October 13, 2014
Effective November 10, 2014
Resolution No. E-4680

AUTHORIZATION TO ADD LOAN CHARGES TO UTILITY BILL (Non-Residential)

You have applied for, or have been given, a lease or loan to finance improvements to your building under the On-Bill Repayment (OBR) Pilots, approved by the California Public Utilities Commission. The loan or lease is being made by the financial institution described below. By signing this Authorization, you consent to allow PG&E to include monthly loan or lease repayment charges in your monthly utility bill, pursuant to PG&E's Gas and Electric Schedule OBR, and you agree to pay those charges, on the terms described below.

Please note that this Authorization contains summary information about the OBR Pilots. Before you sign this document, you should first review the more detailed program rules regarding the OBR Pilots, developed by the California Alternative Energy and Advanced Transportation Financing Authority (CAEATFA), and the Gas or Electric Schedule OBR.

In this document:

"Loan or Lease Charges" means any and all principal, interest and other charges and fees payable by you in connection with your loan or lease, as determined by your Financial Institution, including fees for late or deficient payments.

"Financial Institution" means the lender or lessor shown in the Account Information section below.

"Service Address(es)" means the property or properties serviced by PG&E as shown in the Account Information section below.

"You" means you, the customer(s) signing this authorization.

"Work" means the installation of Qualified Measures at your Service Address.

1. **Authorization to Bill Loan Charges.** You authorize PG&E to include Loan or Lease Charges in your PG&E bills for the Service Address(es) until further notice. The Financial Institution will determine the amount of the Loan or Lease Charge that is to be included in each bill, and PG&E will include that amount in your utility bill. PG&E does not verify the Loan or Lease Charges and other information provided by the Financial Institution. The Loan or Lease Charges may increase or decrease from month to month based on the terms of the loan or lease, the inclusion of late charges and interest, in accordance with the loan or lease terms, and variations in the periods of time covered by each PG&E billing cycle.
2. **Payment.** You agree to pay the Loan or Lease Charges along with the other charges in your utility bill by the due date for payment of the utility bill. All payments should be made to PG&E. PG&E will forward your Loan or Lease Charge payments to the Financial Institution. If a funding account for the PG&E payment is a credit card or checking account, PG&E will not forward your payment to the Financial Institution unless that account has sufficient available credit to pay the full amount of the energy charges and the Loan or Lease Charges.
3. **Partial Payments.** If you pay less than the total amount of your utility bill (including Loan or Lease Charges), the amount you pay will be allocated to disconnectable charges, including OBR Charges¹ and utility and other non-OBR charges, consistent with existing Tariffs. Non-payment of OBR charges will subject your account to service disconnection; payments will be applied to past due OBR Charges prior to current charges.

A Customer's failure to pay any of the components (other than for master-metered residential properties) will subject the Customer to service termination as set forth in Gas and Electric Rule 11.

Please note that, if PG&E stops billing you for Loan or Lease Charges before the Loan or Lease is paid in full, you are still responsible for making loan or lease payments directly to the Financial Institution. Late payments may be subject to reporting to credit agencies by the Financial Institution.

4. **Overpayments.** Overpayments will be applied to OBR Charges and to utility and other non-OBR charges in proportion to the amount owed for each currently or in the future. If you want to fully or substantially prepay Loan or Lease Charges, you must send the payment directly to the Financial Institution.

¹ OBR is not a disconnectable charge for participants of the multi-family pilot.

AUTHORIZATION TO ADD LOAN CHARGES TO UTILITY BILL (Non-Residential)

5. **Billing Inquiries and Disputes.** If you have any questions about your Loan or Lease or your Loan or Lease Charges, including any concerns that you may have been incorrectly charged, please contact the Financial Institution at the number shown in the Account Information section below. Any disputes about your Loan or Lease Charges must be resolved between you and the Financial Institution in accordance with your loan or lease documentation and applicable law. PG&E will not be involved in resolving such disputes. Questions about the energy charges on your utility bill should be directed to PG&E at the number shown on the bill.
6. **Transfer of Payment Obligation:** Responsibility to pay OBR Charges may be voluntarily assumed by the subsequent customer of record at the same location. You must first obtain the permission of your Financial Institution to assign your payment obligation to the next customer who occupies the same property where the improvements were installed. If the Financial Institution and subsequent customer agree in writing to assume the charges, the new customer must also sign Gas and Electric Form 79-1157 "Authorization to Add Charges to Utility Bill (Non Residential)."
7. **Service Disconnection for Non-Payment of Loan or Lease Charges (Non-Residential Customers only):** You acknowledge that non-payment of your Loan or Lease charges will result in a disconnection of your utility service consistent with the rules that generally apply to non-payment of your utility bill, until such time that your Loan or Lease payments and your utility charges are made current. Other rules for reconnection of service, including a requirement to post a security deposit, are set forth in Gas and Electric Rule 11.
8. **Jurisdiction.** This Authorization at all times shall be subject to such modifications as the California Public Utilities Commission may direct from time to time in the exercise of its jurisdiction.
9. **Authorization to Release Information.** If you choose to participate in a OBR Pilot, you must also sign one additional form to allow the release of confidential information regarding your utility bill payment history: *Form 79-1095 "Authorization to Receive Customer Information or Act Upon a Customer's Behalf"* to provide the California Hub for Energy Efficiency Financing (CHEEF) and your Financial Institution authorization to access customer billing information and other relevant data. PG&E shall provide the CHEEF at the request of the CPUC or CHEEF accurate and timely data on customer-specific collection events that PG&E initiates in keeping with Rule 11 procedures. PG&E will share only customer-specific data relevant to implement this program.
10. **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 Agreement by Customer; (b) any defects or problems with the Work, or the failure of the Work to deliver any anticipated energy efficiencies; (c) Customer's failure to pay any amount due or claimed by Contractor with respect to the Work; or (d) the wrongful or negligent acts or omissions of any party (including the Contractor) in the conduct or performance of the Work.



AUTHORIZATION TO ADD LOAN CHARGES TO UTILITY BILL (Non-Residential)

ACCOUNT INFORMATION *(Please Print or Type)*

CUSTOMER DETAILS²

Name(s): _____

Address: _____

Account Number³: _____

FINANCIAL INSTITUTION AND LOAN OR LEASE INFORMATION

Name of Financial Institution: _____

Address: _____

Contact telephone number: _____

Loan or Lease Number: _____

Principal Amount of Loan/Lease: _____

Estimated Monthly Payment/Duration: _____

[other identifying information] _____

SERVICE ADDRESSES INCLUDED IN THIS AUTHORIZATION:

- | | | | |
|----|-----------------|-------|--------------------------------|
| 1. | _____ | _____ | _____ |
| | SERVICE ADDRESS | CITY | GAS/ELECTRIC SERVICE AGREEMENT |
| 2. | _____ | _____ | _____ |
| | SERVICE ADDRESS | CITY | GAS/ELECTRIC SERVICE AGREEMENT |
| 3. | _____ | _____ | _____ |
| | SERVICE ADDRESS | CITY | GAS/ELECTRIC SERVICE AGREEMENT |

² If there is more than one customer of record for a Service Address, all customers must complete and sign this form.

³ PG&E Account Number where the OBR Charges will be billed.



AUTHORIZATION TO ADD LOAN CHARGES TO UTILITY BILL (Non-Residential)

By signing below, You hereby authorize PG&E to add Loan or Lease Charges to Your utility bills for the Service Address(es) shown above.

AUTHORIZED CUSTOMER SIGNATURE
Executed this _____ day of _____
MONTH YEAR

TELEPHONE NUMBER
at _____
CITY AND STATE WHERE EXECUTED

ADDITIONAL AUTHORIZED CUSTOMER SIGNATURE
Executed this _____ day of _____
MONTH YEAR

TELEPHONE NUMBER
at _____
CITY AND STATE WHERE EXECUTED

Financial Institution Approval:

Financial Institution confirms that the Account Information shown above accords with its records.

SIGNATURE

COMPANY
Executed this _____ day of _____
MONTH YEAR

TELEPHONE NUMBER



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(Continued)

Advice Letter No: 3443-G-A
 Decision No. 13-09-044

Issued by
Steven Malnight
 Senior Vice President
 Regulatory Affairs

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(N)

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ELECTRIC SCHEDULE E-OBR
ON-BILL REPAYMENT (OBR) PILOTS

Sheet 1

APPLICABILITY: This Rate Schedule is applicable to electric service to non-residential Customers, and to residential master-metered multifamily Customers who meet the eligibility criteria specified in Section CUSTOMER ELIGIBILITY, below, and receive service under a PG&E electric rate Schedule. (N)

The On-Bill Repayment (OBR) Pilots facilitate billing for Eligible Loans or Leases between Customers and Participating Financial Institutions (FIs) on the Customers' Energy Statement (Bill) to finance the purchase or lease and installation of Qualified Measures (as defined in Section DEFINITIONS, below) by Customers at the Customers' Premises.

OBR is available for loans funded and closed by Participating FIs on or before December 31, 2015, or as otherwise directed by the California Public Utilities Commission (CPUC).

