

**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

December 30, 2013

**Advice 3443-G/4338-E**

(Pacific Gas and Electric Company U 39 M)

Public Utilities Commission of the State of California

**Subject: Submission of On-Bill Repayment (OBR) Rate Schedule in Compliance with Decision 13-09-044****Purpose**

Pacific Gas and Electric Company (PG&E) hereby submits this Tier 3 Advice Letter (AL) for approval by the California Public Utilities Commission (Commission or CPUC) of its On-Bill Repayment (OBR) Rate Schedule in compliance with Ordering Paragraphs (OP) 10 and 11 of Decision (D.) 13-09-044, *Decision Implementing 2013-2014 Energy Efficiency Financing Pilot Programs* (the Decision).

The Investor Owned Utilities (IOUs)<sup>1</sup> were ordered in the Decision to perform a number of compliance-related activities to implement seven different finance pilots. These activities are sequenced in a manner to allow the California Alternative Energy and Advanced Transportation Financing Authority (CAEATFA) to assume the role of the California Hub for Energy Efficiency Financing (CHEEF) and establish regulations for the seven pilots.

OPs 10 and 11 require the IOUs to develop uniform tariff language for the OBR financing pilots by December 30, 2013, that reflects the requirements of the Decision.<sup>2</sup> PG&E's proposed OBR Gas and Electric Rate Schedules and Gas and Electric Sample Form 79-1157 are provided in Attachment 1.

**Background**

In D.12-05-015, the *Decision Providing Guidance on 2013 – 2014 Energy Efficiency Portfolios and 2012 Marketing, Education and Outreach*, the Commission ordered the IOUs to design a new set of finance pilots on a consistent and statewide basis. The IOUs were ordered to hire an expert financing consultant to design the new energy efficiency (EE) financing pilots for 2013 – 2014.

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

<sup>2</sup> PG&E notes the IOUs are submitting their proposed tariffs separately, but were developed concurrently with uniform language to cover terms and conditions of the OBR Program pilots. The filings may occur on separate days due to company schedules, but will be made by December 30, 2013, as directed in the Decision.

In the Decision, the Commission approved seven finance pilots to be deployed in phases, including four statewide pilots to test OBR. Program implementation Plans (PIPs) for these OBR pilots were submitted by advice letter on December 19, 2013.

With OBR, customers will be able to finance EE investments with payments collected through their utility bills. These pilots will test whether this approach can overcome lending barriers and attract large pools of private capital to EE markets. Transferability of the underlying debt obligation is permitted with written consent according to the conditions outlined in PG&E's proposed OBR Rate Schedule. As required by the Decision, nonresidential pilots also include service disconnection for non-payment of the OBR charges.

The Decision also requires a minimum of 70 percent of the project loan or lease amount be associated with Eligible Energy Efficiency Measures (EEEMs) that are contained within the IOU's EE portfolio. Up to 30 percent of the loan or lease amount may be used to finance non-EEEMs. For the non-residential OBR without credit enhancement (CE), where the loans do not require incremental cost contribution from EE ratepayer funds, demand response and distributed generation projects may be included in the 70 percent of the amount financed.

The Decision ordered the establishment of an OBR "Tariff" to support the pilot PIPs and contain the terms and conditions by which the OBR feature is made available to customers participating in the finance pilots. PG&E's proposed OBR Rate Schedule, if approved, would pertain to the PIPs for the following four OBR pilots filed by SoCalGas, on behalf of the IOUs, on December 20, 2013.<sup>3</sup>

- Master-Metered Multifamily Loan Program (MMMFP) Pilot

The MMMFP is a loan program that offers multifamily property owners the opportunity to perform EE enhancements on their multifamily properties with repayment on the master utility bill without the risk of disconnection. Program eligibility is limited to affordable housing properties as outlined in the Decision. The program features a Debt Service Reserve Fund (DSRF) as a CE, which uses ratepayer funds to support repayment of the financing products. CAEATFA will establish the final design of the DSRF through its rulemaking. Any delinquent financing charges subsequently collected from customers will offset some or all of the DSRF funds paid out. Key program attributes include:

- An early release version of the program implemented by SoCalGas, limited to up to five properties, that will be implemented without using CE funds by working with the California Housing Partnership Corporation (CHPC) using certified Community Development Financial Institutions (CDFIs).

