

## PUBLIC UTILITIES COMMISSION

505 VAN NESS AVENUE  
SAN FRANCISCO, CA 94102-3298



January 5, 2015

**Advice Letter: 3491-G/4449-E**

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

**Subject: Advice Letters 3491-G/4449-E**

Dear Ms. Allen:

Your Affiliate Transaction Rules Compliance Plan submitted in Advice Letter 3491-G/4449-E on June 30, 2014 as required by Affiliate Transaction Rule (ATR) VI.A is accepted as filed timely. Energy Division's acceptance of your compliance plan means that the utility has timely filed a plan pursuant to ATR VI.A. ATR VI.A requires a utility to file a compliance plan annually when there is some change in the compliance plan.

Acceptance of Advice Letter 3491-G/4449-E at this time does not constitute endorsement or approval of any of your interpretations contained in the compliance plan, if such interpretations are contrary to the ATRs themselves. You are advised to adhere strictly to the letter and spirit of the ATRs. The recent ATR compliance audit found that your interpretation of some ATRs may not be consistent with the intent of the ATRs. Energy Division intends to provide more guidance to you in light of the findings of the audit in the near future. Advice Letter 3491-G/4449-E is effective as of June 30, 2014.

Sincerely,

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

Edward Randolph  
Director, Energy Division

cc: PGETariffs@pge.com

June 30, 2014

**Advice 3491-G/4449-E**  
(Pacific Gas and Electric Company ID U 39 M)

Public Utilities Commission of the State of California

**Subject:      Affiliate Transaction Rules Compliance Plan**

**Purpose**

In accordance with Rule VI.A. of the California Public Utilities Commission's ("CPUC" or "Commission") Affiliate Transaction Rules adopted in Decision 06-12-029, Pacific Gas and Electric Company ("PG&E") hereby submits its Affiliate Transaction Rules Compliance Plan ("Compliance Plan").

This filing will not increase any other rate or change, cause the withdrawal of service, or conflict with any rate schedule or rule.

**Protests**

Anyone wishing to protest this filing may do so by letter sent via U.S. mail, facsimile or E-mail, no later than July 21, 2014, which is 21 days<sup>1</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.

The protest shall also be sent to PG&E either via E-mail or U.S. mail (and by facsimile,

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

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**

PG&E submits this advice letter as a Tier 1 filing and requests that it become effective the date of submission, June 30, 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 list for R.05-10-030. 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/>.



Vice President – Regulatory Relations

cc: Service List R.05-10-030

Attachments

# 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) #: **3491-G/4449-E**

**Tier: 1**

Subject of AL: **Affiliate Transaction Rules Compliance Plan**

Keywords (choose from CPUC listing): Compliance, Affiliate

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

If AL filed in compliance with a Commission order, indicate relevant Decision/Resolution #: D.06-12-029

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: **June 30, 2014**

No. of tariff sheets: N/A

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

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

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

Tariff schedules affected: N/A

Service affected and changes proposed: N/A

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

Protests, dispositions, and all other correspondence regarding this AL are due no later than 21 days<sup>1</sup> 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**

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



**California Public Utilities Commission (CPUC)  
Affiliate Transaction Rules (Affiliate Rules)  
Compliance Plan**

**For Rules Adopted in D.06-12-029**

**June 2014**

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- 13 Information Technology Change Management Process Manual
- 14 Procedure for Temporary Assignments
- 15 CUST-4501S CPUC NTP&S Annual Report Filing Standard

## INTRODUCTION

Pacific Gas and Electric Company (PG&E, or Utility) submits the following revised Compliance Plan (Plan) to comply with the Affiliate Transaction Rules (Rules) adopted by the California Public Utilities Commission (CPUC) in D.06-12-029. PG&E's Plan includes mechanisms for implementation and compliance with these Rules, which when taken as a whole, provide a comprehensive approach to affiliate rules compliance. Although not specifically described in the Plan, all Rules are implemented by a combination of one or more of the following:

- Development and distribution of written standards and procedures
- Education, training for, and communications to employees of PG&E, PG&E Corporation, and their subsidiaries governed by these Rules
- Monitoring affiliate transactions and overall compliance on a continuing basis
- Additional training and corrective actions as needed

This Plan is implemented by PG&E's Compliance and Ethics (C&E) Department, which reports to the Vice President of Internal Audit and Compliance, PG&E Corporation and Pacific Gas and Electric Company. The department is staffed with personnel experienced in training, monitoring, and enforcing compliance.

PG&E issues periodic communications about these Rules to employees of the Utility, PG&E Corporation, and their subsidiaries governed by these Rules, including at least one annual enterprise-wide communication. These communications may refer to policies, standards, and procedures that describe what Utility, PG&E Corporation, and affiliate employees must do to ensure compliance with the Rules.

The most recent annual enterprise-wide communication was issued on August 27, 2013. A new communication will be issued to all employees by August 2014. In early 2015, PG&E also will send targeted communications to specific categories of employees about the Rules relevant to their work activities.

A copy of the full Compliance Plan is available to all Utility and PG&E Corporation employees via the PG&E Intranet at <http://pgeweb/finance/risk/compliance/Pages/affiliaterules.aspx>.

In the following pages, each Rule is shown in bold type. Following each Rule, in normal type, is PG&E's Plan. Unless specified as an Internet site, each hyperlink in this Plan is to a PG&E Intranet site. Appendix 1 is a list of Intranet hyperlinks in this Plan, and Exhibits 1 through 15 are the associated documents or screenshots.

PG&E's parent company, PG&E Corporation, does not meet the definition of "affiliate" described in Rule I.A because PG&E Corporation's role is to be a strategic manager of the corporate enterprise, to be a financial consolidator, and to engage in corporate governance and corporate support functions. PG&E Corporation is not engaged in the provision of energy-related products and services as they are described in Rule II.B, and it therefore is not an affiliate under these Rules. PG&E recognizes, however, that the Rules apply to PG&E Corporation and PG&E's other affiliates where explicitly provided.

PG&E and PG&E Corporation use the following specific mechanisms and procedures to implement these Rules:

1. Employees of PG&E Corporation and its subsidiaries governed by these Rules receive regular notice of the documents that describe these Rules and their obligations hereunder.
2. Employees of PG&E Corporation who provide permitted corporate support or shared services and who have access to non-public Utility information are required to sign a statement that they are aware of, have read, and will follow all written policies about limitations on the use of non-public Utility information and that failure to observe these limitations will result in discipline.
3. All support personnel, services, physical plant, equipment, supplies, and other overhead owned by PG&E and used by PG&E Corporation are charged to PG&E Corporation as required by D.96-11-017 (RISK-4302S Affiliated Company Transactions Standard at <http://pgeatwork/Guidance/RiskCompliance/Pages/default.aspx>).
4. All permitted corporate support services rendered by PG&E employees to affiliates are charged to the affiliates receiving the services (RISK-4302S Affiliated Company Transactions Standard at <http://pgeatwork/Guidance/RiskCompliance/Pages/default.aspx>).
5. Periodic training or targeted communications are provided to the employees of PG&E, PG&E Corporation and their subsidiaries. PG&E Corporation officers and employees are directed to maintain confidential Utility information in a manner to prevent its reaching an affiliate. When needed, PG&E provides training to targeted employee groups to sensitize them to the Rules relevant to their work activities, including the need to protect confidential Utility information. Online affiliate rules training also is available on PG&E's training platform, My Learning at <https://pgeatworkforme.pge.com/irj/portal>.
6. A process is in place to ensure that a one-time 25% transfer fee is paid for each non-clerical employee departing the Utility and commencing work at an affiliate. This 25% fee is paid only once for any individual employee (RISK-4302S Affiliated Company Transactions Standard at <http://pgeatwork/Guidance/RiskCompliance/Pages/default.aspx>).
7. A process is in place to ensure that a Utility employee who transfers to a Rule II.B affiliate cannot return to the Utility until at least twelve months from the employee's last day of employment with the Utility, unless the provisions of Rule V.G.2.b. are met (RISK-4302S Affiliated Company Transactions Standard at <http://pgeatwork/Guidance/RiskCompliance/Pages/default.aspx>).
8. Employee transfers to other companies in the corporate family are tracked by PG&E's HR/SAP system to ensure that they conform to the Rules.
9. PG&E Corporation continues to lease space in Utility facilities for PG&E Corporation employees, as approved in D.00-02-061.
10. PG&E elected not to share key officers under Rule V.E. and so notified the Commission in a letter dated May 25, 2007.
11. PG&E's standard consulting and procurement contract forms contain language restricting contractors from transmitting confidential Utility information to third parties, including affiliates.

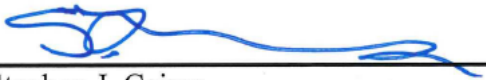


We have reviewed the specific mechanisms and procedures described above, which are intended to ensure that:

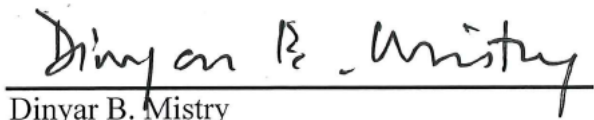
1. PG&E is not using PG&E Corporation or any of its affiliates as a conduit to circumvent any of the Rules,
2. PG&E is following the mandates of Rule V.E., such that the use of joint corporate support services does not constitute a conduit to circumvent the Rules, and
3. PG&E is not using shared officers or directors as a conduit to circumvent the Rules.

If a specific mechanism or procedure fails to ensure compliance, we will take prompt action to strengthen it.

Respectfully submitted on June 30, 2014,



Stephen J. Cairns  
Vice President, Internal Audit and  
Compliance, PG&E Corporation and Pacific  
Gas and Electric Company



Dinyar B. Mistry  
Vice President and Controller, PG&E  
Corporation  
Vice President, Chief Financial Officer and  
Controller, Pacific Gas and Electric  
Company

## **Affiliate Transaction Rules Applicable to Large California Energy Utilities**

### **I. Definitions**

Unless the context otherwise requires, the following definitions govern the construction of these Rules:

- A. “Affiliate” means any person, corporation, utility, partnership, or other entity 5 per cent or more of whose outstanding securities are owned, controlled, or held with power to vote, directly or indirectly either by a utility or any of its subsidiaries, or by that utility’s controlling corporation and/or any of its subsidiaries as well as any company in which the utility, its controlling corporation, or any of the utility’s affiliates exert substantial control over the operation of the company and/or indirectly have substantial financial interests in the company exercised through means other than ownership. For purposes of these Rules, “substantial control” includes, but is not limited to, the possession, directly or indirectly and whether acting alone or in conjunction with others, of the authority to direct or cause the direction of the management or policies of a company. A direct or indirect voting interest of 5% or more by the utility in an entity’s company creates a rebuttable presumption of control.