DEFINITIONS: The definitions of capitalized terms used in this Rate Schedule are either defined in this Rate Schedule or are defined in Gas Rule 1, Definitions. Unless otherwise stated, all references to "Customer" in this Rate Schedule will refer to PG&E Customers who have elected to participate in OBR.

Affordable Multi-family Building: means a multi-family property with deed restrictions that require the owner to keep rents affordable with income qualifying households occupying at least 50% of units, and the cost of electricity/gas is absorbed in the rental for the individual dwelling unit, there is no separate identifiable charge by such customer to the tenants for electricity/gas, and the rent does not vary with electric/gas consumption.

California Hub for Energy Efficiency Financing (CHEEF): a central enabling entity through which energy users, financial institutions, energy efficiency providers and Participating Utilities can participate in a pilot to help finance the installation of Qualified Measures. The CHEEF may act through agents or third-party service providers.

Eligible Lease: A lease from a Participating Lessor to a Customer for lease of one or more Qualified Measures that satisfy the requirements for participation in OBR in the OBR Rules.

Eligible Loan: A loan from a Participating Lender to a Customer for one or more Qualified Measures that satisfy the requirements for participation in OBR in the OBR Rules.

Lease Agreement: An agreement between Customer and Participating Lessor to rent or lease one or more Qualified Measures to be installed at the Customer's Premise and recover the Lease Charges through On-Bill Repayment.

Lease Charge(s): Amounts due during a billing period from a Customer to a Participating Lessor for an Eligible Lease, including any late fees, late payments, or any other fees as calculated by the Participating Lessor pursuant to the Lease Agreement.

Loan Agreement: An agreement between a Customer and a Participating Lender to finance Customer's purchase and installation of Qualified Measures at Customer's Premise and recover the Loan Charges through On-Bill Repayment. (N)

(Continued)

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Steven Malnight
 Senior Vice President
 Regulatory Affairs

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**ELECTRIC SCHEDULE E-OBR
 ON-BILL REPAYMENT (OBR) PILOTS**

Sheet 2

DEFINITIONS: (cont'd.)

Loan Charge(s): Amounts due during a billing period from a Customer to a Participating Lender for an Eligible Loan, including any interest, late fees, late payments, and any other fees as calculated by the Participating Lender pursuant to the Loan Agreement. (N)

On-Bill Repayment: A process whereby OBR Charges, are included in a Customer's Bill, paid concurrently with the Utility Charges and forwarded to the Participating FI.

OBR Charge: A Loan Charge and/or Lease Charge relating to work performed at the Customer Premise associated with the Customer's account and included on a Customers' Bill pursuant to the Loan or Lease Agreement.

OBR Rules: Rules and requirements for participation in OBR established by the CHEEF.

Participating FI: A financial institution approved for participation in OBR by the CHEEF, which may be either a Participating Lender or Participating Lessor, as the case requires.

Participating Lender: A lender approved for participation in OBR by the CHEEF. Participating Lenders must be approved by the CHEEF pursuant to the standards in the OBR Rules, as may be modified from time to time, and must sign all agreements required by the OBR Rules.

Participating Lessor: A lessor selected for participation in OBR by the CHEEF. Participating Lessors must be selected by the CHEEF pursuant to its competitive procurement process and agree to comply with standards and regulations in the OBR Rules, as may be modified from time to time, and must sign all agreements required by the OBR Rules.

Participating Utility: Pacific Gas and Electric Company, Southern California Edison Company, San Diego Gas & Electric Company, and/or Southern California Gas Company.

Qualified Measures: Energy Efficiency measures included in the program implementation plans for OBR and approved by the CPUC for Customers to install at the location associated with the same account to which the OBR Charges will be billed. Which measures qualify as Qualified Measures is subject to CPUC approval, and may change from time to time. Distributed generation and demand response measures are also qualified per individual pilot rules.

Utility Charges: Charges rendered by PG&E for electric and/or gas service, deposits, and related charges approved by the CPUC. OBR Charges are not Utility Charges.

TERRITORY: The OBR Pilots are available throughout PG&E's electric service area, subject to the availability of Participating FIs.

RATES: All charges and provisions of the Customer's otherwise applicable rate schedule shall continue to apply. Each OBR Charge will appear as a separate line item (or multiple line items) on the Bill, as determined by the CPUC in consultation with the CHEEF. (N)

(Continued)



**ELECTRIC SCHEDULE E-OBR
 ON-BILL REPAYMENT (OBR) PILOTS**

Sheet 4

BILLING AND
 PAYMENT OF
 OBR CHARGES:
 (cont'd.)

5. If PG&E does not issue Customer a Bill because of either voluntary or involuntary termination of PG&E service, PG&E shall notify the CHEEF within 10 days of service termination, unless the CPUC, in consultation with the CHEEF, determines that a later date is sufficient. In the case of involuntary service termination not associated with non-payment provided in Rule 11, PG&E shall keep OBR charges on the Bill unless it is determined that the customer will close its account for all service at the site. On and after such notification, PG&E will have no further responsibility for collecting and remitting OBR Charges unless the responsibility to pay such OBR Charges is assumed by a subsequent Customer at the Premises, pursuant to Section TRANSFERABILITY OF OBLIGATION TO PAY OBR CHARGES, below. (N)

6. Partial Payment: PG&E's billing system applies partial payment to the components of the bill using pro rate distribution. In instances of customers making partial payments, the partial payment will be applied to the disconnectable charges, including the OBR Charge, where OBR is a disconnectable charge, and utility and other non-OBR charges in proportion to the amount owed for each. Payments will be applied to the past due OBR Charges prior to current charges. Non-payment of non-residential OBR Charges subject the Customer's account to service disconnection. Residential service is not subject to disconnection.

 A Customer's failure to pay any of the components of the Bill (other than for master-metered residential properties) will subject the Customer to service termination as set forth in Rule 11, Discontinuance and Restoration of Service.

7. Termination of Utility Service for Non Payment of OBR Charges: Unless otherwise prohibited by law, non-payment of OBR Charges by Customers other than those who reside in a residential or multi-family Premise, shall subject Customers to PG&E service disconnection, consistent with the provisions of Rule 11, Discontinuance and Restoration of Service, on the same terms and conditions under which Utility will disconnect the Customer for failure to pay Utility Charges. PG&E will reconnect service for a CPUC-authorized service fee when the criteria for reconnection, as specified in Rule 11, have been met and delinquent OBR Charges and Utility Charges have been paid. In order to be eligible to be reconnected, Customer must only pay delinquent OBR Charges and not any accelerated balance of the Loan or Lease. Upon remedy of delinquent OBR Charges, Customers that have been terminated will also be required to meet the criteria of Rule 6, Establishment and Reestablishment of Credit.

8. PG&E shall provide the CHEEF at the request of the CPUC, in consultation with the CHEEF, accurate and timely data on customer-specific collection events that PG&E initiates in keeping with Rule 11 and procedures cited above.

9. Per the CHEEF's request, PG&E shall issue non-residential Customers with past due OBR charges a notice specific to OBR Customers reminding them of the liability of disconnection and a possible timeline for it, in coordination with the processes and protocols PG&E has in place for past-due notification. (N)

(Continued)

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**ELECTRIC SCHEDULE E-OBR
 ON-BILL REPAYMENT (OBR) PILOTS**

Sheet 5

BILLING AND
 PAYMENT OF
 OBR CHARGES:
 (cont'd.)

- 10. Declaration of Event of Default Under Loan or Lease Agreement: If the Participating FI elects to declare an event of default under the Loan or Lease Agreement it may demand immediate repayment of the entire principal and interest amounts outstanding (acceleration of loan repayment). If the FI chooses to accelerate the loan repayment, the FI must instruct the CHEEF to request PG&E remove all OBR Charges from the Bill. No accelerated loan repayments shall be eligible to be serviced as an OBR Charge. The Participating FI shall be fully responsible for collecting all further amounts due under the Loan or Lease Agreement from the Customer. (N)
- 11. Customer Bankruptcy: If a Customer files a petition for bankruptcy protection under the United States Bankruptcy Code, PG&E, upon notice, shall remove all OBR Charges from the Bill. If PG&E service was disconnected due to non-payment of Utility Charges or Loan Charges, service shall be reconnected if required to comply with Bankruptcy Law provided the Customer complies with Rule 6. The Participating FI shall be fully responsible for collecting all further amounts due under the Loan or Lease Agreement from the Customer.
- 12. Security Deposit: If Customer has or is required to provide a security deposit to establish or re-establish credit with Utility in order to connect or reconnect service, the OBR Charges will not be included in the calculation of the security deposit pursuant to Rule 6. The Security Deposit and interest earned on the deposit, if any, will not apply to delinquent or current Loan or Lease Charges and Participating Lender or Lessor will have no claim on or interest in the Security Deposit and interest earned on the deposit, if any.
- 13. Prepayment of OBR Charges: PG&E is not responsible for collecting, receiving or remitting any amounts to be attributable to prepayment of Customer's Eligible Loan or Lease. If, in accordance with the Loan or Lease Agreement, the Customer elects to pay some or all of the outstanding Eligible Loan or Lease balance independent of the OBR Charge, the Customer is expected to send such payment directly to the Participating FI, rather than to PG&E. PG&E is not authorized to keep funds a customer intended to pre-pay all or a substantial portion of the Loan or Lease balance.
- 14. Bill Impacts: OBR Charges may increase the amount of the Bill. OBR Charges may or may not be offset in whole or in part by a reduction in Customer's energy usage resulting from the installation of Qualified Measures and Customer shall not be entitled to claim any reduction in OBR Charges based on the extent to which Qualified Measures achieve their anticipated benefits. OBR Charges must be paid by Customer whether or not the Qualified Measures result in a reduction in Customer's energy usage or Bill savings. PG&E disclaims any warranty including warranty of merchantability or fitness for a particular purpose regarding any Qualified Measures.
- 15. Loan Disclosures: Nothing in this Rate Schedule shall relieve Participating FIs from any obligation by law to make disclosures or to provide periodic statements or other information to Customers with respect to Eligible Loans and Leases. PG&E assumes no responsibility with respect to such disclosures and reporting by virtue of providing OBR services pursuant to this Rate Schedule. (N)

(Continued)

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**ELECTRIC SCHEDULE E-OBR
 ON-BILL REPAYMENT (OBR) PILOTS**

Sheet 7

BILLING
 INQUIRIES OR
 DISPUTES:
 (cont'd.)