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<sup>3</sup> SoCalGas AL 4581, SDG&E AL 2558-E/2253-G, PG&E AL 3439-G/4327-E; SCE AL 2989-E.

- The program will be transferred to the CHEEF once the Master Servicer is online and the automated OBR system is functional, as part of the full-scale, statewide program available in all IOU service territories.

- Small Business Loan Program (SBLP) Pilot

The SBLP is a loan program with a Loan Loss Reserve (LLR) that serves as a CE to support repayment of a portion of defaulted loans that are ultimately charged-off by a financial institution. Key program attributes include:

- Program eligibility is limited to Small Businesses as defined by the United States Small Business Administration definitions found at 13 C.F.R. 121.
- The LLR will cover up to 20 percent of the total eligible loan value in the portfolio with a \$200,000 cap on credit enhancement value per loan.
- Final details of the CE structure are to be developed through the CAEATFA public rulemaking process, but CE funds will be available to support secured and unsecured loans.

- On-Bill Small Business Lease Providers (OSBLP) Program Pilot

The OSBLP enables lease companies to offer leases to the small business sector with monthly payments made through the customers' utility bill. The pilot utilizes a CE to favorably influence the availability and terms of the financing products. CAEATFA will undertake a competitive request for proposals (RFP) process with a goal of selecting at least two lease originators to participate in the program.

The Commission authorized an off-bill version of this pilot to be deployed as a "Fast Track" pilot that will provide some early experience to inform this OBR version.<sup>4</sup>

- Nonresidential Without Credit Enhancement (NWOCE) Pilot

The NWOCE pilot is available to all nonresidential customers and offers repayment of loans through the utility bill. This pilot is not supported by a ratepayer funded credit enhancement. Because these loans do not require EE funding, NWOCE differs from the other pilots in that it allows for projects that contain distributed generation and demand response measures for up to 100 percent of the total cost of the project to be financed.

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<sup>4</sup> The Off-Bill Small Business Lease PIP was filed on November 19, 2013, by SoCalGas, on behalf of the IOUs, in SCG AL 4562, SDG&E AL 2538-E/2240-G, SCE AL 2969-E and PG&E AL 3433-G/4320-E.

## **Role of CAEATFA as Finance Pilot Programs CHEEF**

CAEATFA is undertaking activities to receive legislative budgetary authority for this fiscal year and establish itself as the CHEEF to run the finance pilots. The role of the CHEEF is to structure the CEs; develop broad terms and conditions for financial products offered through the pilot programs; coordinate and track the deal flow between qualified FIs, IOUs, and customers; protect the integrity of ratepayer funds held as CEs; provide transparency; and ensure program compliance by the FIs and the IOUs.

As of the date of this AL filing, CAEATFA has not obtained required budget authority to serve as the CHEEF. If it obtains such authority, CAEATFA will develop regulations for each pilot. Because the pilot regulations will be developed after the OBR tariff ALs are filed, the IOUs consulted with CAEATFA to ensure that the tariff language addresses the terms and conditions of each pilot as adopted by the Decision, consistent with CAEATFA's authority to institute regulations. These discussions are consistent with the Commission's guidance in the Decision.

## **OBR Tariff Requirements**

Appendix C of the Decision contains suggested elements for the basic OBR Tariff and guidance for language and processes to achieve transferability according to the authorized conditions. PG&E, in its work with IOUs, CAEATFA and other stakeholders used Appendix C as a guideline for developing its proposed tariff language.

Ordering Paragraph 11 directs the IOUs to provide a description of the steps taken to consult with CAEATFA, FIs, real estate professionals, and Commission staff to best achieve the program goals.

The IOUs used a statewide team to coordinate development of the OBR Tariff. The IOUs consulted with CAEATFA in the course of the development process.

The statewide finance team consulted with Energy Division regarding the development of the OBR Tariff (concurrent with consultations regarding the "Fast Track" and OBR PIPs).

The IOUs consulted real estate professionals during this process, with a webinar conducted on November 22, 2013. The webinar provided a description followed by an in depth discussion of the OBR process and the financing programs. The most substantive portion of the webinar included discussion of the OBR Tariff proposal and a question / answer session to better understand the perspective and any concerns of the real estate industry, specifically with respect to education and awareness, and transferability of the debt obligation to subsequent owners/dwellers. The session resulted in helpful input to development of the OBR Tariff.