For purposes of this Rule, “affiliate” shall include the utility’s parent or holding company, or any company which directly or indirectly owns, controls, or holds the power to vote 10% or more of the outstanding voting securities of a utility (holding company), to the extent the holding company is engaged in the provision of products or services as set out in Rule II B. However, in its compliance plan filed pursuant to Rule VI, the utility shall demonstrate both the specific mechanism and procedures that the utility and holding company have in place to assure that the utility is not utilizing the holding company or any of its affiliates not covered by these Rules as a conduit to circumvent any of these Rules.

Examples include but are not limited to specific mechanisms and procedures to assure the Commission that the utility will not use the holding company, another utility affiliate not covered by these Rules, or a consultant or contractor as a vehicle to (1) disseminate information transferred to them by the utility to an affiliate covered by these Rules in contravention of these Rules, (2) provide services to its affiliates covered by these Rules in contravention of these Rules or (3) to transfer employees to its affiliates covered by these Rules in contravention of these Rules. In the compliance plan, a corporate officer from the utility and holding company shall verify the adequacy of these specific mechanisms and procedures to ensure that the utility is not utilizing the holding company or any of its affiliates not covered by these Rules as a conduit to circumvent any of these Rules. Regulated subsidiaries of a utility, defined as subsidiaries of a utility, the revenues and expenses of which are subject to regulation by the Commission and are included by the Commission in establishing rates for the utility, are not included within the definition of affiliate. However, these Rules apply to all interactions any regulated subsidiary has with other affiliated entities covered by these rules.

- B. “Commission” means the California Public Utilities Commission or its succeeding state regulatory body.**
- C. “Customer” means any person or corporation, as defined in Sections 204, 205 and 206 of the California Public Utilities Code, that is the ultimate consumer of goods and services.**
- D. “Customer Information” means non-public information and data specific to a utility customer which the utility acquired or developed in the course of its provision of utility services.**
- E. “FERC” means the Federal Energy Regulatory Commission.**
- F. “Fully Loaded Cost” means the direct cost of good or service plus all applicable indirect charges and overheads.**
- G. “Utility” means any public utility subject to the jurisdiction of the Commission as an Electrical Corporation or Gas Corporation, as defined in California Public Utilities Code Sections 218 and 222, and with gross annual operating revenues in California of \$1 billion or more.**
- H. “Resource Procurement” means the investment in and the production or acquisition of the energy facilities, supplies, and other energy products or services necessary for California public utility gas corporations and California public utility electrical corporations to meet their statutory obligation to serve their customers.**

## **II. Applicability**

- A. These Rules shall apply to California public utility gas corporations and California public utility electrical corporations, subject to regulation by the California Public Utilities Commission and with gross annual operating revenues in California of \$1 billion or more.**
- B. For purposes of a combined gas and electric utility, these Rules apply to all utility transactions with affiliates engaging in the provision of a product that uses gas or electricity or the provision of services that relate to the use of gas or electricity, unless specifically exempted below. For purposes of an electric utility, these Rules apply to all utility transactions with affiliates engaging in the provision of a product that uses electricity or the provision of services that relate to the use of electricity. For purposes of a gas utility, these Rules apply to all utility transactions with affiliates engaging in the provision of a product that uses gas or the provision of services that relate to the use of gas. However, regardless of the foregoing, where explicitly provided, these Rules also apply to a utility's parent holding company and to all of its affiliates, whether or not they engage in the provision of a product that uses gas or electricity or the provision of services that relate to the use of gas or electricity.**

Appendix 2 is a table of all entities within the PG&E Corporation family that meet the definition of "affiliate" provided in Rule I.A. The table identifies whether each affiliate is engaged in the activities described in Rule II.B, thereby being considered a "covered" affiliate under these Rules. PG&E reclassified several inactive affiliates under the Rule II.B column from "No" to "Yes" in response to a concern raised in the CPUC's audit of PG&E's 2010-2011 affiliate transactions. The reclassification has no practical effect on these inactive entities.

PG&E recognizes that, where explicitly provided, these Rules apply to PG&E Corporation and all of its affiliates, including affiliates not engaged in the activities described in Rule II.B, which are considered "non-covered" affiliates.

- C. No holding company nor any utility affiliate, whether or not engaged in the provision of a product that uses gas or electricity or the provision of services that relate to the use of gas or electricity, shall knowingly:**
- 1. direct or cause a utility to violate or circumvent these Rules, including but not limited to the prohibitions against the utility providing preferential treatment, unfair competitive advantages or non-public information to its affiliates;**
  - 2. aid or abet a utility's violation of these Rules; or**
  - 3. be used as a conduit to provide non-public information to a utility's affiliate.**

PG&E uses annual training or targeted communication to ensure holding company and any affiliate employees remain familiar with this Rule.

- D. These Rules apply to transactions between a Commission-regulated utility and another affiliated utility, unless specifically modified by the Commission in addressing a separate application to merge or otherwise conduct joint ventures related to regulated services.**
- E. These Rules do not apply to the exchange of operating information, including the disclosure of customer information to its FERC-regulated affiliate to the extent such information is required by the affiliate to schedule and confirm nominations for the interstate transportation of natural gas, between a utility and its FERC-regulated affiliate, to the extent that the affiliate operates an interstate natural gas pipeline. These Rules do not apply to transactions between an electric utility and an affiliate providing broadband over power lines (BPL).**
- F. Existing Rules: Existing Commission rules for each utility and its parent holding company shall continue to apply except to the extent they conflict with these Rules. In such cases, these Rules shall supersede prior rules and guidelines, provided that nothing herein shall supersede the Commission's regulatory framework for broadband over power lines (BPL) adopted in D. 06-04-070 nor shall preclude (1) the Commission from adopting other utility-specific guidelines; or (2) a utility or its parent holding company from adopting other utility-specific guidelines, with advance Commission approval.**
- G. Civil Relief: These Rules shall not preclude or stay any form of civil relief, or rights or defenses thereto, that may be available under state or federal law.**
- H. These Rules should be interpreted broadly, to effectuate our stated objectives of fostering competition and protecting consumer interests. If any provision of these Rules, or the application thereof to any person, company, or circumstance, is held invalid, the remainder of the Rules, or the application of such provision to other persons, companies, or circumstances, shall not be affected thereby.**

### **III. Nondiscrimination**

#### **A. No Preferential Treatment Regarding Services Provided by the Utility: Unless otherwise authorized by the Commission or the FERC, or permitted by these Rules, a utility shall not:**

- 1. represent that, as a result of the affiliation with the utility, its affiliates or customers of its affiliates will receive any different treatment by the utility than the treatment the utility provides to other, unaffiliated companies or their customers; or**
- 2. provide its affiliates, or customers of its affiliates, any preference (including but not limited to terms and conditions, pricing, or timing) over non-affiliated suppliers or their customers in the provision of services provided by the utility.**

PG&E's RISK-4302S Affiliated Company Transactions Standard (<http://pgeatwork/Guidance/RiskCompliance/Pages/default.aspx>) states that there will be no preferential treatment by PG&E in favor of affiliates or their customers in business activities that PG&E also conducts with unregulated third parties or their customers. The standard is updated at least every two years and communicated to relevant Utility personnel.

This Rule is covered in an annual communication PG&E issues to employees of PG&E, PG&E Corporation, and their subsidiaries governed by these Rules.

PG&E also uses annual training or targeted communication to ensure affected employees remain familiar with this Rule.

PG&E also complies with Rule III.A in the following ways:

- All affiliate rules training courses stress no preferential treatment for covered affiliates.
- Customer contact employees provide customer information to energy providers in a non-discriminatory manner. PG&E does not currently have any affiliates that participate in the Core Aggregation and Transport Program or the Direct Access Program.
- PG&E's voice-activated response system does not provide preferential treatment to any customers.
- PG&E does not pay invoices to affiliates in a preferential way.
- PG&E does not provide its affiliates billing inserts, advertisements, space in its billing envelopes, or endorsements.

- B. Affiliate Transactions:** Transactions between a utility and its affiliates shall be limited to tariffed products and services, to the sale of goods, property, products or services made generally available by the utility or affiliate to all market participants through an open, competitive bidding process, to the provision of information made generally available by the utility to all market participants, to Commission approved resource procurement by the utility, or as provided for in Rules V D (joint purchases), V E (corporate support) and VII (new products and services) below.

PG&E's RISK-4302S Affiliated Company Transactions Standard

(<http://pgeatwork/Guidance/RiskCompliance/Pages/default.aspx>) states that there will be no preferential treatment by PG&E in favor of affiliates or their customers in business activities that PG&E also conducts with unregulated third parties or their customers. The standard is updated at least every two years and communicated to relevant Utility personnel.

PG&E has a separate master service agreement with PG&E Corporation and with each of PG&E's 14 major affiliates. Each agreement identifies the range of products and services related to corporate governance and support that can be shared.

PG&E limits its transactions with affiliates to those listed in this Rule, specifically:

- Tariffed products and services – PG&E implements its tariffs in a nondiscriminatory fashion. Tariff discretions are addressed in Rule III.B.4.
- Open competitive bidding process – PG&E makes the opportunity and process available to all market participants.
- Information made generally available by PG&E to all market participants.
- Commission-approved resource procurement – as described below.
- Shared services – as described under Rules V.D and V.E.
- Non-tariffed products and services.

PG&E considers information provided to an affiliate as a necessary part of a Rule III.B transaction to be an integral part of that permitted transaction.

- 1. Resource Procurement.** No utility shall engage in resource procurement, as defined in these Rules, from an affiliate without prior approval from the Commission. Blind transactions between a utility and its affiliate, defined as those transactions in which neither party knows the identity of the counterparty until the transaction is consummated, are exempted from this Rule. A transaction shall be deemed to have prior Commission approval (a) before the effective date of this Rule, if authorized by the Commission specifically or through the delegation of authority to Commission staff or (b) after the effective date of this Rule, if authorized by the Commission generally or specifically or through the delegation of authority to Commission staff.

PG&E's Energy Procurement Policy on Compliance with Affiliate Rules (<http://pgeatwork/EnergySupply/EP/Compliance/Pages/EPCompliancewithAffiliateRules.aspx>) provides guidance to employees about this Rule. PG&E periodically updates this policy and communicates it to relevant Utility personnel.

PG&E interprets this Rule as **not** requiring advance Commission approval for a procurement transaction between the Utility and an affiliate within the meaning of Rule II. B when each of the following conditions apply:

1. Procurement transaction is pursuant to a procurement agreement entered into **before** the Utility acquired the entity or the entity otherwise became an affiliate within the meaning of Rule II.B.
2. Procurement agreement previously was approved by the Commission either through an application or Commission-approved process.