3. Where the Customer disputes its obligations to pay an OBR Charge, the dispute shall be resolved between the Customer and the Participating FI and PG&E shall not be a party to the dispute. PG&E will continue to include the OBR Charge on the Bill pending dispute resolution unless otherwise instructed by the CHEEF or court of competent jurisdiction as set forth in Section BILLING AND PAYMENT OF OBR CHARGES, paragraph 2, above. Where the customer disputes its obligation to pay non-OBR charges, and impounds any disputed amount with the Commission in accordance with Rule 10, customer payments for OBR charges will be allocated to the non-disputed charges including the OBR charges consistent with the payment process used for current payments. (N)
4. Customers with an OBR repayment dispute shall resolve it directly with PG&E or Participating FI. If a Customer subsequently contacts the CHEEF regarding the Utility billing service, the Customer will be referred to the CPUC's Consumer Affairs Branch (CAB) for assistance through its dispute resolution process. Disputes with the Participating FI regarding any terms of the Eligible Loan or Lease must be resolved directly with the Participating FI and cannot be resolved by CAB.

LIABILITY IN
 CONNECTION
 WITH OBR
 CHARGES AND
 CONDUCT BY
 PARTICIPATING
 LENDERS,
 LESSORS,
 CONTRACTORS,
 AND SERVICE
 PROVIDERS:

PG&E or its agents shall not be liable to Customer for any damages caused by Participating FI's failure to perform any commitment to the Customer or misrepresentation to the Customer. The amount of the OBR Charges shall be provided to PG&E by the CHEEF. PG&E shall not be liable to Customer if the amount of such charges is inaccurate in any way or contains charges that are in violation of the Loan or Lease Agreement or any state or federal laws. The Participating FI is not PG&E's agent for any purpose by virtue of the OBR billing procedures set forth in this Rate Schedule. PG&E shall not be liable to the Customer for any damages resulting from any acts, omissions, or representations made by a Participating FI or a contractor or service provider in connection with soliciting Customers for Qualified Measures or for the Eligible Loan or Lease. (N)

(Continued)



ELECTRIC SAMPLE FORM 79-1157 Sheet 1
AUTHORIZATION TO ADD LOAN CHARGES TO UTILITY BILL (Non-Residential)

Please Refer to Attached
Sample Form

Advice Letter No: 4338-E-A
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Resolution No. E-4680

AUTHORIZATION TO ADD LOAN CHARGES TO UTILITY BILL (Non-Residential)

You have applied for, or have been given, a lease or loan to finance improvements to your building under the On-Bill Repayment (OBR) Pilots, approved by the California Public Utilities Commission. The loan or lease is being made by the financial institution described below. By signing this Authorization, you consent to allow PG&E to include monthly loan or lease repayment charges in your monthly utility bill, pursuant to PG&E's Gas and Electric Schedule OBR, and you agree to pay those charges, on the terms described below.

Please note that this Authorization contains summary information about the OBR Pilots. Before you sign this document, you should first review the more detailed program rules regarding the OBR Pilots, developed by the California Alternative Energy and Advanced Transportation Financing Authority (CAEATFA), and the Gas or Electric Schedule OBR.

In this document:

"Loan or Lease Charges" means any and all principal, interest and other charges and fees payable by you in connection with your loan or lease, as determined by your Financial Institution, including fees for late or deficient payments.

"Financial Institution" means the lender or lessor shown in the Account Information section below.

"Service Address(es)" means the property or properties serviced by PG&E as shown in the Account Information section below.

"You" means you, the customer(s) signing this authorization.

"Work" means the installation of Qualified Measures at your Service Address.

1. **Authorization to Bill Loan Charges.** You authorize PG&E to include Loan or Lease Charges in your PG&E bills for the Service Address(es) until further notice. The Financial Institution will determine the amount of the Loan or Lease Charge that is to be included in each bill, and PG&E will include that amount in your utility bill. PG&E does not verify the Loan or Lease Charges and other information provided by the Financial Institution. The Loan or Lease Charges may increase or decrease from month to month based on the terms of the loan or lease, the inclusion of late charges and interest, in accordance with the loan or lease terms, and variations in the periods of time covered by each PG&E billing cycle.
2. **Payment.** You agree to pay the Loan or Lease Charges along with the other charges in your utility bill by the due date for payment of the utility bill. All payments should be made to PG&E. PG&E will forward your Loan or Lease Charge payments to the Financial Institution. If a funding account for the PG&E payment is a credit card or checking account, PG&E will not forward your payment to the Financial Institution unless that account has sufficient available credit to pay the full amount of the energy charges and the Loan or Lease Charges.
3. **Partial Payments.** If you pay less than the total amount of your utility bill (including Loan or Lease Charges), the amount you pay will be allocated to disconnectable charges, including OBR Charges¹ and utility and other non-OBR charges, consistent with existing Tariffs. Non-payment of OBR charges will subject your account to service disconnection; payments will be applied to past due OBR Charges prior to current charges.

A Customer's failure to pay any of the components (other than for master-metered residential properties) will subject the Customer to service termination as set forth in Gas and Electric Rule 11.

Please note that, if PG&E stops billing you for Loan or Lease Charges before the Loan or Lease is paid in full, you are still responsible for making loan or lease payments directly to the Financial Institution. Late payments may be subject to reporting to credit agencies by the Financial Institution.

4. **Overpayments.** Overpayments will be applied to OBR Charges and to utility and other non-OBR charges in proportion to the amount owed for each currently or in the future. If you want to fully or substantially prepay Loan or Lease Charges, you must send the payment directly to the Financial Institution.

¹ OBR is not a disconnectable charge for participants of the multi-family pilot.

AUTHORIZATION TO ADD LOAN CHARGES TO UTILITY BILL (Non-Residential)

5. **Billing Inquiries and Disputes.** If you have any questions about your Loan or Lease or your Loan or Lease Charges, including any concerns that you may have been incorrectly charged, please contact the Financial Institution at the number shown in the Account Information section below. Any disputes about your Loan or Lease Charges must be resolved between you and the Financial Institution in accordance with your loan or lease documentation and applicable law. PG&E will not be involved in resolving such disputes. Questions about the energy charges on your utility bill should be directed to PG&E at the number shown on the bill.
6. **Transfer of Payment Obligation:** Responsibility to pay OBR Charges may be voluntarily assumed by the subsequent customer of record at the same location. You must first obtain the permission of your Financial Institution to assign your payment obligation to the next customer who occupies the same property where the improvements were installed. If the Financial Institution and subsequent customer agree in writing to assume the charges, the new customer must also sign Gas and Electric Form 79-1157 "Authorization to Add Charges to Utility Bill (Non Residential)."
7. **Service Disconnection for Non-Payment of Loan or Lease Charges (Non-Residential Customers only):** You acknowledge that non-payment of your Loan or Lease charges will result in a disconnection of your utility service consistent with the rules that generally apply to non-payment of your utility bill, until such time that your Loan or Lease payments and your utility charges are made current. Other rules for reconnection of service, including a requirement to post a security deposit, are set forth in Gas and Electric Rule 11.
8. **Jurisdiction.** This Authorization at all times shall be subject to such modifications as the California Public Utilities Commission may direct from time to time in the exercise of its jurisdiction.
9. **Authorization to Release Information.** If you choose to participate in a OBR Pilot, you must also sign one additional form to allow the release of confidential information regarding your utility bill payment history: *Form 79-1095 "Authorization to Receive Customer Information or Act Upon a Customer's Behalf"* to provide the California Hub for Energy Efficiency Financing (CHEEF) and your Financial Institution authorization to access customer billing information and other relevant data. PG&E shall provide the CHEEF at the request of the CPUC or CHEEF accurate and timely data on customer-specific collection events that PG&E initiates in keeping with Rule 11 procedures. PG&E will share only customer-specific data relevant to implement this program.
10. **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 Agreement by Customer; (b) any defects or problems with the Work, or the failure of the Work to deliver any anticipated energy efficiencies; (c) Customer's failure to pay any amount due or claimed by Contractor with respect to the Work; or (d) the wrongful or negligent acts or omissions of any party (including the Contractor) in the conduct or performance of the Work.