The IOUs also consulted FIs during this process and they were sent a draft of the OBR Tariff for review and comment. The statewide finance team held a webinar on December 10, 2013, to receive comments from FIs. The session also resulted in helpful input to inform development of the OBR Tariff.

Copies of the presentation materials for the OBR Tariff shared during the Real Estate and FI webinars were filed by SoCalGas with its proposed OBR Rule.<sup>5</sup> These webinar materials were developed to provide professionals / organizations with further understanding of the OBR pilot programs and to increase the likelihood of productive input.

Additional OBR Tariff requirements are noted below:

- The uniform OBR tariff and CAEATFA's OBR rules should be harmonized to both ensure the Commission's goals and requirements of the OBR program and to incentivize FI participation in the structured OBR program (D.13-09-044, §5.2.2.2., p. 58).

As noted above, PG&E along with the other IOUs consulted with CAEATFA on the development of the OBR Tariff and PIPs in order to ensure harmonization with program rules which will be established through CAEATFA's public rulemaking process.

- Customers with an OBR servicing dispute shall try to resolve directly with an IOU or FI. If a customer subsequently contacts the CHEEF, the customer should be referred to CPUC Consumer Affairs Branch (D.13-09-044, §12., p. 88).

PG&E proposed OBR Rate Schedule, Section Billing and Payment of OBR Charges, is consistent with the process for handling disputes outlined in the Decision.

### **Payment Prioritization**

The Decision directed the IOUs to "apply their existing OBF practices for application of partial payments for the OBR program." (D.13-09-044, pp. 56 – 57) However, the IOUs do not have a uniform practice for applying partial payment in the On-Bill Financing (OBF) program. SoCalGas' and SDG&E's IT infrastructure applies a "waterfall" approach, in which partial payments are applied to the oldest debt first, even if the oldest debt is a third-party debt. PG&E's approved OBF Rate Schedule states that payments will be applied on a pro rata basis.

PG&E's third-party billing system functionality, which is more closely related to the OBR mechanism, was built to apply a payment priority that is similar to that in use by SoCalGas and SDG&E. OBF IT functionality was not designed to accommodate third party, potentially variable charges. The IOUs received feedback from CAEATFA, in its role as the proposed CHEEF, that the OBR pilot would benefit from a statewide approach so that the CHEEF can clearly communicate to potential financial institutions how their payments would be applied on a statewide basis. Further, stakeholders participating in the IOUs' outreach efforts also indicated that it is important to have consistent statewide rules. Thus the IOUs propose to use the 'waterfall' payment

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<sup>5</sup> SoCalGas AL 4582 filed on December 19, 2013

allocation that is used by SDG&E and SoCalGas for their OBF program as part of the statewide OBR program rules. Utilizing this allocation will ensure consistent statewide rules, and make it easier for financial institutions to participate in the financing pilots.

### **Tariff Revisions**

#### 1. Gas and Electric OBR Rate Schedule

PG&E is proposing a new gas and electric OBR Rate Schedule to outline the billing service PG&E is providing for the OBR pilots and address the Decision requirements, as discussed above.

#### 2. Gas and Electric standard form agreement, Authorization to Add Loan Charges to Utility Bill (Non-Residential) (Gas and Electric Sample Form 79-1157).

PG&E is proposing a new standard form agreement, Authorization to Add Loan Charges to Utility Bill (Non-Residential) (Gas and Electric Sample Form 79-1157). The form must be signed by the customer to provide consent to place loan charges on his/her utility bill.

#### 3. Revision to Gas and Electric Rule 9

PG&E filed a revision to its Gas and Electric Rule 9 on December 19, 2013, in AL 3441-G/4328-E, indicating that program specific tariffs may govern payment allocation. No revision to Rule 9 is requested in this AL.

### **Protests**

Anyone wishing to protest this filing may do so by letter sent via U.S. mail, facsimile or E-mail, no later than January 21, 2014, which is 22 days<sup>6</sup> after the date of this filing. Protests must be submitted to:

CPUC Energy Division  
ED Tariff Unit  
505 Van Ness Avenue, 4<sup>th</sup> 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.