Similarly:

1. Interactions integral to such previously approved transaction and contemplated by their terms will not require advance approval.
2. The Utility will not be responsible for the retention of negotiation documents generated before the creation of the affiliate relationship.

- 2. Provision of Supply, Capacity, Services or Information: Except as provided for in Rules V D, V E, and VII, a utility shall provide access to utility information, services, and unused capacity or supply on the same terms for all similarly situated market participants. If a utility provides supply, capacity, services, or information to its affiliate(s), it shall contemporaneously make the offering available to all similarly situated market participants, which include all competitors serving the same market as the utility's affiliates.**

PG&E's Energy Procurement Policy on Compliance with Affiliate Rules (<http://pgeatwork/EnergySupply/EP/Compliance/Pages/EPCompliancewithAffiliateRules.aspx>) provides guidance to employees about this Rule. PG&E periodically updates this policy and communicates it to relevant Utility personnel.

PG&E posts information related to this Rule on its Pipe Ranger Internet site (<http://www.pge.com/pipeline/>), which makes it available to all market participants.

PG&E also posts information related to interstate electricity transactions on the California ISO's Open Access Same-time Information System (OASIS) Internet site (<http://oasis.caiso.com>).

Since this Rule imposes CPUC requirements on intra-state transactions, PG&E contemporaneously posts and maintains any required information on intra-state transactions on PG&E's Affiliate Transactions Internet site (<http://www.pge.com/about/rates/affiliate/>). PG&E interprets this Rule to require posting of only those transactions in which (a) the affiliate is provided with confidential or non-public Utility information that is not required to provide permitted corporate support or make permitted joint purchases, or (b) the affiliate is provided with a discount. However,



information provided to an affiliate, as a necessary part of a Rule III.B transaction is not posted because it is an integral part of a permitted transaction. For instance, recourse tariff transactions are not covered by this Rule except where a negotiated price or term is provided (i.e. a negotiated tariff service) because a recourse tariff service by its very nature aims to prevent one customer from being favored over another through differential pricing and/or information.

See also Compliance Plan for Rule III.F and IV.F, below.

- 3. Offering of Discounts: Except when made generally available by the utility through an open, competitive bidding process, if a utility offers a discount or waives all or any part of any other charge or fee to its affiliates, or offers a discount or waiver for a transaction in which its affiliates are involved, the utility shall contemporaneously make such discount or waiver available to all similarly situated market participants. The utilities should not use the “similarly situated” qualification to create such a unique discount arrangement with their affiliates such that no competitor could be considered similarly situated. All competitors serving the same market as the utility’s affiliates should be offered the same discount as the discount received by the affiliates. A utility shall document the cost differential underlying the discount to its affiliates in the affiliate discount report described in Rule III F 7 below.**

PG&E complies with the provisions of its filed tariffs and gas and electric rules, including the following:

- Electric Rule 22 – Direct Access, Section B.2.a - tariff responsibilities to be discharged in neutral manner  
(Internet <http://www.pge.com/tariffs/ER.SHTML#ER>)
- Gas Rule 26 - Standards of Conduct and Procedures Related to Transactions Etc.  
(Internet <http://www.pge.com/tariffs/GR.SHTML#GR>)

PG&E does not offer preferential treatment to customers of its affiliates, but from time to time may offer a discount or waiver of a charge, fee or tariff provision to a PG&E distribution or transmission customer consistent with other laws, regulations, and sound Utility practice. In such cases, PG&E does not investigate whether such a customer is also a customer of an affiliate. PG&E does not interpret “a transaction in which its affiliates are involved” as including this type of customer discount. PG&E does not interpret this Rule as applying to vendor discounts passed through pro-rata to affiliates in connection with joint purchases permissible under Rule V.D.

Pursuant to Resolution E-3540, PG&E will maintain an accounting of when, how and to whom it offers a discount or waiver. For purposes of record keeping, these records will not include discounts or waivers which are within the parameters of an authorized rate schedule where PG&E has no discretion over whether or not that discount or waiver is applied.

PG&E uses annual training or targeted communication to ensure affected employees remain familiar with this Rule.

PG&E contemporaneously posts individual transactions with affiliates on the PG&E Affiliate Transactions Internet site (<http://www.pge.com/about/rates/affiliate/>), which is available to all market participants.

See also Compliance Plan for Rule III.F, below.

- 4. Tariff Discretion: If a tariff provision allows for discretion in its application, a utility shall apply that tariff provision in the same manner to its affiliates and other market participants and their respective customers.**

Refer to Compliance Plan for Rule III.B.3 above.

- 5. No Tariff Discretion: If a utility has no discretion in the application of a tariff provision, the utility shall strictly enforce that tariff provision.**

Refer to Compliance Plan for Rule III.B.3 above.

- 6. Processing Requests for Services Provided by the Utility: A utility shall process requests for similar services provided by the utility in the same manner and within the same time for its affiliates and for all other market participants and their respective customers.**

PG&E uses annual training or targeted communication to ensure affected employees remain familiar with this Rule.

PG&E also covers this Rule when training newly hired customer service representatives and through ongoing instructions in its Customer Service General Reference Guide ([https://genref.comp.pge.com/system/selfservice.controller?CONFIGURATION=1000&PARTITION\\_ID=1&TIMEZONE\\_OFFSET=&CMD=STARTPAGEFRAMELESS](https://genref.comp.pge.com/system/selfservice.controller?CONFIGURATION=1000&PARTITION_ID=1&TIMEZONE_OFFSET=&CMD=STARTPAGEFRAMELESS) - key word “Corporate Affiliates”).

In 2014, PG&E will integrate this Rule in its customer service organization’s quality assurance and operational audit plans.

- C. Tying of Services Provided by a Utility Prohibited: A utility shall not condition or otherwise tie the provision of any services provided by the utility, nor the availability of discounts of rates or other charges or fees, rebates, or waivers of terms and conditions of any services provided by the utility, to the taking of any goods or services from its affiliates.**

PG&E uses annual training or targeted communication to ensure affected employees remain familiar with this Rule.

PG&E also covers this Rule when training newly hired customer service representatives and through ongoing instructions in its Customer Service General Reference Guide ([https://genref.comp.pge.com/system/selfservice.controller?CONFIGURATION=1000&PARTITION\\_ID=1&TIMEZONE\\_OFFSET=&CMD=STARTPAGEFRAMELESS](https://genref.comp.pge.com/system/selfservice.controller?CONFIGURATION=1000&PARTITION_ID=1&TIMEZONE_OFFSET=&CMD=STARTPAGEFRAMELESS) - key word “Corporate Affiliates”).

In 2014, PG&E will integrate this Rule in its customer service organization’s quality assurance and operational audit plans.

**D. No Assignment of Customers: A utility shall not assign customers to which it currently provides services to any of its affiliates, whether by default, direct assignment, option or by any other means, unless that means is equally available to all competitors.**

Customers are not assigned to any affiliate for any product or service unless the means of assignment are equally available to all competitors.

PG&E uses annual training or targeted communication to ensure affected employees remain familiar with this Rule.

PG&E also covers this Rule when training newly hired customer service representatives and through ongoing instructions in its Customer Service General Reference Guide ([https://genref.comp.pge.com/system/selfservice.controller?CONFIGURATION=1000&PARTITION\\_ID=1&TIMEZONE\\_OFFSET=&CMD=STARTPAGEFRAMELESS](https://genref.comp.pge.com/system/selfservice.controller?CONFIGURATION=1000&PARTITION_ID=1&TIMEZONE_OFFSET=&CMD=STARTPAGEFRAMELESS) - key word “Corporate Affiliates”).

In 2014, PG&E will integrate this Rule in its customer service organization’s quality assurance and operational audit plans.

**E. Business Development and Customer Relations: Except as otherwise provided by these Rules, a utility shall not:**

**1. provide leads to its affiliates;**

PG&E uses annual training or targeted communication to ensure affected employees remain familiar with this Rule.

PG&E also covers this Rule when training newly hired customer service representatives and through ongoing instructions in its Customer Service General Reference Guide ([https://genref.comp.pge.com/system/selfservice.controller?CONFIGURATION=1000&PARTITION\\_ID=1&TIMEZONE\\_OFFSET=&CMD=STARTPAGEFRAMELESS](https://genref.comp.pge.com/system/selfservice.controller?CONFIGURATION=1000&PARTITION_ID=1&TIMEZONE_OFFSET=&CMD=STARTPAGEFRAMELESS) - key word “Corporate Affiliates”).

In 2014, PG&E will integrate this Rule in its customer service organization’s quality assurance and operational audit plans.

Customers may also be referred to the Yellow Pages or the Internet, consistent with Rule IV.C.

**2. solicit business on behalf of its affiliates;**

PG&E uses annual training or targeted communication to ensure affected employees remain familiar with this Rule.

PG&E covers this Rule when training newly hired customer service representatives and through ongoing instructions in its Customer Service General Reference Guide ([https://genref.comp.pge.com/system/selfservice.controller?CONFIGURATION=1000&PARTITION\\_ID=1&TIMEZONE\\_OFFSET=&CMD=STARTPAGEFRAMELESS](https://genref.comp.pge.com/system/selfservice.controller?CONFIGURATION=1000&PARTITION_ID=1&TIMEZONE_OFFSET=&CMD=STARTPAGEFRAMELESS) - key word “Corporate Affiliates”).

In 2014, PG&E will integrate this Rule in its customer service organization’s quality assurance and operational audit plans.

**3. acquire information on behalf of or to provide to its affiliates;**

PG&E uses annual training or targeted communication to ensure affected employees remain familiar with this Rule.

PG&E also covers this Rule when training newly hired customer service representatives and through ongoing instructions in its Customer Service General Reference Guide ([https://genref.comp.pge.com/system/selfservice.controller?CONFIGURATION=1000&PARTITION\\_ID=1&TIMEZONE\\_OFFSET=&CMD=STARTPAGEFRAMELESS](https://genref.comp.pge.com/system/selfservice.controller?CONFIGURATION=1000&PARTITION_ID=1&TIMEZONE_OFFSET=&CMD=STARTPAGEFRAMELESS) - key word “Corporate Affiliates”).

In 2014, PG&E will integrate this Rule in its customer service organization’s quality assurance and operational audit plans.

PG&E does not interpret this Rule as applying to activities permissible under Rule V.E.

**4. share market analysis reports or any other types of proprietary or nonpublicly available reports, including but not limited to market, forecast, planning or strategic reports, with its affiliates;**

PG&E uses annual training or targeted communication to ensure affected employees remain familiar with this Rule.