AUTHORIZATION TO ADD LOAN CHARGES TO UTILITY BILL (Non-Residential)

ACCOUNT INFORMATION *(Please Print or Type)*

CUSTOMER DETAILS²

Name(s): _____

Address: _____

Account Number³: _____

FINANCIAL INSTITUTION AND LOAN OR LEASE INFORMATION

Name of Financial Institution: _____

Address: _____

Contact telephone number: _____

Loan or Lease Number: _____

Principal Amount of Loan/Lease: _____

Estimated Monthly Payment/Duration: _____

[other identifying information] _____

SERVICE ADDRESSES INCLUDED IN THIS AUTHORIZATION:

- | | | | |
|----|-----------------|-------|--------------------------------|
| 1. | _____ | _____ | _____ |
| | SERVICE ADDRESS | CITY | GAS/ELECTRIC SERVICE AGREEMENT |
| 2. | _____ | _____ | _____ |
| | SERVICE ADDRESS | CITY | GAS/ELECTRIC SERVICE AGREEMENT |
| 3. | _____ | _____ | _____ |
| | SERVICE ADDRESS | CITY | GAS/ELECTRIC SERVICE AGREEMENT |

² If there is more than one customer of record for a Service Address, all customers must complete and sign this form.

³ PG&E Account Number where the OBR Charges will be billed.



AUTHORIZATION TO ADD LOAN CHARGES TO UTILITY BILL (Non-Residential)

By signing below, You hereby authorize PG&E to add Loan or Lease Charges to Your utility bills for the Service Address(es) shown above.

AUTHORIZED CUSTOMER SIGNATURE

Executed this _____ day of _____
MONTH YEAR

TELEPHONE NUMBER

at _____
CITY AND STATE WHERE EXECUTED

ADDITIONAL AUTHORIZED CUSTOMER SIGNATURE

Executed this _____ day of _____
MONTH YEAR

TELEPHONE NUMBER

at _____
CITY AND STATE WHERE EXECUTED

Financial Institution Approval:

Financial Institution confirms that the Account Information shown above accords with its records.

SIGNATURE

TELEPHONE NUMBER

COMPANY

Executed this _____ day of _____
MONTH YEAR



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Sheet 1

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(Continued)

Advice Letter No: 4338-E-A
 Decision No. 13-09-044

Issued by
Steven Malnight
 Senior Vice President
 Regulatory Affairs

Date Filed October 13, 2014
 Effective _____
 Resolution No. E-4680

Attachment 2

**Redline of Changes to Gas Schedule G-OBR,
Electric Schedule E-OBR,
and Gas and Electric Sample Form 79-1157**



GAS SCHEDULE G-OBR
ON-BILL REPAYMENT (OBR) PILOTS

Sheet 1 (N)
 (N)

APPLICABILITY: This Rate Schedule is applicable to gas service to non-residential End-Use Customers, and to residential master-metered multifamily End-Use Customers, who meet the criteria specified in Section CUSTOMER ELIGIBILITY, below, and receive service under a PG&E gas rate Schedule. (N)

The On-Bill Repayment (OBR) Pilots facilitate billing for Eligible Loans or Leases between Customers and Participating Financial Institutions (FIs) on the Customers' Energy Statement (Bill) to finance the purchase or lease and installation of Qualified Measures (as defined in Section DEFINITIONS, below) by Customers at the Customers' Premises.

DEFINITIONS: OBR is available for loans funded and closed by Participating FIs on or before December 31, 2015, or as otherwise directed by the California Public Utilities Commission (CPUC). (N)

The definitions of capitalized terms used in this Rate Schedule are either defined in this Rate Schedule or are defined in Gas Rule 1, Definitions. Unless otherwise stated, all references to "Customer" in this Rate Schedule will refer to PG&E Customers who have elected to participate in OBR.

Affordable Multi-family Building: means a multi-family property with deed restrictions that require the owner to keep rents affordable with income qualifying households occupying at least 50% of units, and the cost of electricity/gas is absorbed in the rental for the individual dwelling unit, there is no separate identifiable charge by such customer to the tenants for electricity/gas, and the rent does not vary with electric/gas consumption.

California Hub for Energy Efficiency Financing (CHEEF): a central enabling entity through which energy users, financial institutions, energy efficiency providers and Participating Utilities can participate in a pilot to help finance the installation of Qualified Measures. The CHEEF may act through agents or third-party service providers.

Eligible Lease: A lease from a Participating Lessor to a Customer for lease of one or more Qualified Measures that satisfy the requirements for participation in OBR in the OBR Rules.

Eligible Loan: A loan from a Participating Lender to a Customer for one or more Qualified Measures that satisfy the requirements for participation in OBR in the OBR Rules.

Lease Agreement: An agreement between Customer and Participating Lessor to rent or lease one or more Qualified Measures to be installed at the Customer's Premise and recover the Loan-Lease Charges through On-Bill Repayment.

Lease Charge(s): Amounts due during a billing period from a Customer to a Participating Lessor for an Eligible Lease, including any late fees, late payments, or any other fees as calculated by the Participating Lessor pursuant to the Lease Agreement.

Loan Agreement: An agreement between a Customer and a Participating Lender to finance Customer's purchase and installation of Qualified Measures at Customer's Premise and recover the Loan Charges through On-Bill Repayment. (N)

(Continued)



GAS SCHEDULE G-OBR
ON-BILL REPAYMENT (OBR) PILOTS

Sheet 2

DEFINITIONS: (cont'd.)

Loan Charge(s): Amounts due during a billing period from a Customer to a Participating Lender for an Eligible Loan, including any interest, late fees, late payments, and any other fees as calculated by the Participating Lender pursuant to the Loan Agreement. (N)

On-Bill Repayment: A process whereby OBR Charges, are included in a Customer's Bill, paid concurrently with the Utility Charges and forwarded to the Participating FI.

OBR Charge: A Loan Charge and/or Lease Charge relating to work performed at the Customer Premise associated with the Customer's account and included on a Customers' Bill pursuant to the Loan or Lease Agreement.

OBR Rules: Rules and requirements for participation in OBR established by the CHEEF.

Participating FI: A financial institution approved for participation in OBR by the CHEEF, which may be either a Participating Lender or Participating Lessor, as the case requires.

Participating Lender: A lender approved for participation in OBR by the CHEEF. Participating Lenders must be approved by the CHEEF pursuant to the standards in the OBR Rules, as may be modified from time to time, and must sign all agreements required by the OBR Rules.

Participating Lessor: A lessor selected for participation in OBR by the CHEEF. Participating Lessors must be selected by the CHEEF pursuant to its competitive procurement process and agree to comply with standards and regulations in the OBR Rules, as may be modified from time to time, and must sign all agreements required by the OBR Rules.

Participating Utility: Pacific Gas and Electric Company, Southern California Edison Company, San Diego Gas & Electric Company, and/or Southern California Gas Company.

Qualified Measures: Energy Efficiency measures included in the program implementation plans for OBR and approved by the CPUC for Customers to install at the location associated with the same account to which the OBR Charges will be billed. Which measures that qualify as Qualified Measures is are subject to CPUC approval, and may change from time to time. Distributed generation and demand response measures are also qualified per individual pilot rules.

Utility Charges: Charges rendered by PG&E for electric and/or gas service, deposits, and related charges approved by the CPUC. OBR Charges are not Utility Charges.

TERRITORY: The OBR Pilots are available throughout PG&E's gas service area, subject to the availability of Participating FIs.

RATES: All charges and provisions of the Customer's otherwise applicable rate schedule shall continue to apply. Each OBR Charge will appear as a separate line item (or multiple line items) on the Bill, as determined by the CPUC in consultation with the CHEEF. (N)

(Continued)



**GAS SCHEDULE G-OBR
 ON-BILL REPAYMENT (OBR) PILOTS**

Sheet 3

**CUSTOMER
 ELIGIBILITY:**

1. Customer must have an Eligible Loan or Lease with a Participating FI and authorize PG&E to include the OBR Charge on the Bill. (N)
2. Customers must be current on their Utility charges and OBR Charges at the time the OBR Charge is first added to the Bill (i.e., not in default or in arrears).
3. Owners of Affordable Multi-family Buildings where the electric and/or gas services are either entirely or primarily master-metered, and do not live on the Premises are eligible to participate in OBR.
4. Customer must purchase or lease and install Qualified Measures funded through the Eligible Loan or Lease at the Premise associated with the PG&E Service Account.
5. If Qualified Measures are primarily installed to reduce natural gas usage, Customer must be a gas transportation customer of PG&E for the Premise where the Qualified Measures are installed.