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<sup>6</sup> The 20-day protest period concludes on a weekend and the following day is a holiday. 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:

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

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

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

### **Effective Date**

While the Decision ordered the OBR Tariff to be filed as a Tier 2 AL, PG&E determined it appropriate to file this as a Tier 3 AL due to the proposed payment prioritization rules that do not directly follow the Decision, as explained above. PG&E requests that this Tier 3 advice filing become effective upon Commission approval.

### **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>.

Handwritten signature of Brian Cherry in cursive script, with the initials 'KAC' written at the end of the signature.

Vice President, 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

(Date Filed/ Received Stamp by CPUC)

ELC = Electric

GAS = Gas

PLC = Pipeline

HEAT = Heat

WATER = Water

Advice Letter (AL) #: **3443-G/4338-E**

**Tier: 3**

Subject of AL: **Submission of On-Bill Repayment (OBR) Rate Schedule in Compliance with Decision 13-09-044**

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

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: **Upon Commission Approval**

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**

Service affected and changes proposed: **New Electric Schedule E-OBR (On-Bill Repayment (OBR) Pilots), New Gas Schedule G-OBR (On-Bill Repayment (OBR) Pilots)**

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

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

**California Public Utilities Commission**

**Energy Division**

**EDTariffUnit**

**505 Van Ness Ave., 4<sup>th</sup> Flr.**

**San Francisco, CA 94102**

**E-mail: EDTariffUnit@cpuc.ca.gov**

**Pacific Gas and Electric Company**

**Attn: Brian K. Cherry**

**Vice President, Regulatory Relations**

**77 Beale Street, Mail Code B10C**

**P.O. Box 770000**

**San Francisco, CA 94177**

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

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

**Title of Sheet**

**Cancelling Cal  
P.U.C. Sheet No.**

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31009-G	GAS SCHEDULE G-OBR ON-BILL REPAYMENT (OBR) PILOTS Sheet 1	
31010-G	GAS SCHEDULE G-OBR ON-BILL REPAYMENT (OBR) PILOTS Sheet 2	
31011-G	GAS SCHEDULE G-OBR ON-BILL REPAYMENT (OBR) PILOTS Sheet 3	
31012-G	GAS SCHEDULE G-OBR ON-BILL REPAYMENT (OBR) PILOTS Sheet 4	
31013-G	GAS SCHEDULE G-OBR ON-BILL REPAYMENT (OBR) PILOTS Sheet 5	
31014-G	GAS SCHEDULE G-OBR ON-BILL REPAYMENT (OBR) PILOTS Sheet 6	
31015-G	GAS SCHEDULE G-OBR ON-BILL REPAYMENT (OBR) PILOTS Sheet 7	
31016-G	GAS SAMPLE FORM 79-1157 AUTHORIZATION TO ADD LOAN CHARGES TO UTILITY BILL (Non-Residential) Sheet 1	
31017-G	GAS TABLE OF CONTENTS Sheet 1	30927-G
31018-G	GAS TABLE OF CONTENTS Sheet 3	30845-G
31019-G	GAS TABLE OF CONTENTS Sheet 12	30721-G



**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.

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 Loan 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:** 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. Measures that qualify as Qualified Measures are subject to CPUC approval, and may change from time to time.

**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. (N)

(Continued)



**GAS SCHEDULE G-OB**  
**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 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 CHEEF within 30 days of service termination. 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 in accordance with existing Rules. Non-payment of 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.
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. 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)

(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 September 11, 2014  
 Resolution No. \_\_\_\_\_



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

Sheet 5

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

- 9. 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)
- 10. 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.
- 11. 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 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.
- 12. 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.
- 13. 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.
- 14. Payment Arrangements: PG&E will not be able to extend payment arrangements as defined by Rule 11 to Customers with OBR Charges on their Bills.
- 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)

REQUIRED  
 AGREEMENTS:

(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)

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 Vice President  
 Regulation and Rates

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 Effective September 11, 2014  
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**GAS SAMPLE FORM 79-1157** Sheet 1 (N)  
AUTHORIZATION TO ADD LOAN CHARGES TO UTILITY BILL (Non-Residential) (N)

Please Refer to Attached  
**Sample Form**

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 September 11, 2014  
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 and the 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.

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. Non-payment of OBR charges subjects the Customer's 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.

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 9.

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

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 the amounts due currently or in the future to PG&E for energy charges and will not be applied to the Loan or Lease Charges. If you want to 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 79-195 "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.
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 those matters should be directed to the Financial Institution or to the installation contractor.