PG&E interprets this Rule to exclude any information which an employee might otherwise legally disclose to others after termination of employment.

Corporate governance and corporate support services covered by Rule V.E. are expressly permitted. Confidential Utility information included in draft or final non-public market, forecast, planning or strategic reports to regulatory or governmental entities is not being provided to any Rule II.B affiliate unless it is also contemporaneously being made available to all market participants.

**5. request authorization from its customers to pass on customer information exclusively to its affiliates;**

PG&E implements this Rule through USP 23, Third Party Requests for Customer Information (<http://pgeatwork/Guidance/USPIndex/Pages/default.aspx>). Information is released either with the specified customer's explicit written consent or the use of a Standard Customer Information Release Form.

PG&E uses annual training or targeted communication to ensure affected employees remain familiar with this Rule.

PG&E also covers this Rule when training newly hired customer service representatives and through ongoing instructions in its Customer Service General Reference Guide ([https://genref.comp.pge.com/system/selfservice.controller?CONFIGURATION=1000&PARTITION\\_ID=1&TIMEZONE\\_OFFSET=&CMD=STARTPAGEFRAMELESS](https://genref.comp.pge.com/system/selfservice.controller?CONFIGURATION=1000&PARTITION_ID=1&TIMEZONE_OFFSET=&CMD=STARTPAGEFRAMELESS) - key words "Authorized Third Party Customer Authentication" and "Information Release Form Request for Inquiries from Third Parties").

In 2014, PG&E will integrate this Rule in its customer service organization's quality assurance and operational audit plans.

See also Compliance Plan for Rule IV.A.

**6. give the appearance that the utility speaks on behalf of its affiliates or that the customer will receive preferential treatment as a consequence of conducting business with the affiliates; or**

PG&E uses annual training or targeted communication to ensure affected employees remain familiar with this Rule.

PG&E also covers this Rule when training newly hired customer service representatives and through ongoing instructions in its Customer Service General Reference Guide ([https://genref.comp.pge.com/system/selfservice.controller?CONFIGURATION=1000&PARTITION\\_ID=1&TIMEZONE\\_OFFSET=&CMD=STARTPAGEFRAMELESS](https://genref.comp.pge.com/system/selfservice.controller?CONFIGURATION=1000&PARTITION_ID=1&TIMEZONE_OFFSET=&CMD=STARTPAGEFRAMELESS) - key word "Corporate Affiliates").

In 2014, PG&E will integrate this Rule in its customer service organization's quality assurance and operational audit plans.

**7. give any appearance that the affiliate speaks on behalf of the utility.**

PG&E uses annual training or targeted communication to ensure affected employees remain familiar with this Rule.

**F. Affiliate Discount Reports: If a utility provides its affiliates a discount, rebate, or other waiver of any charge or fee associated with products or services provided by the utility, the utility shall, within 24 hours of the time at which the product or service provided by the utility is so provided, post a notice on its electronic bulletin board providing the following information:**

- 1. the name of the affiliate involved in the transaction;**
- 2. the rate charged;**
- 3. the maximum rate;**
- 4. the time period for which the discount or waiver applies;**
- 5. the quantities involved in the transaction;**
- 6. the delivery points involved in the transaction;**
- 7. any conditions or requirements applicable to the discount or waiver, and a documentation of the cost differential underlying the discount as required in Rule III B 2 above; and**
- 8. procedures by which a nonaffiliated entity may request a comparable offer.**

**A utility that provides an affiliate a discounted rate, rebate, or other waiver of a charge or fee associated with services provided by the utility shall maintain, for each billing period, the following information:**

- 9. the name of the entity being provided services provided by the utility in the transaction;**
- 10. the affiliate's role in the transaction (i.e., shipper, marketer, supplier, seller);**
- 11. the duration of the discount or waiver;**
- 12. the maximum rate;**
- 13. the rate or fee actually charged during the billing period; and**
- 14. the quantity of products or services scheduled at the discounted rate during the billing period for each delivery point.**

**All records maintained pursuant to this provision shall also conform to FERC rules where applicable.**

PG&E uses annual training or targeted communication to ensure affected employees remain familiar with this Rule.

PG&E posts any transaction covered by this Rule at the following locations, which are available to all market participants:

- Affiliate Transactions Internet site (<http://www.pge.com/about/rates/affiliate/>)
- Pipe Ranger Internet site, Recent News page (<http://www.pge.com/pipeline/>)

PG&E interprets 24 hours in this context to mean one business day.

PG&E interprets this Rule as not requiring the posting of vendor discounts associated with joint purchases otherwise permissible under Rule V.D., since such discounts are not associated with services provided by the Utility and are not available to other market participants.

See also Compliance Plan for Rule III.B.3 for further discussion on discounts.

## IV. Disclosure and Information

### A. Customer Information: A utility shall provide customer information to its affiliates and unaffiliated entities on a strictly non-discriminatory basis, and only with prior affirmative customer written consent.

PG&E uses annual training or targeted communication to ensure affected employees remain familiar with this Rule.

Departments whose employees have access to customer information (such as Customer Care) have requirements that prohibit providing customer information to any person or entity, except the customer, without that customer's prior written consent. The use of PG&E's Standard Customer Release Information Form or an equivalent written consent is mandatory, except in the following situations:

- When the customer is on the telephone and receiving the same information as the third party.
- When releasing customer energy usage information to a Community Based Organization (CBO) under appropriate non-disclosure agreement for purposes of customer support and outreach (CBO is engaged in PG&E program and under contractual obligation to protect privacy of customers)
- When PG&E has received a subpoena that requires the release of information,
- As required under Section 588 of the California Public Utilities Code,
- As required by other state or federal law or regulation.

See also Compliance Plan for Rule III.E.5, above, and USP 23 – Third Party Requests for Customer Information (<http://pgeatwork/Guidance/USPIndex/Pages/default.aspx>).

Pursuant to resolution E-3540, PG&E posts on its Internet site (<http://www.pge.com/about/rates/affiliate/>) transactions where customer information was released to an affiliate. These postings do not include customer-specific information or identification.

PG&E's Employee Code of Conduct (Internet [http://www.pge-corp.com/aboutus/corp\\_gov/coc.html](http://www.pge-corp.com/aboutus/corp_gov/coc.html)) requires that employees may not use or disclose confidential or proprietary information acquired during employment.



A “Checklist for Departing Employees”

([http://pgeweb/services/ManagingNonrepresentedEmployees/Documents/departing\\_e\\_e\\_checklist.pdf](http://pgeweb/services/ManagingNonrepresentedEmployees/Documents/departing_e_e_checklist.pdf)) is a tool to help supervisors ensure that employees who leave PG&E do not maintain access authorizations (e.g., building or network), intellectual property, or utility property upon their departure. The checklist is referenced in the online process to separate a Utility employee from employment ([https://myportal.pge.com/sapportal/documents/my\\_staff/PCR\\_Request\\_for\\_Separation\\_Job\\_Aid.pdf](https://myportal.pge.com/sapportal/documents/my_staff/PCR_Request_for_Separation_Job_Aid.pdf)).

PG&E interprets this Rule to permit PG&E to provide taxpayer (customer) information to those California cities and counties where PG&E is required to collect a utility users tax as part of the monthly energy bill. This information is provided for the exclusive use of the taxing authority to permit the local tax administrator to confirm the tax status of individual customers and to audit the tax collections by PG&E.

A dialog box appears to persons attempting to access PG&E’s internal electronic network. The box contains the following message:

*This system is for use by authorized users only.*

*Unauthorized use is subject to civil and criminal penalties and disciplinary action or termination. Use of this system must comply with applicable laws, regulations, and company conduct security standards. Users should have no expectation of privacy in their use of any aspect of this system.*

*Accessing pornographic (including sexually explicit) material using company computers, phones, BlackBerry(R) devices, or other company device will result in termination. If you have any questions, send an email inquiry to [ComplianceEthicsHelp@pge.com](mailto:ComplianceEthicsHelp@pge.com).*

*If you are not a utility employee performing utility work, a holding company employee, or do not have prior authorization, do not continue. If you have questions about these requirements, send an email inquiry to [ARC@pge.com](mailto:ARC@pge.com).*

*By logging in, you acknowledge that you have read, understood, and agree with these requirements.*

**B. Non-Customer Specific Non-Public Information:** A utility shall make non-customer specific non-public information, including but not limited to information about a utility's natural gas or electricity purchases, sales, or operations or about the utility's gas-related goods or services and electricity-related goods or services, available to the utility's affiliates only if the utility makes that information contemporaneously available to all other service providers on the same terms and conditions, and keeps the information open to public inspection. Unless otherwise provided by these Rules, a utility continues to be bound by all Commission-adopted pricing and reporting guidelines for such transactions. A utility is also permitted to exchange proprietary information on an exclusive basis with its affiliates, provided the utility follows all Commission-adopted pricing and reporting guidelines for such transactions, and it is necessary to exchange this information in the provision of the corporate support services permitted by Rule V E below. The affiliate's use of such proprietary information is limited to use in conjunction with the permitted corporate support services, and is not permitted for any other use. Nothing in this Rule precludes the exchange of information pursuant to D.97-10-031. Nothing in this Rule is intended to limit the Commission's right to information under Public Utilities Code Sections 314 and 581.

PG&E uses annual training or targeted communication to ensure affected employees remain familiar with this Rule.

PG&E's RISK-4302S Affiliated Company Transactions Standard (<http://pgeatwork/Guidance/RiskCompliance/Pages/default.aspx>) provides CPUC-adopted pricing rules. The standard is updated at least every two years and communicated to relevant company personnel.

PG&E interprets this Rule to exclude information which an employee might otherwise legally disclose to others after termination of employment.

PG&E contemporaneously posts individual transactions with affiliates on the PG&E Affiliate Transactions Internet site (<http://www.pge.com/about/rates/affiliate/>), which is available to all market participants.

PG&E limits its transactions with affiliates to those listed in this Rule, specifically:

- Tariffed products and services – PG&E implements its tariffs in a nondiscriminatory fashion. Tariff discretions are addressed in Rule III.B.4.
- Open competitive bidding process – PG&E makes the opportunity and process available to all market participants.
- Information made generally available by PG&E to all market participants.
- Commission-approved resource procurement – as described above.
- Shared services – as described under Rules V.D and V.E.
- Non-tariffed products and services.

Information provided to an affiliate as a necessary part of a Rule III.B transaction is not posted because it is an integral part of that permitted transaction.