**BILLING AND
 PAYMENT OF
 OBR CHARGES:**

1. PG&E is authorized to include OBR Charge on a Bill until the Eligible Loan or Lease is fully repaid and discharged unless otherwise instructed by the CHEEF or as provided herein. Upon Customer's authorization, PG&E will include the OBR Charge as a line item or items on the Customer's Bill as calculated and transmitted by the Participating FI and communicated to PG&E by the CHEEF. PG&E may rely on instructions received from the CHEEF and its agents and is not required to verify the amount of the OBR Charge or undertake any other verification or inquiry with respect to the transactions giving rise to the OBR Charge. OBR Charges may vary from month to month based on the Eligible Loan or Lease terms.
2. PG&E will include or remove OBR Charges on the Bill only pursuant to instructions from the CHEEF or as otherwise required by law. Participating FIs shall inform the CHEEF if the Customer has initiated a dispute resolution process under the terms of the Eligible Loan or Lease. The CHEEF may instruct PG&E to remove OBR Charges from the Bill pending the resolution of any dispute between a Customer and Participating FI. If PG&E receives instructions from the CHEEF, or other court of competent jurisdiction, to remove OBR Charges, PG&E will remove such charges from the Bill no later than the second billing cycle after such instructions are received. All collection and enforcement action with respect to an Eligible Loan or Lease shall be and remain the responsibility of the Participating FI.
3. In the event a Customer uses OBR to install Qualified Measures consisting of both gas and electric measures pursuant to the terms of an Eligible Loan or Lease, and is a Customer of more than one Participating Utility, then the OBR Charges attributable to such Eligible Loan or Lease will be placed on the Bill of the Participating Utility ~~for which the greatest savings are expected to accrue in proportion to the amount of the Eligible Loan or Lease attributable to the service provided by each Participating Utility~~, as determined by the Participating Utilities.
4. Customer shall pay OBR Charge along with all other charges on the Bill in accordance with the payment terms applicable to the Bill. All payments shall be made to PG&E. PG&E will forward the OBR Charge payments received to the CHEEF. (N)

(Continued)



**GAS SCHEDULE G-OBR
 ON-BILL REPAYMENT (OBR) PILOTS**

Sheet 4

BILLING AND
 PAYMENT OF
 OBR CHARGES:
 (cont'd.)

5. If PG&E does not issue Customer a Bill because of either voluntary or involuntary termination of PG&E service, PG&E shall notify the CEEF within 30-10 days of service termination, unless the CPUC, in consultation with the CEEF, determines that a later date is sufficient. In the case of involuntary service termination not associated with non-payment provided in Rule 11, PG&E shall keep OBR charges on the Bill unless it is determined that the customer will close its account for all service at the site. On and after such notification, PG&E will have no further responsibility for collecting and remitting OBR Charges unless the responsibility to pay such OBR Charges is assumed by a subsequent Customer at the Premises, pursuant to Section TRANSFERABILITY OF OBLIGATION TO PAY OBR CHARGES, below. (N)
6. Partial Payment: PG&E's billing system applies partial payment to the components of the bill using a pro rata distribution in accordance with existing Rules. In instances of customers making partial payments, the partial payment will be applied to the disconnectable charges, including the OBR Charge, where OBR is a disconnectable charge, and utility and other non-OBR charges in proportion to the amount owed for each. Payments will be applied to the past due OBR Charges prior to current charges. Non-payment of non-residential OBR Charges subject the Customer's account to service disconnection. ~~Payments will be applied to past due OBR Charges prior to current charges.~~ Residential service is not subject to disconnection.
- ~~If a Customer makes only partial payment on a Bill, the partial payment will be applied to the following components of the Bill according to the priority of these components:~~
- ~~a) Utility charges, which include PG&E service and credit establishment charges~~
 - ~~b) Energy related charges, which include charges based on energy consumption and rate schedules.~~
 - ~~c) Other applicable products and services charges, which include all other services billed by PG&E, such as OBR charges.~~
- A Customer's failure to pay any of the components of the Bill (other than for master-metered residential properties) will subject the Customer to service termination as set forth in Rule 9 Rendering and Payment of Bills 11 Discontinuance and Restoration of Service.
7. Termination of Utility Service for Non Payment of OBR Charges: Unless otherwise prohibited by law, non-payment of OBR Charges by Customers other than those who reside in a residential or multi-family Premise, shall subject Customers to PG&E service disconnection, consistent with the provisions of Rule 11, Discontinuance and Restoration of Service, on the same terms and conditions under which Utility will disconnect the Customer for failure to pay Utility Charges. PG&E will reconnect service for a CPUC-authorized service fee when the criteria for reconnection, as specified in Rule 11, have been met and delinquent OBR Charges and Utility Charges have been paid. In order to be eligible to be reconnected, Customer must only pay delinquent OBR Charges and not any accelerated balance of the Loan or Lease. Upon remedy of delinquent OBR Charges, Customers that have been terminated will also be required to meet the criteria of Rule 6, Establishment and Reestablishment of Credit. (N)
8. PG&E shall provide the CEEF at the request of the CPUC, in consultation with

(Continued)



**GAS SCHEDULE G-OBR
ON-BILL REPAYMENT (OBR) PILOTS**

Sheet 4

the CHEEF, accurate and timely data on customer-specific collection events that PG&E initiates in keeping with Rule 11 and procedures cited above.

9. Per the CHEEF's request, PG&E shall issue non-residential Customers with past due OBR charges a notice specific to OBR Customers reminding them of the liability of disconnection and a possible timeline for it, in coordination with the processes and protocols PG&E has in place for past-due notification.

810. Declaration of Event of Default Under Loan or Lease Agreement: If the Participating FI elects to declare an event of default under the Loan or Lease Agreement it may demand immediate repayment of the entire principal and interest amounts outstanding (acceleration of loan repayment). If the FI chooses to accelerate the loan repayment, the FI must instruct the CHEEF to request PG&E remove all OBR Charges from the Bill. No accelerated loan repayments shall be eligible to be serviced as an OBR Charge. The Participating FI shall be fully responsible for collecting all further amounts due under the Loan or Lease Agreement from the Customer.

(Continued)

Advice Letter No: 3443-G
Decision No. 13-09-044

Issued by
Brian K. Cherry
Vice President
Regulation and Rates

Date Filed December 30, 2013
Effective _____
Resolution No. _____



**GAS SCHEDULE G-OBR
 ON-BILL REPAYMENT (OBR) PILOTS**

Sheet 5

BILLING AND
 PAYMENT OF
 OBR CHARGES:
 (cont'd.)

- 911. Customer Bankruptcy: If a Customer files a petition for bankruptcy protection under the United States Bankruptcy Code, PG&E, upon notice, shall remove all OBR Charges from the Bill. If PG&E service was disconnected due to non-payment of Utility Charges or Loan Charges, service shall be reconnected if required to comply with Bankruptcy Law provided the Customer complies with Rule 6. The Participating FI shall be fully responsible for collecting all further amounts due under the Loan or Lease Agreement from the Customer. (N)
- 4012. Security Deposit: If Customer has or is required to provide a security deposit to establish or re-establish credit with Utility in order to connect or reconnect service, the OBR Charges will not be included in the calculation of the security deposit pursuant to Rule 6. The Security Deposit and interest earned on the deposit, if any, will not apply to delinquent or current Loan or Lease Charges and Participating Lender or Lessor will have no claim on or interest in the Security Deposit and interest earned on the deposit, if any.
- 4413. Prepayment of OBR Charges: PG&E is not responsible for collecting, receiving or remitting any amounts to be attributable to prepayment of Customer's Eligible Loan or Lease. If, in accordance with the Loan or Lease Agreement, the Customer elects to pay some or all of the outstanding Eligible Loan or Lease balance independent of the OBR Charge, the Customer ~~must be expected to~~ send such payment directly to the Participating FI, rather than to PG&E. ~~Any Prepayments paid directly to PG&E may, at PG&E's sole discretion, be applied proportionally to subsequent Utility Charges and OBR Charges and PG&E shall have no obligation to credit such prepayments exclusively to subsequent OBR Charges. PG&E is not authorized to keep funds a customer intended to pre-pay all or a substantial portion of the Loan or Lease balance.~~
- 4214. Bill Impacts: OBR Charges may increase the amount of the Bill. OBR Charges may or may not be offset in whole or in part by a reduction in Customer's energy usage resulting from the installation of Qualified Measures and Customer shall not be entitled to claim any reduction in OBR Charges based on the extent to which Qualified Measures achieve their anticipated benefits. OBR Charges must be paid by Customer whether or not the Qualified Measures result in a reduction in Customer's energy usage or Bill savings. PG&E disclaims any warranty including warranty of merchantability or fitness for a particular purpose regarding any Qualified Measures.
- 4315. Loan Disclosures: Nothing in this Rate Schedule shall relieve Participating FIs from any obligation by law to make disclosures or to provide periodic statements or other information to Customers with respect to Eligible Loans and Leases. PG&E assumes no responsibility with respect to such disclosures and reporting by virtue of providing OBR services pursuant to this Rate Schedule.
- 4416. Payment Arrangements: PG&E ~~will not be able to~~ may extend payment arrangements as defined by Rule 11 to Customers with OBR Charges on their Bills, according to the specific directions provided by the master servicer on behalf of the CHEEF in consultation with the CPUC. Such payment arrangements will be according to agreements directly between the Financial Institution and customer, and will not include involvement by the utility provider.