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

## ACCOUNT INFORMATION *(Please Print or Type)*

### CUSTOMER DETAILS<sup>1</sup>

Name(s): \_\_\_\_\_

Address: \_\_\_\_\_

Service Agreement Number: \_\_\_\_\_

### 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  | UTILITY ACCOUNT NUMBER |
| 2. | _____           | _____ | _____                  |
|    | SERVICE ADDRESS | CITY  | UTILITY ACCOUNT NUMBER |
| 3. | _____           | _____ | _____                  |
|    | SERVICE ADDRESS | CITY  | UTILITY ACCOUNT NUMBER |

<sup>1</sup> If there is more than one customer of record for a Service Address, all customers must complete and sign this form.



# 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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Issued by  
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 Vice President  
 Regulation and Rates

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(N)

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**Brian K. Cherry**  
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**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.

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 Loan 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:** 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. Measures that qualify as Qualified Measures are subject to CPUC approval, and may change from time to time.

**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. (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 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 CHEEF within 30 days of service termination. 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 in accordance with existing Rules. Non-payment of 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.
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. 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)

(Continued)



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

Sheet 5

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

- 9. 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)
- 10. 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.
- 11. 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 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.
- 12. 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.
- 13. 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.
- 14. Payment Arrangements: PG&E will not be able to extend payment arrangements as defined by Rule 11 to Customers with OBR Charges on their Bills.
- 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)

REQUIRED  
 AGREEMENTS:

(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 September 11, 2014  
 Resolution No. \_\_\_\_\_



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

Please Refer to Attached  
**Sample Form**

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 September 11, 2014  
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 and the 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.

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. Non-payment of OBR charges subjects the Customer's 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.

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 9.

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

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 the amounts due currently or in the future to PG&E for energy charges and will not be applied to the Loan or Lease Charges. If you want to 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 79-195 "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.
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 those matters should be directed to the Financial Institution or to the installation contractor.



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

## ACCOUNT INFORMATION *(Please Print or Type)*

### CUSTOMER DETAILS<sup>1</sup>

Name(s): \_\_\_\_\_

Address: \_\_\_\_\_

Service Agreement Number: \_\_\_\_\_

### 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 | UTILITY ACCOUNT NUMBER |
| 2. | SERVICE ADDRESS | CITY | UTILITY ACCOUNT NUMBER |
| 3. | SERVICE ADDRESS | CITY | UTILITY ACCOUNT NUMBER |

<sup>1</sup> If there is more than one customer of record for a Service Address, all customers must complete and sign this form.



# 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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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. \_\_\_\_\_

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

1st Light Energy	Douglass & Liddell	OnGrid Solar
AT&T	Downey & Brand	Pacific Gas and Electric Company
Alcantar & Kahl LLP	Ellison Schneider & Harris LLP	Praxair
Anderson & Poole	G. A. Krause & Assoc.	Regulatory & Cogeneration Service, Inc.
BART	GenOn Energy Inc.	SCD Energy Solutions
Barkovich & Yap, Inc.	GenOn Energy, Inc.	SCE
Bartle Wells Associates	Goodin, MacBride, Squeri, Schlotz & Ritchie	SDG&E and SoCalGas
Braun Blaising McLaughlin, P.C.	Green Power Institute	SPURR
California Cotton Ginners & Growers Assn	Hanna & Morton	San Francisco Public Utilities Commission
California Energy Commission	In House Energy	Seattle City Light
California Public Utilities Commission	International Power Technology	Sempra Utilities
California State Association of Counties	Intestate Gas Services, Inc.	SoCalGas
Calpine	K&L Gates LLP	Southern California Edison Company
Casner, Steve	Kelly Group	Spark Energy
Cenergy Power	Linde	Sun Light & Power
Center for Biological Diversity	Los Angeles Dept of Water & Power	Sunshine Design
City of Palo Alto	MRW & Associates	Tecogen, Inc.
City of San Jose	Manatt Phelps Phillips	Tiger Natural Gas, Inc.
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County of Tehama - Department of Public Works	Modesto Irrigation District	Utility Specialists
Crossborder Energy	Morgan Stanley	Verizon
Davis Wright Tremaine LLP	NLine Energy, Inc.	Water and Energy Consulting
Day Carter Murphy	NRG Solar	Wellhead Electric Company
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