- C. Service Provider Information: Except upon request by a customer or as otherwise authorized by the Commission or another governmental body, a utility shall not provide its customers with any list of service providers, which includes or identifies the utility's affiliates, regardless of whether such list also includes or identifies the names of unaffiliated entities.**

PG&E uses annual training or targeted communication to ensure affected employees remain familiar with this Rule.

PG&E covers this Rule when training newly hired customer service representatives and through ongoing instructions in its Customer Service General Reference Guide ([https://genref.comp.pge.com/system/selfservice.controller?CONFIGURATION=1000&PARTITION\\_ID=1&TIMEZONE\\_OFFSET=&CMD=STARTPAGEFRAMELESS](https://genref.comp.pge.com/system/selfservice.controller?CONFIGURATION=1000&PARTITION_ID=1&TIMEZONE_OFFSET=&CMD=STARTPAGEFRAMELESS) - key word "Corporate Affiliates").

If a customer asks for a list of energy service providers (ESPs), PG&E refers the customer to the CPUC's Registered Electric Service Providers list at [https://ia.cpuc.ca.gov/esp\\_lists/esp\\_udc.htm](https://ia.cpuc.ca.gov/esp_lists/esp_udc.htm).

Consistent with D.99-05-034, PG&E informs all callers complaining about an ESP (including affiliates) that they need to call the ESP directly or call the Commission's complaint telephone number.

In 2014, PG&E will integrate this Rule in its customer service organization's quality assurance and operational audit plans.

- D. Supplier Information: A utility may provide non-public information and data which has been received from unaffiliated suppliers to its affiliates or non-affiliated entities only if the utility first obtains written affirmative authorization to do so from the supplier. A utility shall not actively solicit the release of such information exclusively to its own affiliate in an effort to keep such information from other unaffiliated entities.**

PG&E uses annual training or targeted communication to ensure affected employees remain familiar with this Rule.

This Rule also is addressed in PG&E's List of Allowed Joint Purchases at <http://pgeweb/finance/risk/compliance/Pages/affiliaterules.aspx>, which is a resource for employees engaged in purchasing.

PG&E does not interpret this Rule to apply to information about suppliers with whom affiliates may jointly purchase goods and services with the Utility under Rule V.D.

**E. Affiliate-Related Advice or Assistance: Except as otherwise provided in these Rules, a utility shall not offer or provide customers advice or assistance with regard to its affiliates or other service providers.**

PG&E uses annual training or targeted communication to ensure affected employees remain familiar with this Rule.

PG&E also covers this Rule when training newly hired customer service representatives and through ongoing instructions in its Customer Service General Reference Guide

([https://genref.comp.pge.com/system/selfservice.controller?CONFIGURATION=1000&PARTITION\\_ID=1&TIMEZONE\\_OFFSET=&CMD=STARTPAGEFRAMELESS](https://genref.comp.pge.com/system/selfservice.controller?CONFIGURATION=1000&PARTITION_ID=1&TIMEZONE_OFFSET=&CMD=STARTPAGEFRAMELESS) - key word "Corporate Affiliates").

In 2014, PG&E will integrate this Rule in its customer service organization's quality assurance and operational audit plans.

PG&E does not interpret this Rule as prohibiting communications with customers to provide general advice about or explain the following:

- Bundled or unbundled Utility distribution service.
- Community choice aggregation, in compliance with the Code of Conduct adopted in D.12-12-036.
- Direct access.
- Direct access tariffs or other PG&E tariffs or gas or electric rules.

The Commission has permitted the tracking and reporting of ESP complaint information, and providing ESP's telephone numbers or the Commission's complaint telephone number under the circumstances described in D.99-05-034.

See also Compliance Plan for Rule III.E.2, above.

**F. Record-Keeping: A utility shall maintain contemporaneous records documenting all tariffed and nontariffed transactions with its affiliates, including but not limited to, all waivers of tariff or contract provisions, all discounts, and all negotiations of any sort between the utility and its affiliate whether or not they are consummated. A utility shall maintain such records for a minimum of three years and longer if this Commission or another government agency so requires. For consummated transactions, the utility shall make such final transaction documents available for third party review upon 72 hours' notice, or at a time mutually agreeable to the utility and third party. If D.97-06-110 is applicable to the information the utility seeks to protect, the utility should follow the procedure set forth in D.97-06-110, except that the utility should serve the third party making the request in a manner that the third party**

**receives the utility's D.97-06- 110 request for confidentiality within 24 hours of service.**

PG&E requires record-keeping for all tariff or contract provisions. PG&E's records management program is governed by GOV-7101S Records Management Standard, which is available on PG&E's Guidance Document Library (<http://pgeatwork/Guidance/Governance/Pages/default.aspx>). It establishes requirements governing the identification, control, management, retrieval and retention of records for PG&E Corporation and its subsidiaries, including Pacific Gas and Electric Company. All documents related to tariffed and nontariffed transactions with PG&E's affiliates are retained for a minimum of three years, and longer if the CPUC or another government agency so requires.

PG&E specifically addresses record-keeping for affiliate transactions in the following ways:

1. PG&E uses annual training or targeted communication to ensure affected employees remain familiar with this Rule.
2. Each employee who engages in a transaction with an affiliate must complete an Affiliate Transaction Report (ATR), for each day or for each affiliate transaction in which that employee took part. In the case of a transaction that may cover a period of time, the employee is required to submit only one ATR for the transaction. The ATR is to include a summary of the transaction and indicate who participated at the affiliate and Utility.
3. Each ATR, except where the transaction noted in that ATR was subject to legal privilege, is to be sent electronically to the ARC Information mailbox managed by the C&E department as soon as practicable.
4. The C&E department retains the ATR record as required by this Rule.
5. The C&E department ensures that postings to the PG&E Internet site (<http://www.pge.com/en/about/rates/affiliate/index.page>) are made as required under Rules III.B and III.F.
6. The employee is responsible for retaining additional records about the transaction, including records of negotiation with affiliates as required by Rule IV.F, which are to be available to the C&E department upon request.

This Rule also is addressed in the Contract Process Section of PG&E's Procurement Manual at [http://wssuo/purchasing/Sourcing Website/02\\_Procurement Manual\\_Sourcing/Current Version/RTP Procurement Manual - 2009/3\\_Contract/3\\_Contract\\_CURRENT/3\\_Contract\\_CURRENT.doc%23Overview\\_3a](http://wssuo/purchasing/Sourcing Website/02_Procurement Manual_Sourcing/Current Version/RTP Procurement Manual - 2009/3_Contract/3_Contract_CURRENT/3_Contract_CURRENT.doc%23Overview_3a)

Records are made available as follows:

1. All requests to review transactions under this Rule must be submitted in writing to:

Pacific Gas and Electric Company  
Compliance and Ethics Department (C&E)  
245 Market Street  
P.O. Box 770000 Mail Code N4F  
San Francisco, CA 94177

2. Summaries of individual transactions will be made available to third parties for review. The summary will contain sufficient information for the third party to determine that the subject matter of the transaction was permitted and the cost, if any.
3. If an affiliate was charged for a document or information, a third party will be charged the same amount if they request the same document or information.
4. Third parties will not be granted access to any confidential customer information that may have been properly provided to an affiliate without also obtaining prior written authorization of the customer.
5. Third parties will not be granted access to any confidential or proprietary affiliate information that was shared with the Utility or to any non-public information shared with an affiliate as part of providing a permitted corporate support service.
6. PG&E interprets 72 hours to mean that the information must be available by the third business day following the request and 24 hours to be one business day. Contemporaneous shall mean monthly for billings and other transactions between PG&E and its affiliates that are recorded on a monthly basis. Summaries will be made available following the monthly closing of accounts.

**G. Maintenance of Affiliate Contracts and Related Bids: A utility shall maintain a record of all contracts and related bids for the provision of work, products or services between the utility and its affiliates for no less than a period of three years, and longer if this Commission or another government agency so requires.**

PG&E has a separate master service agreement with PG&E Corporation and each of PG&E's 14 major affiliates. Each agreement identifies the range of products and services related to corporate governance and support that can be shared.

PG&E retains records related to its transactions with affiliates for a minimum of three years, and longer if the CPUC or another government agency so requires.

PG&E uses annual training or targeted communication to ensure affected employees remain familiar with this Rule.

This Rule also is addressed in the Contract Process Section of PG&E's Procurement Manual at [http://wssuo/purchasing/Sourcing Website/02\\_Procurement Manual\\_Sourcing/Current Version/RTP Procurement Manual - 2009/3\\_Contract/3\\_Contract\\_CURRENT/3\\_Contract\\_CURRENT.doc%23Overview 3a](http://wssuo/purchasing/Sourcing Website/02_Procurement Manual_Sourcing/Current Version/RTP Procurement Manual - 2009/3_Contract/3_Contract_CURRENT/3_Contract_CURRENT.doc%23Overview 3a).

**H. FERC Reporting Requirements: To the extent that reporting rules imposed by the FERC require more detailed information or more expeditious reporting, nothing in these Rules shall be construed as modifying the FERC rules.**

## **V. Separation**

### **A. Corporate Entities: A utility, its parent holding company, and its affiliates shall be separate corporate entities.**

Each affiliate has its own Board of Directors, officers, and books of accounts. Consistent with PG&E's holding company application, A.95-10-024, which was approved by the Commission in D.96-11-017 and amended in D.06-12-029, PG&E and its affiliates are separate corporate entities.

Appendix 2 is a list of all entities within the PG&E Corporation family that meet the definition of affiliate provided in Rule I.A.

### **B. Books and Records: A utility, its parent holding company, and its affiliates shall keep separate books and records.**

#### **1. Utility books and records shall be kept in accordance with applicable Uniform System of Accounts (USOA) and Generally Accepted Accounting Procedures (GAAP).**

PG&E's financial statements and annual FERC Form 1 reports are audited annually by independent accountants for compliance with GAAP and applicable USOA, respectively.

#### **2. The books and records of a utility's parent holding company and affiliates shall be open for examination by the Commission and its staff consistent with the provisions of Public Utilities Code Sections 314 and 701, the conditions in the Commission's orders authorizing the utilities' holding companies and/or mergers and these Rules.**

The books and records of PG&E's parent holding company and its affiliates are open for examination by the Commission and its staff consistent with the provisions of Public Utilities Code Section 314.

### **C. Sharing of Plant, Facilities, Equipment or Costs: A utility shall not share office space, office equipment, services, and systems with its affiliates, nor shall a utility access the computer or information systems of its affiliates or allow its affiliates to access its computer or information systems, except to the extent appropriate to perform shared corporate support functions permitted under Rule V E of these Rules. Physical separation required by this rule shall be accomplished preferably by having office space in a separate building, or, in the alternative, through the use of separate elevator banks and/or security-controlled access. This provision does not preclude a utility from offering a joint service provided this service is authorized by the Commission and is available to**



**all non-affiliated service providers on the same terms and conditions (e.g., joint billing services pursuant to D.97-05-039).**

PG&E uses annual training or targeted communication to ensure affected employees remain familiar with this Rule.