REQUIRED
 AGREEMENTS:

- 1. Loan or Lease Agreement: Customers participating in an OBR Pilot must execute a Loan or Lease Agreement with a Participating FI which specifies the repayment obligations in accordance with the OBR Rules and any other associated agreements required by the FI. (N)

(Continued)



**GAS SCHEDULE G-OBR
 ON-BILL REPAYMENT (OBR) PILOTS**

Sheet 7

LIABILITY IN CONNECTION WITH OBR CHARGES AND CONDUCT BY PARTICIPATING LENDERS, LESSORS, CONTRACTORS, AND SERVICE PROVIDERS:	PG&E or its agents shall not be liable to Customer for any damages caused by Participating FI's failure to perform any commitment to the Customer or misrepresentation to the Customer. The amount of the OBR Charges shall be provided to PG&E by the CHEEF. PG&E shall not be liable to Customer if the amount of such charges is inaccurate in any way or contains charges that are in violation of the Loan or Lease Agreement or any state or federal laws. The Participating FI is not PG&E's agent for any purpose by virtue of the OBR billing procedures set forth in this Rate Schedule. PG&E shall not be liable to the Customer for any damages resulting from any acts, omissions, or representations made by a Participating FI or a contractor or service provider in connection with soliciting Customers for Qualified Measures or for the Eligible Loan or Lease.	(N) (N)
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(Continued)

Advice Letter No: 3443-G
 Decision No. 13-09-044

Issued by
Brian K. Cherry
 Vice President
 Regulation and Rates

Date Filed December 30, 2013
 Effective _____
 Resolution No. _____



ELECTRIC SCHEDULE E-OBR
ON-BILL REPAYMENT (OBR) PILOTS

Sheet 1 (N)
 (N)

APPLICABILITY: This Rate Schedule is applicable to electric service to non-residential Customers, and to residential master-metered multifamily Customers who meet the eligibility criteria specified in Section CUSTOMER ELIGIBILITY, below, and receive service under a PG&E electric rate Schedule. (N)

The On-Bill Repayment (OBR) Pilots facilitate billing for Eligible Loans or Leases between Customers and Participating Financial Institutions (FIs) on the Customers' Energy Statement (Bill) to finance the purchase or lease and installation of Qualified Measures (as defined in Section DEFINITIONS, below) by Customers at the Customers' Premises.

DEFINITIONS: OBR is available for loans funded and closed by Participating FIs on or before December 31, 2015, or as otherwise directed by the California Public Utilities Commission (CPUC).

The definitions of capitalized terms used in this Rate Schedule are either defined in this Rate Schedule or are defined in Gas Rule 1, Definitions. Unless otherwise stated, all references to "Customer" in this Rate Schedule will refer to PG&E Customers who have elected to participate in OBR.

Affordable Multi-family Building: means a multi-family property with deed restrictions that require the owner to keep rents affordable with income qualifying households occupying at least 50% of units, and the cost of electricity/gas is absorbed in the rental for the individual dwelling unit, there is no separate identifiable charge by such customer to the tenants for electricity/gas, and the rent does not vary with electric/gas consumption.

California Hub for Energy Efficiency Financing (CHEEF): a central enabling entity through which energy users, financial institutions, energy efficiency providers and Participating Utilities can participate in a pilot to help finance the installation of Qualified Measures. The CHEEF may act through agents or third-party service providers.

Eligible Lease: A lease from a Participating Lessor to a Customer for lease of one or more Qualified Measures that satisfy the requirements for participation in OBR in the OBR Rules.

Eligible Loan: A loan from a Participating Lender to a Customer for one or more Qualified Measures that satisfy the requirements for participation in OBR in the OBR Rules.

Lease Agreement: An agreement between Customer and Participating Lessor to rent or lease one or more Qualified Measures to be installed at the Customer's Premise and recover the ~~Loan~~Lease Charges through On-Bill Repayment.

Lease Charge(s): Amounts due during a billing period from a Customer to a Participating Lessor for an Eligible Lease, including any late fees, late payments, or any other fees as calculated by the Participating Lessor pursuant to the Lease Agreement.

Loan Agreement: An agreement between a Customer and a Participating Lender to finance Customer's purchase and installation of Qualified Measures at Customer's Premise and recover the Loan Charges through On-Bill Repayment. (N)

(Continued)



**ELECTRIC SCHEDULE E-OBR
 ON-BILL REPAYMENT (OBR) PILOTS**

Sheet 2

DEFINITIONS:
 (cont'd.)

Loan Charge(s): Amounts due during a billing period from a Customer to a Participating Lender for an Eligible Loan, including any interest, late fees, late payments, and any other fees as calculated by the Participating Lender pursuant to the Loan Agreement.

(N)

On-Bill Repayment: A process whereby OBR Charges, are included in a Customer's Bill, paid concurrently with the Utility Charges and forwarded to the Participating FI.

OBR Charge: A Loan Charge and/or Lease Charge relating to work performed at the Customer Premise associated with the Customer's account and included on a Customers' Bill pursuant to the Loan or Lease Agreement.

OBR Rules: Rules and requirements for participation in OBR established by the CHEEF.

Participating FI: A financial institution approved for participation in OBR by the CHEEF, which may be either a Participating Lender or Participating Lessor, as the case requires.

Participating Lender: A lender approved for participation in OBR by the CHEEF. Participating Lenders must be approved by the CHEEF pursuant to the standards in the OBR Rules, as may be modified from time to time, and must sign all agreements required by the OBR Rules.

Participating Lessor: A lessor selected for participation in OBR by the CHEEF. Participating Lessors must be selected by the CHEEF pursuant to its competitive procurement process and agree to comply with standards and regulations in the OBR Rules, as may be modified from time to time, and must sign all agreements required by the OBR Rules.

Participating Utility: Pacific Gas and Electric Company, Southern California Edison Company, San Diego Gas & Electric Company, and/or Southern California Gas Company.

Qualified Measures: Energy Efficiency mMeasures included in the program implementation plans for OBR and approved by the CPUC for Customers to install at the location associated with the same account to which the OBR Charges will be billed. Which mMeasures that qualify as Qualified Measures is are subject to CPUC approval, and may change from time to time. Distributed generation and demand response measures are also qualified per individual pilot rules.

Utility Charges: Charges rendered by PG&E for electric and/or gas service, deposits, and related charges approved by the CPUC. OBR Charges are not Utility Charges.

TERRITORY:

The OBR Pilots are available throughout PG&E's electric service area, subject to the availability of Participating FIs.

RATES:

All charges and provisions of the Customer's otherwise applicable rate schedule shall continue to apply. Each OBR Charge will appear as a separate line item (or multiple line items) on the Bill, as determined by the CPUC in consultation with the CHEEF.

(N)

(Continued)



**ELECTRIC SCHEDULE E-OBR
 ON-BILL REPAYMENT (OBR) PILOTS**

Sheet 3

**CUSTOMER
 ELIGIBILITY:**

1. Customer must have an Eligible Loan or Lease with a Participating FI and authorize PG&E to include the OBR Charge on the Bill. (N)
2. Customers must be current on their Utility charges and OBR Charges at the time the OBR Charge is first added to the Bill (i.e., not in default or in arrears).
3. Owners of Affordable Multi-family Buildings where the electric and/or gas services are either entirely or primarily master-metered, and do not live on the Premises are eligible to participate in OBR.
4. Customer must purchase or lease and install Qualified Measures funded through the Eligible Loan or Lease at the Premise associated with the PG&E Service Account.
5. If Qualified Measures are primarily installed to reduce electric usage, Customer must be an electric distribution customer of PG&E for the Premises where the Qualified Measures are installed.

**BILLING AND
 PAYMENT OF
 OBR CHARGES:**

1. PG&E is authorized to include OBR Charge on a Bill until the Eligible Loan or Lease is fully repaid and discharged unless otherwise instructed by the CHEEF or as provided herein. Upon Customer's authorization, PG&E will include the OBR Charge as a line item or items on the Customer's Bill as calculated and transmitted by the Participating FI and communicated to PG&E by the CHEEF. PG&E may rely on instructions received from the CHEEF and its agents and is not required to verify the amount of the OBR Charge or undertake any other verification or inquiry with respect to the transactions giving rise to the OBR Charge. OBR Charges may vary from month to month based on the Eligible Loan or Lease terms.
2. PG&E will include or remove OBR Charges on the Bill only pursuant to instructions from the CHEEF or as otherwise required by law. Participating FIs shall inform the CHEEF if the Customer has initiated a dispute resolution process under the terms of the Eligible Loan or Lease. The CHEEF may instruct PG&E to remove OBR Charges from the Bill pending the resolution of any dispute between a Customer and Participating FI. If PG&E receives instructions from the CHEEF, or other court of competent jurisdiction, to remove OBR Charges, PG&E will remove such charges from the Bill no later than the second billing cycle after such instructions are received. All collection and enforcement action with respect to an Eligible Loan or Lease shall be and remain the responsibility of the Participating FI.
3. In the event a Customer uses OBR to install Qualified Measures consisting of both gas and electric measures pursuant to the terms of an Eligible Loan or Lease, and is a Customer of more than one Participating Utility, then the OBR Charges attributable to such Eligible Loan or Lease will be placed on the Bill of the Participating Utility for which the greatest savings are expected to accrue in proportion to the amount of the Eligible Loan or Lease attributable to the service provided by each Participating Utility, as determined by the Participating Utilities.
4. Customer shall pay OBR Charge along with all other charges on the Bill in accordance with the payment terms applicable to the Bill. All payments shall be made to PG&E. PG&E will forward the OBR Charge payments received to the CHEEF. (N)

(Continued)



**ELECTRIC SCHEDULE E-OBR
 ON-BILL REPAYMENT (OBR) PILOTS**

Sheet 4

BILLING AND
 PAYMENT OF
 OBR CHARGES:
 (cont'd.)