PG&E Corporation employees currently are located in Utility space, and each month, the Utility tracks any PG&E Corporation employee movement in Utility space. At the end of each calendar year, the Utility calculates and budgets the facility charge for PG&E Corporation-occupied space, which it charges to PG&E Corporation each month of the following calendar year. The Utility does not adjust those charges to reflect movement of employees during the year because the administrative cost to do so would be burdensome.

Access to Utility space is controlled by security access cards or other security methods. PG&E Corporation and “non-covered” affiliate employees have access to Utility space to the extent appropriate to perform shared corporate support functions permitted under Rule V.E. “Covered” affiliate employees do not have independent access to Utility space.

As of the date of this Compliance Plan, no affiliate employees are located in Utility space.

PG&E has a process to identify any employees leaving Utility employment and concurrently terminate their access to Utility computer and information systems. PG&E is automating additional steps in this process in 2014.

If the exiting Utility employee is immediately employed by PG&E Corporation or a “non-covered” affiliate to perform shared corporate support functions permitted under Rule V.E, the employee will retain Utility computer system access appropriate to performing those functions. If a Utility employee leaves PG&E employment and is employed by a “covered” affiliate, the employee will retain limited computer system access only to employee benefits information, consistent with Rule V.E.

PG&E maintains data network segmentation, which provides sufficient separation of facilities as mandated by this Rule. PG&E uses the Information Technology Change Management Process Manual at [http://www/ISTS\\_TechLib/PM/PM\\_Change\\_Mgt.htm](http://www/ISTS_TechLib/PM/PM_Change_Mgt.htm) to monitor network segmentation.

- D. Joint Purchases: To the extent not precluded by any other Rule, the utilities and their affiliates may make joint purchases of goods and services, but not those associated with the traditional utility merchant function. For purpose of these Rules, to the extent that a utility is engaged in the marketing of the commodity of electricity or natural gas to customers, as opposed to the marketing of transmission and distribution services, it is engaging in merchant functions.**

**Examples of permissible joint purchases include joint purchases of office supplies and telephone services. Examples of joint purchases not permitted include gas and electric purchasing for resale, purchasing of gas transportation and storage capacity, purchasing of electric transmission, systems operations, and marketing. The utility must insure that all joint purchases are priced, reported, and conducted in a manner that permits clear identification of the utility and affiliate portions of such purchases, and in accordance with applicable Commission allocation and reporting rules.**

PG&E uses annual training or targeted communication to ensure affected employees remain familiar with this Rule.

PG&E's RISK-4302S Affiliated Company Transactions Standard (<http://pgeatwork/Guidance/RiskCompliance/Pages/default.aspx>) requires that purchases of materials or services on behalf of an affiliate must be charged to the appropriate intercompany order. This standard is updated at least every two years and communicated to relevant Utility personnel.

PG&E will continue its current practice of making joint purchases of goods and services other than those associated with the traditional Utility merchant function.

PG&E maintains a list of permitted joint purchases at <http://pgeweb/finance/risk/compliance/Pages/affiliaterules.aspx>, which is a resource for employees engaged in purchasing.

- E. Corporate Support: As a general principle, a utility, its parent holding company, or a separate affiliate created solely to perform corporate support services may share with its affiliates joint corporate oversight, governance, support systems and personnel, as further specified below. Any shared support shall be priced, reported and conducted in accordance with the Separation and Information Standards set forth herein, as well as other applicable Commission pricing and reporting requirements.**

**As a general principle, such joint utilization shall not allow or provide a means for the transfer of confidential information from the utility to the affiliate, create the opportunity for preferential treatment or unfair competitive advantage, lead to customer confusion, or create significant opportunities for cross-subsidization of affiliates. In the compliance plan, a corporate officer from the utility and holding company shall verify the adequacy of the specific mechanisms and procedures in place to ensure the utility follows the mandates of this paragraph, and to ensure the utility is not utilizing joint corporate support services as a conduit to circumvent these Rules. Examples of services that may be shared include: payroll, taxes, shareholder services, insurance, financial reporting, financial planning and analysis, corporate accounting, corporate security, human resources (compensation, benefits, employment policies), employee records, regulatory affairs, lobbying, legal, and pension management. However,**

**if a utility and its parent holding company share any key officers after 180 days following the effective date of the decision adopting these Rule modifications, then the following services shall no longer be shared: regulatory affairs, lobbying, and all legal services except those necessary to the provision of shared services still authorized. For purposes of this Rule, key officers are the Chair of the entire corporate enterprise, the President at the utility and at its holding company parent, the chief executive officer at each, the chief financial officer at each, and the chief regulatory officer at each, or in each case, any and all officers whose responsibilities are the functional equivalent of the foregoing. Examples of services that may not be shared include: employee recruiting, engineering, hedging and financial derivatives and arbitrage services, gas and electric purchasing for resale, purchasing of gas transportation and storage capacity, purchasing of electric transmission, system operations, and marketing. However, if a utility and its parent holding company share any key officers (as defined in the preceding paragraph) after 180 days following the effective date of the decision adopting these Rule modifications, then the following services shall no longer be shared: regulatory affairs, lobbying, and all legal services except those necessary to the provision of shared services still authorized.**

The provision of corporate support services does not provide a means for the transfer of confidential non-public Utility information from the Utility to an affiliate that would create the opportunity for preferential treatment or unfair competitive advantage, lead to customer confusion, or create significant opportunities for cross-subsidization of affiliates. Any non-public information exchanged is exchanged in accordance with Rule IV.B.

PG&E's RISK-4302S Affiliated Company Transactions Standard (<http://pgeatwork/Guidance/RiskCompliance/Pages/default.aspx>) indicates that all permitted corporate support services rendered by PG&E employees are charged to PG&E Corporation and affiliates. On a monthly basis, PG&E charges PG&E Corporation and affiliates for the costs of corporate services provided by PG&E. PG&E Corporation also is entitled to charge PG&E for services and support it provides to PG&E.

PG&E has an internal system control that does not allow the posting of affiliate positions on PG&E's electronic recruiting bulletin board.

For the purposes of this Rule, PG&E considers that shared services include, but are not limited to the following:

1. Corporate oversight and governance
2. Use of financial and cash management and payroll systems software
3. Payroll advice and services, including printing and distribution of paychecks
4. Corporate budget preparation and monitoring
5. Corporate communications, public relations, and charitable contributions
6. Tax advice and services

7. Treasury functions
8. Investor relations and shareholder services
9. Consolidated business planning (other than market analyses)
10. Financial services, including the following:
  - a. Accounts payable
  - b. Accounting
  - c. Banking services not including customer transactions
  - d. Cash management
  - e. Planning, analysis, negotiation and workout (e.g., analytical support for various subsidiary projects and for long-range planning)
  - f. Risk management (which includes approval of and monitoring compliance with policies and procedures; each subsidiary has its own risk management committee to manage its hedging, financial derivative, and arbitrage activities as they relate to energy products; the Corporation in its oversight role may also review and approve certain transactions involving PG&E or the affiliates)
  - g. Reporting
11. Internal auditing
12. Insurance advice, services, and procurement
13. State, federal, and local lobbying and regulatory affairs
14. Analysis of regulatory or legislative actions
15. Legal services and support
16. Legal and regulatory compliance, including affiliate transactions rules compliance
17. Compliance and ethics activities
18. Environmental and safety
19. Corporate development
20. Computer, telecommunications, and technical systems support and maintenance (PG&E employees may have access to affiliate systems while providing support and maintenance on those systems. PG&E support may include Internet routing. Affiliate employees will only be allowed to provide support and maintenance for PG&E if they will not have access to any non-public PG&E information contained in a computer or information system, e.g., limited hardware maintenance or software development.)
21. Human resources planning and development services, including succession planning
22. Compensation and benefit services and plan procurement and management
23. Pension management
24. Development, interpretation, and application of employment policies
25. Creation and maintenance of employee records

26. Limited day or overnight use of PG&E meeting rooms or facilities (Rule II.B. affiliate employees would only be in attendance if their presence was necessary to perform shared corporate support functions and they had been invited by the entity hosting the meeting.)
27. Printing of documents for permitted shared services and corporate support functions
28. Corporate communications and public relations
29. Fleet services
30. Corporate security

PG&E considers that financial, accounting, and purchasing systems are included within sharable support systems. Affiliate employees sharing support systems with the Utility are not granted access to any confidential Utility information contained within those systems.

PG&E will continue to provide a hyperlink from its Internet site to that of PG&E Corporation. There will be no hyperlinks from the PG&E Internet site to affiliate Internet sites.

PG&E elected not to share key officers under Rule V.E. and notified the Commission of this election in a letter dated May 25, 2007. See Rule V.G.

#### **F. Corporate Identification and Advertising:**

- 1. A utility shall not trade upon, promote, or advertise its affiliate's affiliation with the utility, nor allow the utility name or logo to be used by the affiliate or in any material circulated by the affiliate, unless it discloses in plain legible or audible language, on the first page or at the first point where the utility name or logo appears that:**
  - a. the affiliate "is not the same company as [i.e. PG&E, Edison, the Gas Company, etc.], the utility,";**
  - b. the affiliate is not regulated by the California Public Utilities Commission; and**
  - c. "you do not have to buy [the affiliate's] products in order to continue to receive quality regulated services from the utility." The application of the name/logo disclaimer is limited to the use of the name or logo in California.**

PG&E implements this Rule as follows:

1. PG&E maintains a Corporate Identity and Brand Guidelines Internet site, [www.pgebrandguidelines.com](http://www.pgebrandguidelines.com) that provides the rules and procedures for using the PG&E brand logos and identity. The guidelines and the “logo finder” tool provide the following:
  - Clear guidance on required usage including disclosure statements across a variety of applications
  - Access to approved logos
  - Guidance on special requests (e.g., co-branding, alliances, etc.)
  - An email channel to reach subject matter experts for additional support and information.

The PG&E Corporate Identity Guidelines publication, also located at the Internet site, provides specific instructions to contact the Law Department when considering using the PG&E name or logo with alliances, branding, co-branding or endorsements (pages 14-15). PG&E expects to address affiliates more specifically when it updates this publication in 2014.