5. If PG&E does not issue Customer a Bill because of either voluntary or involuntary termination of PG&E service, PG&E shall notify the CEEF within 30-10 days of service termination, unless the CPUC, in consultation with the CEEF, determines that a later date is sufficient. In the case of involuntary service termination not associated with non-payment provided in Rule 11, PG&E shall keep OBR charges on the Bill unless it is determined that the customer will close its account for all service at the site. On and after such notification, PG&E will have no further responsibility for collecting and remitting OBR Charges unless the responsibility to pay such OBR Charges is assumed by a subsequent Customer at the Premises, pursuant to Section TRANSFERABILITY OF OBLIGATION TO PAY OBR CHARGES, below. (N)
6. Partial Payment: PG&E's billing system applies partial payment to the components of the bill using a pro rata distribution in accordance with existing Rules. In instances of customers making partial payments, the partial payment will be applied to the disconnectable charges, including the OBR Charge, where OBR is a disconnectable charge, and utility and other non-OBR charges in proportion to the amount owed for each. Payments will be applied to the past due OBR Charges prior to current charges. Non-payment of non-residential OBR Charges subject the Customer's account to service disconnection. ~~Payments will be applied to past due OBR Charges prior to current charges.~~ Residential service is not subject to disconnection.
- ~~If a Customer makes only partial payment on a Bill, the partial payment will be applied to the following components of the Bill according to the priority of these components:~~
- ~~a) Utility charges, which include PG&E service and credit establishment charges~~
 - ~~b) Energy related charges, which include charges based on energy consumption and rate schedules.~~
 - ~~c) Other applicable products and services charges, which include all other services billed by PG&E, such as OBR charges.~~
- A Customer's failure to pay any of the components of the Bill (other than for master-metered residential properties) will subject the Customer to service termination as set forth in Rule 9 Rendering and Payment of Bills 11, Discontinuance and Restoration of Service.
7. Termination of Utility Service for Non Payment of OBR Charges: Unless otherwise prohibited by law, non-payment of OBR Charges by Customers other than those who reside in a residential or multi-family Premise, shall subject Customers to PG&E service disconnection, consistent with the provisions of Rule 11, Discontinuance and Restoration of Service, on the same terms and conditions under which Utility will disconnect the Customer for failure to pay Utility Charges. PG&E will reconnect service for a CPUC-authorized service fee when the criteria for reconnection, as specified in Rule 11, have been met and delinquent OBR Charges and Utility Charges have been paid. In order to be eligible to be reconnected, Customer must only pay delinquent OBR Charges and not any accelerated balance of the Loan or Lease. Upon remedy of delinquent OBR Charges, Customers that have been terminated will also be required to meet the criteria of Rule 6, Establishment and Reestablishment of Credit. (N)

8. PG&E shall provide the CEEF at the request of the CPUC, in consultation with

(Continued)



**ELECTRIC SCHEDULE E-OBR
ON-BILL REPAYMENT (OBR) PILOTS**

Sheet 4

the CHEEF, accurate and timely data on customer-specific collection events that PG&E initiates in keeping with Rule 11 and procedures cited above.

9. Per the CHEEF's request, PG&E shall issue non-residential Customers with past due OBR charges a notice specific to OBR Customers reminding them of the liability of disconnection and a possible timeline for it, in coordination with the processes and protocols PG&E has in place for past-due notification.

810. Declaration of Event of Default Under Loan or Lease Agreement: If the Participating FI elects to declare an event of default under the Loan or Lease Agreement it may demand immediate repayment of the entire principal and interest amounts outstanding (acceleration of loan repayment). If the FI chooses to accelerate the loan repayment, the FI must instruct the CHEEF to request PG&E remove all OBR Charges from the Bill. No accelerated loan repayments shall be eligible to be serviced as an OBR Charge. The Participating FI shall be fully responsible for collecting all further amounts due under the Loan or Lease Agreement from the Customer.

(Continued)

Advice Letter No: 4338-E
Decision No. 13-09-044

Issued by
Brian K. Cherry
Vice President
Regulatory Relations

Date Filed December 30, 2013
Effective _____
Resolution No. _____



**ELECTRIC SCHEDULE E-OBR
 ON-BILL REPAYMENT (OBR) PILOTS**

Sheet 5

BILLING AND
 PAYMENT OF
 OBR CHARGES:
 (cont'd.)

- 911. Customer Bankruptcy: If a Customer files a petition for bankruptcy protection under the United States Bankruptcy Code, PG&E, upon notice, shall remove all OBR Charges from the Bill. If PG&E service was disconnected due to non-payment of Utility Charges or Loan Charges, service shall be reconnected if required to comply with Bankruptcy Law provided the Customer complies with Rule 6. The Participating FI shall be fully responsible for collecting all further amounts due under the Loan or Lease Agreement from the Customer. (N)
- 4012. Security Deposit: If Customer has or is required to provide a security deposit to establish or re-establish credit with Utility in order to connect or reconnect service, the OBR Charges will not be included in the calculation of the security deposit pursuant to Rule 6. The Security Deposit and interest earned on the deposit, if any, will not apply to delinquent or current Loan or Lease Charges and Participating Lender or Lessor will have no claim on or interest in the Security Deposit and interest earned on the deposit, if any.
- 4413. Prepayment of OBR Charges: PG&E is not responsible for collecting, receiving or remitting any amounts to be attributable to prepayment of Customer's Eligible Loan or Lease. If, in accordance with the Loan or Lease Agreement, the Customer elects to pay some or all of the outstanding Eligible Loan or Lease balance independent of the OBR Charge, the Customer must be expected to send such payment directly to the Participating FI, rather than to PG&E. Any Prepayments paid directly to PG&E may, at PG&E's sole discretion, be applied proportionally to subsequent Utility Charges and OBR Charges and PG&E shall have no obligation to credit such prepayments exclusively to subsequent OBR Charges. PG&E is not authorized to keep funds a customer intended to pre-pay all or a substantial portion of the Loan or Lease balance.
- 4214. Bill Impacts: OBR Charges may increase the amount of the Bill. OBR Charges may or may not be offset in whole or in part by a reduction in Customer's energy usage resulting from the installation of Qualified Measures and Customer shall not be entitled to claim any reduction in OBR Charges based on the extent to which Qualified Measures achieve their anticipated benefits. OBR Charges must be paid by Customer whether or not the Qualified Measures result in a reduction in Customer's energy usage or Bill savings. PG&E disclaims any warranty including warranty of merchantability or fitness for a particular purpose regarding any Qualified Measures.
- 4315. Loan Disclosures: Nothing in this Rate Schedule shall relieve Participating FIs from any obligation by law to make disclosures or to provide periodic statements or other information to Customers with respect to Eligible Loans and Leases. PG&E assumes no responsibility with respect to such disclosures and reporting by virtue of providing OBR services pursuant to this Rate Schedule.
- 4416. Payment Arrangements: PG&E ~~will not be able to~~ may extend payment arrangements as defined by Rule 11 to Customers with OBR Charges on their Bills, according to the specific directions provided by the master servicer on behalf of the CHEEF in consultation with the CPUC. Such payment arrangements will be according to agreements directly between the Financial Institution and customer, and will not include involvement by the utility provider.
- 1. Loan or Lease Agreement: Customers participating in an OBR Pilot must execute a Loan or Lease Agreement with a Participating FI which specifies the repayment obligations in accordance with the OBR Rules and any other associated agreements required by the FI. (N)

(Continued)



**ELECTRIC SCHEDULE E-OBR
 ON-BILL REPAYMENT (OBR) PILOTS**

Sheet 7

LIABILITY IN CONNECTION WITH OBR CHARGES AND CONDUCT BY PARTICIPATING LENDERS, LESSORS, CONTRACTORS, AND SERVICE PROVIDERS:	PG&E or its agents shall not be liable to Customer for any damages caused by Participating FI's failure to perform any commitment to the Customer or misrepresentation to the Customer. The amount of the OBR Charges shall be provided to PG&E by the CHEEF. PG&E shall not be liable to Customer if the amount of such charges is inaccurate in any way or contains charges that are in violation of the Loan or Lease Agreement or any state or federal laws. The Participating FI is not PG&E's agent for any purpose by virtue of the OBR billing procedures set forth in this Rate Schedule. PG&E shall not be liable to the Customer for any damages resulting from any acts, omissions, or representations made by a Participating FI or a contractor or service provider in connection with soliciting Customers for Qualified Measures or for the Eligible Loan or Lease.	(N) (N)
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(Continued)

Advice Letter No: 4338-E
 Decision No. 13-09-044

Issued by
Brian K. Cherry
 Vice President
 Regulatory Relations

Date Filed December 30, 2013
 Effective _____
 Resolution No. _____

AUTHORIZATION TO ADD LOAN CHARGES TO UTILITY BILL (Non-Residential)

You have applied for, or have been given, a lease or loan to finance improvements to your building under the On-Bill Repayment (OBR) Pilots, approved by the California Public Utilities Commission. The loan or lease is being made by the financial institution described below. By signing this Authorization, you consent to allow PG&E to include monthly loan or lease repayment charges in your monthly utility bill, pursuant to PG&E's Gas and Electric Schedule OBR, and you agree to pay those charges, on the terms described below.