2. PG&E uses annual training or targeted communication to ensure affected employees remain familiar with this Rule.
3. PG&E does not interpret this Rule to cover situations where individuals unaffiliated with PG&E, its affiliates, and PG&E Corporation, remove the required disclaimers from materials circulated by affiliates or fail to include the disclaimer after being so notified by us.
4. The disclaimer is included either on the first page of the materials within an envelope or on the envelope.
5. PG&E in all cases interprets and applies this Rule to written material circulated in California by an affiliate for which potential customers of the affiliate are the intended or reasonably foreseeable recipients. The Rules are interpreted to also require the disclaimer to be used on technical and operational correspondence, and billing and invoices with an existing customer.

Disclaimers are required on written communications to procure goods and services from suppliers, to recruit employees, and other types of communications to California audiences other than regulators, governmental entities, and security holders and other members of the investment community. Oral communications, unless recorded and distributed for broadcast, do not include disclaimers. Communications or documents which originate with a supplier, vendor or other third party are not required to include the disclaimer.

6. The Rules are interpreted to require the use of the disclaimer on all signs, banners or posters on which PG&E affiliates use the name or logo at trade shows, conferences, fairs or similar events in California. In addition, all printed marketing and promotional items, such as business cards and marketing publications distributed at these events by an affiliate, are required to bear the appropriate disclaimer in the required font size, if they include the name or logo. Financial documents such as the PG&E Corporation Annual Report or 10-K do not require the disclaimer.
7. PG&E interprets the geographic limitation on this Rule to mean the disclaimer is required only where a California customer is the intended or reasonably foreseeable recipient of the communication. Thus, for communications originating outside California, the disclaimer is required to appear only when California locations are targeted. Communications directed to customers outside of California do not bear the disclaimer.
8. PG&E interprets the Rules to permit joint participation in trade shows, conferences, fairs and similar events outside California. The Rules are interpreted as not requiring the use of the name/logo disclaimer on signs, banners, posters, or printed marketing material at these out-of-state events.
9. Affiliate business cards containing either the name “PG&E” or the spotlight logo used by the Utility are required to bear a disclaimer if they are distributed in California or to California customers.

To adhere to the spirit of this Rule and to maintain the meaning of the Commission’s language while shortening it so it can be more easily read, noticed and understood by customers, PG&E has prepared the consolidated disclaimers below. The first disclaimer is generally used by all affiliates except those that are regulated by the Federal Energy Regulatory Commission or another agency, and therefore cannot appropriately employ the language proposed in the April 1998 amendment to the compliance plan, which would describe them as an “unregulated subsidiary of PG&E Corporation.”

All business cards of affiliates are required to include one of the two following disclaimers on the face of the cards if they are distributed in California or to California customers. Generally, affiliates that are not regulated by the Federal Energy Regulatory Commission or other agency, bear the following consolidated disclaimer on the face:


‘[Affiliate] is an unregulated subsidiary of PG&E Corporation.  
(see back)’


Affiliates that do not use the above consolidated disclaimer on the face of their business cards use the following consolidated disclaimer:

‘[Affiliate] is not the same company as Pacific Gas and Electric Company, the regulated Utility. (see back)’

The full disclaimers are required to appear on the back of all affiliate business cards distributed in California or to California customers.

The examples below contain the approximate type size ordered by the Commission in D.98-11-027.

 <b>PG&amp;E</b> <b>(Affiliate)</b>	xxx Street Name, Room xx Any City, State Name, xxxxx Mailing Address  PO Box xxxxx Any City, State Name, xxxxx  123.456.4741 Fax 123.456.7890 Internet name@affiliate.com
<b>Employee Name</b> Title Department	
PG&E [Affiliate] is an unregulated subsidiary of PG&E Corporation. (see back)	

 <b>PG&amp;E</b> <b>(Affiliate)</b>	xxx Street Name, Room xx Any City, State Name, xxxxx Mailing Address  PO Box xxxxx Any City, State Name, xxxxx  123.456.4741 Fax 123.456.7890 Internet name@affiliate.com
<b>Employee Name</b> Title Department	
PG&E [Affiliate] is not the same company as Pacific Gas and Electric Company, the regulated utility. (see back)	

PG&E [Affiliate] is not the same company as Pacific Gas and Electric Company, the utility; PG&E [Affiliate] is not regulated by the California Public Utilities Commission; and you do not have to buy PG&E [Affiliate] products in order to continue to receive quality regulated services from the utility.	
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10. Promotional items and other tangible objects distributed by affiliates in California are required to bear the full disclaimer. Due to the small size or irregular shape of some promotional items (e.g., golf tees, lapel pins), the affiliate must display the disclaimers on packaging materials such that the disclaimers are visible to the customer at the same time or before the name or logo does. The Rules are interpreted as not requiring a disclaimer on promotional items and other tangible objects distributed outside California.

Listed below are examples of promotional items that may be distributed to customers in California by the affiliates. These promotional items, and future similar promotional items, are required to have the disclaimer on a label on the item or on packaging surrounding the item.

- Package of golf tees
- Box of golf balls
- Flashlights and squeeze lights
- Clocks
- Notepad blocks of paper
- Lucite cubes
- Stuffed animals
- Key chain knives
- Ink pens or mechanical pencils
- Cups or mugs
- Bottles of wine
- Plastic night lights
- Foam rubber light bulbs
- Fanny packs, sacks or tote bags
- T-shirts and Polo shirts
- Caps and hats

In all cases, the disclaimer used is printed legibly in 6 point font, or larger. A larger font is used whenever required to meet the ½ font size legibility standard.

11. Use of the disclaimer for direct mail marketing. The Rules are interpreted to require the use of the disclaimer on either the envelope or the first sheet of the first item in the envelope which uses the name or logo, for direct mail sent to California addresses. The disclaimer is required to be legible, printed in the same direction as the other material on the page, and be no smaller than the larger of (a) ½ of the size of the font used in printing the name that accompanies the logo, or (b) 6 point type. PG&E interprets the Rules not to

require printing the disclaimer on every page, on other attachments in a direct mail package.

12. Authorized use of the name/logo by third parties. If an affiliate authorizes the use of the name or logo by a third party within California to advertise or market the affiliate's products and services, use of the name or logo is conditioned on the use of the appropriate disclaimer. The affiliate is required to take prompt action upon discovery of unauthorized or inappropriate use of the name or logo in the marketing or advertising of products and services by a third party, to stop the unauthorized or inappropriate use. Unauthorized use by a third party is not considered a violation. Other third party uses of the name or logo are not required to include the disclaimer.
13. Affiliate Press Releases. In the spirit of the Rules, affiliate press releases to the media within California, or where California customers are the primary audience for a wire service press release, are required to include the following or similar instructions to the media:

Please do not use "Pacific Gas and Electric" or "PG&E" when referring to [affiliate name]. [Affiliate Name] is not the same company as Pacific Gas and Electric Company and is not regulated by the California Public Utilities Commission and customers of Pacific Gas and Electric Company do not have to purchase products or services from [affiliate name] to continue receiving quality regulated service from Pacific Gas and Electric Company.
14. PG&E Corporation Press Releases. PG&E Corporation press releases are required to include the disclaimer only if they mention an affiliate using the PG&E name and the products and services offered for sale by the affiliate using the PG&E name.
15. Media interviews and inquiries. In the spirit of the Rules, representatives of the affiliates interviewed by the press within California, or where the resulting article is likely to appear in California, are required to remind news media representatives as appropriate about the relationship between PG&E and its affiliates, prior to the interview or inquiry either orally or in writing that the affiliate is separate from PG&E, and caution them to use the full name of the affiliate, and not to refer to the affiliate as PG&E or Pacific Gas and Electric Company. The Rules are interpreted as not requiring the affiliate representative to recite the disclaimer during the interview.
16. Use of the disclaimer in building signage. The Rules are interpreted to allow normal signage on the outside of buildings owned or utilized by the affiliates in California, without use of the disclaimer on the signage. Normal signage is limited to the company name, logo and address, and has the primary purpose

of identifying the business location. The Rules are interpreted to require the disclaimer on any disproportionately large sign, such as a billboard.

17. Institutional advertising by PG&E Corporation. PG&E Corporation may from time to time communicate with the public and security holders using, among other media, paid print or broadcast media advertising. PG&E Corporation does not sell products or services and does not have a marketing function, therefore PG&E interprets the Rules as not requiring the use of the disclaimer in such communications because of the investor relations nature of the communications and the non-affiliate status of the communicating entity.

Similarly, PG&E interprets the Rules to allow institutional or “brand” advertising by PG&E Corporation in California without inclusion of the disclaimer, provided that:

- a. PG&E Corporation does not exploit the connection of PG&E with the holding company’s unregulated subsidiaries. However, it is appropriate for PG&E Corporation to include factual characteristics of the consolidated group in an overall description of PG&E Corporation; and
- b. The advertisement does not identify the affiliates by name or logo.

Institutional or “brand” advertising is defined as paid advertising which communicates generally to the reader but does not communicate regarding any specific product or service and calls the reader to engage in a transaction based on the advertisement. This type of advertising is commonly undertaken by major corporations with diverse operating affiliates.

Any PG&E Corporation paid advertising in California that identifies an unregulated affiliate by name is required to make it clear that these services are performed by the affiliates and include the disclaimer in size and type required by the Commission.

18. The disclaimer is not required on communications with governmental bodies, where the parties involved either know or should have reason to know, the legal status of the interrelationship of the Utility and affiliates, and the communications are not related to product and service sales. The situations included in this item include financial reports to security holders and other members of the investment community, legal or regulatory proceedings, written communications with governmental bodies regarding actual or proposed legislation, and written communications to federal, state or municipal agencies which relate to an agency requirement or power (other than the power of the agency to buy products and services).
19. The disclaimer is not required on internal written communications between the holding company, the Utility, and any of the affiliates covered by the

Rules, provided that the internal communications are not also sent to third parties outside of the company.

”Legible” in the context of printed materials as it relates to Rule V. F., means that the disclaimer must be sized and displayed commensurate with the “signature” (i.e., the logo or name identification), so that the disclaimer is the larger of (a) ½ the size of the type which first displays the name or logo, or (b) 6 point type, and is positioned so that the reader will naturally focus on the disclaimer as easily as the “signature.” The disclaimer shall not be displayed upside down, sideways, in a different language, or in any other way which would have the effect of minimizing its appearance.

- 2. A utility, through action or words, shall not represent that, as a result of the affiliate’s affiliation with the utility, its affiliates will receive any different treatment than other service providers.**

PG&E uses annual training or targeted communication to ensure affected employees remain familiar with this Rule.