Please note that this Authorization contains summary information about the OBR Pilots. Before you sign this document, you should first review the more detailed program rules regarding the OBR Pilots, developed by the California Alternative Energy and Advanced Transportation Financing Authority (CAEATFA), and the Gas or Electric Schedule OBR.

In this document:

"Loan or Lease Charges" means any and all principal, interest and other charges and fees payable by you in connection with your loan or lease, as determined by your Financial Institution, including fees for late or deficient payments.

"Financial Institution" means the lender or lessor shown in the Account Information section below.

"Service Address(es)" means the property or properties serviced by PG&E as shown in the Account Information section below.

"You" means you, the customer(s) signing this authorization.

"Work" means the installation of Qualified Measures at your Service Address.

1. **Authorization to Bill Loan Charges.** You authorize PG&E to include Loan or Lease Charges in your PG&E bills for the Service Address(es) until further notice. The Financial Institution will determine the amount of the Loan or Lease Charge that is to be included in each bill, and PG&E will include that amount in your utility bill. PG&E does not verify the Loan or Lease Charges and other information provided by the Financial Institution. The Loan or Lease Charges may increase or decrease from month to month based on the terms of the loan or lease, the inclusion of late charges and interest, in accordance with the loan or lease terms, and variations in the periods of time covered by each PG&E billing cycle.
2. **Payment.** You agree to pay the Loan or Lease Charges along with the other charges in your utility bill by the due date for payment of the utility bill. All payments should be made to PG&E. PG&E will forward your Loan or Lease Charge payments to the Financial Institution. If a funding account for the PG&E payment is a credit card or checking account, PG&E will not forward your payment to the Financial Institution unless that account has sufficient available credit to pay the full amount of the energy charges and the Loan or Lease Charges. ~~If your funding account closes or is restricted for any reason, all pending payments to the Financial Institution associated with the account will be cancelled and it is your sole responsibility to make all pending and future payments to the Financial Institution.~~
3. **Partial Payments.** If you pay less than the total amount of your utility bill (including Loan or Lease Charges), the amount you pay will be allocated ~~in accordance with existing Rules to disconnectable charges, including OBR Charges¹ and utility and other non-OBR charges, consistent with existing Tariffs.~~ Non-payment of OBR charges will ~~subjects the Customer's~~ your account to service disconnection; ~~payments will be applied to past due OBR Charges prior to current charges.~~

~~If a Customer makes only partial payment on a Bill, the partial payment will be applied to the following components of the bill according to the priority of these components:~~

~~A. — Utility charges, which include utility service and credit establishment charges~~

~~B. — Energy related charges, which include charges based on energy consumption and rate schedules.~~

~~C. — Other applicable products and services charges, which include all other services billed by the Utility such as OBR charges.~~

¹ OBR is not a disconnectable charge for participants of the multi-family pilot.

AUTHORIZATION TO ADD LOAN CHARGES TO UTILITY BILL (Non-Residential)

A Customer's failure to pay any of the components (other than for master-metered residential properties) will subject the Customer to service termination as set forth in Gas and Electric Rule 911.

Please note that, if PG&E stops billing you for Loan or Lease Charges before the Loan or Lease is paid in full, you are still responsible for making loan or lease payments directly to the Financial Institution. Late payments may be subject to reporting to credit agencies by the Financial Institution.

4. **Overpayments.** Overpayments will be applied to OBR Charges and to utility and other non-OBR charges in proportion to the amount owed for each currently or in the future. Overpayments will be applied to the amounts due currently or in the future to PG&E for energy charges and will not be applied to and for the Loan or Lease Charges. If you want to fully or substantially prepay Loan or Lease Charges, you must send the payment directly to the Financial Institution.
5. **Billing Inquiries and Disputes.** If you have any questions about your Loan or Lease or your Loan or Lease Charges, including any concerns that you may have been incorrectly charged, please contact the Financial Institution at the number shown in the Account Information section below. Any disputes about your Loan or Lease Charges must be resolved between you and the Financial Institution in accordance with your loan or lease documentation and applicable law. PG&E will not be involved in resolving such disputes. Questions about the energy charges on your utility bill should be directed to PG&E at the number shown on the bill.
6. **Transfer of Payment Obligation:** Responsibility to pay OBR Charges may be voluntarily assumed by the subsequent customer of record at the same location. You must first obtain the permission of your Financial Institution to assign your payment obligation to the next customer who occupies the same property where the improvements were installed. If the Financial Institution and subsequent customer agree in writing to assume the charges, the new customer must also sign Gas and Electric Sample Form 79-1157 "Authorization to Add Charges to Utility Bill (Non Residential)."
7. **Service Disconnection for Non-Payment of Loan or Lease Charges (Non-Residential Customers only):** You acknowledge that non-payment of your Loan or Lease charges will result in a disconnection of your utility service consistent with the rules that generally apply to non-payment of your utility bill, until such time that your Loan or Lease payments and your utility charges are made current. Other rules for reconnection of service, including a requirement to post a security deposit, are set forth in Gas and Electric Rule 11.
8. **Jurisdiction.** This Authorization at all times shall be subject to such modifications as the California Public Utilities Commission may direct from time to time in the exercise of its jurisdiction.
9. **Authorization to Release Information.** If you choose to participate in a OBR Pilot, you must also sign one additional form to allow the release of confidential information regarding your utility bill payment history: *Form 79-1095 "Authorization to Receive Customer Information or Act Upon a Customer's Behalf"* to provide the California Hub for Energy Efficiency Financing (CHEEF) and your Financial Institution authorization to access customer billing information and other relevant data. PG&E shall provide the CHEEF at the request of the CPUC or CHEEF accurate and timely data on customer-specific collection events that PG&E initiates in keeping with Rule 11 procedures. PG&E will share only customer-specific data relevant to implement this program.
10. **~~Utility not Liable for Improvements and Loan or Lease Process.~~** ~~PG&E is not involved in the improvements to your building, the assessment of potential benefits and costs associated with the improvements, or Financial Institution's procedures. You acknowledge that PG&E does not accept any responsibility for the improvements, the anticipated energy efficiency benefits, energy savings benefits, or other benefits, or for any aspect of the loan or lease process. Utility also disclaims any warranty including the warranty of merchantability or fitness for a particular purpose regarding any improvements. Any questions or claims regarding these matters should be directed to the Financial Institution or to the installation contractor. 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~~

AUTHORIZATION TO ADD LOAN CHARGES TO UTILITY BILL (Non-Residential)

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 Agreement by Customer; (b) any defects or problems with the Work, or the failure of the Work to deliver any anticipated energy efficiencies; (c) Customer's failure to pay any amount due or claimed by Contractor with respect to the Work; or (d) the wrongful or negligent acts or omissions of any party (including the Contractor) in the conduct or performance of the Work.



AUTHORIZATION TO ADD LOAN CHARGES TO UTILITY BILL (Non-Residential)

ACCOUNT INFORMATION (Please Print or Type)

CUSTOMER DETAILS²

Name(s): _____

Address: _____

~~Service Agreement~~ Account Number³: _____

FINANCIAL INSTITUTION AND LOAN OR LEASE INFORMATION

Name of Financial Institution: _____

Address: _____

Contact telephone number: _____

Loan or Lease Number: _____

Principal Amount of Loan/Lease: _____

Estimated Monthly Payment/Duration: _____

[other identifying information] _____

SERVICE ADDRESSES INCLUDED IN THIS AUTHORIZATION:

1.	_____ SERVICE ADDRESS	_____ CITY	_____ <u>UTILITY ACCOUNT NUMBER GAS/ELECTRIC SERVICE AGREEMENT</u>
2.	_____ SERVICE ADDRESS	_____ CITY	_____ <u>UTILITY ACCOUNT NUMBER GAS/ELECTRIC SERVICE AGREEMENT</u>
3.	_____ SERVICE ADDRESS	_____ CITY	_____ <u>UTILITY ACCOUNT NUMBER GAS/ELECTRIC SERVICE AGREEMENT</u>

² If there is more than one customer of record for a Service Address, all customers must complete and sign this form.

³ PG&E Account Number where the OBR Charges will be billed.



AUTHORIZATION TO ADD LOAN CHARGES TO UTILITY BILL (Non-Residential)

By signing below, You hereby authorize PG&E to add Loan or Lease Charges to Your utility bills for the Service Address(es) shown above.

AUTHORIZED CUSTOMER SIGNATURE

Executed this _____ day of _____
MONTH YEAR

TELEPHONE NUMBER

at _____
CITY AND STATE WHERE EXECUTED

ADDITIONAL AUTHORIZED CUSTOMER SIGNATURE

Executed this _____ day of _____
MONTH YEAR

TELEPHONE NUMBER

at _____
CITY AND STATE WHERE EXECUTED

Financial Institution Approval:

Financial Institution confirms that the Account Information shown above accords with its records.

SIGNATURE

TELEPHONE NUMBER

COMPANY

Executed this _____ day of _____
MONTH YEAR

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

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