PG&E also covers this Rule when training newly hired customer service representatives and through ongoing instructions in its Customer Service General Reference Guide

([https://genref.comp.pge.com/system/selfservice.controller?CONFIGURATION=1000&PARTITION\\_ID=1&TIMEZONE\\_OFFSET=&CMD=STARTPAGEFRAMELESS](https://genref.comp.pge.com/system/selfservice.controller?CONFIGURATION=1000&PARTITION_ID=1&TIMEZONE_OFFSET=&CMD=STARTPAGEFRAMELESS) - key word “Corporate Affiliates”).

In 2014, PG&E will integrate this Rule in its customer service organization’s quality assurance and operational audit plans.

- 3. A utility shall not offer or provide to its affiliates advertising space in utility billing envelopes or any other form of utility customer written communication unless it provides access to all other unaffiliated service providers on the same terms and conditions.**

PG&E uses annual training or targeted communication to ensure affected employees remain familiar with this Rule.

PG&E also covers this Rule when training newly hired customer service representatives and through ongoing instructions in its Customer Service General Reference Guide

([https://genref.comp.pge.com/system/selfservice.controller?CONFIGURATION=1000&PARTITION\\_ID=1&TIMEZONE\\_OFFSET=&CMD=STARTPAGEFRAMELESS](https://genref.comp.pge.com/system/selfservice.controller?CONFIGURATION=1000&PARTITION_ID=1&TIMEZONE_OFFSET=&CMD=STARTPAGEFRAMELESS) - key word “Corporate Affiliates”).

In 2014, PG&E will integrate this Rule in its customer service organization’s quality assurance and operational audit plans.

- 4. A utility shall not participate in joint advertising or joint marketing with its affiliates. This prohibition means that utilities may not engage in activities which include, but are not limited to the following:**
- a. A utility shall not participate with its affiliates in joint sales calls, through joint call centers or otherwise, or joint proposals (including responses to requests for proposals (RFPs)) to existing or potential customers. At a customer's unsolicited request, a utility may participate, on a nondiscriminatory basis, in non-sales meetings with its affiliates or any other market participant to discuss technical or operational subjects regarding the utility's provision of transportation service to the customer;**
  - b. Except as otherwise provided for by these Rules, a utility shall not participate in any joint activity with its affiliates. The term "joint activities" includes, but is not limited to, advertising, sales, marketing, communications and correspondence with any existing or potential customer;**
  - c. A utility shall not participate with its affiliates in trade shows, conferences, or other information or marketing events held in California.**

PG&E uses annual training or targeted communication to ensure affected employees remain familiar with this Rule.

PG&E interprets this Rule as permitting PG&E's participation, at a customer's request and on a non-discriminatory basis, at a meeting the customer has not indicated to be a "sales meeting," and at which an affiliate is also present. If PG&E attends such a meeting and sales matters are discussed, PG&E's role is limited to technical or operational information regarding the Utility's provision of service to the customer.

Utility employees must not participate in any discussion of any prohibited topic when an affiliate employee is present. Should a prohibited topic arise in such a meeting, Utility employees are instructed to either request that parties refrain from discussing the prohibited topic while they are present or leave the meeting until the discussion of the prohibited topic has concluded. PG&E does not interpret attending such a meeting, or a trade show, conference, or other public marketing event where PG&E and affiliate attendance is not coordinated, to be a reportable transaction under these Rules or the rules in D.93-02-019.

PG&E interprets the Rules to permit joint participation in trade shows, conferences, fairs and similar events outside California.

5. **A utility shall not share or subsidize costs, fees, or payments with its affiliates associated with research and development activities or investment in advanced technology research.**

PG&E uses annual training or targeted communication to ensure affected employees remain familiar with this Rule.

#### **G. Employees:**

1. **Except as permitted in Rule V E (corporate support), a utility and its affiliates shall not jointly employ the same employees. This Rule prohibiting joint employees also applies to Board Directors, and corporate officers except for the following circumstances: In instances when this Rule is applicable to holding companies, any board member or corporate officer may serve on the holding company and with either the utility or affiliate (but not both) to the extent consistent with Rule V E (corporate support). Where the utility is a multi-state utility, is not a member of a holding company structure, and assumes the corporate governance functions for the affiliates, the prohibition against any board member or corporate officer of the utility also serving as a board member or corporate officer of an affiliate shall only apply to affiliates that operate within California. In the case of shared directors and officers, a corporate officer from the utility and holding company shall describe and verify in the utility's compliance plan required by Rule VI the adequacy of the specific mechanisms and procedures in place to ensure that the utility is not utilizing shared officers and directors as a conduit to circumvent any of these Rules. In its compliance plan, the utility shall list all shared directors and officers between the utility and affiliates. No later than 30 days following a change to this list, the utility shall notify the Commission's Energy Division and the parties on the service list of R.97-04-011/I.97-04-012 of any change to this list.**

PG&E does not jointly employ employees, members of the Boards of Directors, or officers with its affiliates covered under Rule II.B. Rule V.G.1 excepts from its prohibition the corporate support services permitted under Rule V.E. Therefore, members of the Board of Directors and officers (except for key officers) may and will continue to serve as such for both PG&E Corporation and PG&E. The following individuals serve concurrently as officers or Directors of PG&E Corporation and PG&E:

## **OFFICERS**

Harvey, Kent M.	Senior Vice President and Chief Financial Officer (PG&E Corporation)
	Senior Vice President, Financial Services (Pacific Gas and Electric Company)
Pruett, Greg S.	Senior Vice President, Corporate Affairs (PG&E Corporation and Pacific Gas and Electric Company)
Simon, John R.	Senior Vice President, Human Resources (PG&E Corporation and Pacific Gas and Electric Company)
Bijur, Nicholas M.	Vice President and Treasurer (PG&E Corporation and Pacific Gas and Electric Company)
Cairns, Stephen J.	Vice President, Internal Audit and Compliance (PG&E Corporation and Pacific Gas and Electric Company)
Caron, Mark T.	Vice President, Tax (PG&E Corporation and Pacific Gas and Electric Company)
Cheng, Linda Y.H.	Vice President, Corporate Governance and Corporate Secretary (PG&E Corporation and Pacific Gas and Electric Company)
Mistry, Dinyar B.	Vice President and Controller (PG&E Corporation)
	Vice President, Chief Financial Officer and Controller (Pacific Gas and Electric Company)
Suri, Anil K.	Vice President and Chief Risk and Audit Officer (PG&E Corporation and Pacific Gas and Electric Company)
Chan, Eileen O.	Assistant Corporate Secretary (PG&E Corporation and Pacific Gas and Electric Company)
Lee, Wondy S.	Assistant Corporate Secretary (PG&E Corporation and Pacific Gas and Electric Company)
Montizambert, Eric	Assistant Corporate Secretary (PG&E Corporation and Pacific Gas and Electric Company)

## **DIRECTORS**

Chew, Lewis	Director (PG&E Corporation and Pacific Gas and Electric Company)
Earley, Anthony F., Jr.	Director (PG&E Corporation and Pacific Gas and Electric Company)
Fowler, Fred J.	Director (PG&E Corporation and Pacific Gas and Electric Company)
Herringer, Maryellen C.	Director (PG&E Corporation and Pacific Gas and Electric Company)
Kelly, Richard C.	Director (PG&E Corporation and Pacific Gas and Electric Company)
Kimmel, Roger H.	Director (PG&E Corporation and Pacific Gas and Electric Company)
Meserve, Dr. Richard A.	Director (PG&E Corporation and Pacific Gas and Electric Company)
Miller, Forrest E.	Director (PG&E Corporation and Pacific Gas and Electric Company)
Parra, Rosendo G	Director (PG&E Corporation and Pacific Gas and Electric Company)
Rambo, Barbara L.	Director (PG&E Corporation and Pacific Gas and Electric Company)
Williams, Barry Lawson	Director (PG&E Corporation and Pacific Gas and Electric Company)

Further, because this Rule excepts from its prohibition the corporate support services permitted under Rule V.E., officers and members of the Board of Directors performing authorized corporate support services may be shared among PG&E Corporation and any of its subsidiaries. The following individuals serve concurrently

as officers or Directors of PG&E Corporation, Pacific Gas and Electric Company, and affiliates:

Harvey, Kent M.	Senior Vice President and Chief Financial Officer (PG&E Corporation); Senior Vice President, Financial Services (Pacific Gas and Electric Company); Director, President and Chief Financial Officer (PG&E Corporate Support Services II, Inc.)
Simon, John R.	Senior Vice President, Human Resources (PG&E Corporation and Pacific Gas and Electric Company); Board of Control Member, President and Chief Executive Officer (PG&E Real Estate, LLC)
Cheng, Linda Y.H.	Vice President Corporate Governance and Corporate Secretary (PG&E Corporation, Pacific Gas and Electric Company); Fuelco LLC (Assistant Secretary); Secretary for multiple affiliates
Mistry, Dinyar B.	Vice President and Controller (PG&E Corporation); Vice President, Chief Financial Officer and Controller (Pacific Gas and Electric Company); Director or Controller for multiple affiliates)
Bijur, Nicholas M.	Vice President and Treasurer (PG&E Corporation and Pacific Gas and Electric Company); Treasurer for multiple affiliates
Chan, Eileen	Assistant Corporate Secretary (PG&E Corporation, Pacific Gas and Electric Company); Assistant Secretary for multiple affiliates
Lee, Wondy S.	Assistant Corporate Secretary (PG&E Corporation, Pacific Gas and Electric Company); Assistant Secretary for multiple affiliates
Montizambert, Eric	Assistant Corporate Secretary (PG&E Corporation, Pacific Gas and Electric Company); Assistant Secretary for multiple affiliates

PG&E will notify the Commission's Energy Division and parties of the service list of R.97-04-011/I.97-04-012 no later than 30 days following any change to these lists.

**2. All employee movement between a utility and its affiliates shall be consistent with the following provisions:**

- a. A utility shall track and report to the Commission all employee movement between the utility and affiliates. The utility shall report this information annually pursuant to our Affiliate Transaction Reporting Decision, D.93-02-016, 48 CPUC2d 163, 171-172 and 180 (Appendix A, Section I and Section II H.).**

PG&E's RISK-4302S Affiliated Company Transactions Standard (<http://pgeatwork/Guidance/RiskCompliance/Pages/default.aspx>) provides guidance for compliance with this Rule. This standard is updated at least every two years and communicated to relevant Utility personnel.



PG&E's HR/SAP system tracks this employee movement and is able to provide periodic reports.

PG&E will continue to report employee movement in its Annual Affiliate Transaction Report, as required by this Rule.

- b. Once an employee of a utility becomes an employee of an affiliate, the employee may not return to the utility for a period of one year. This Rule is inapplicable if the affiliate to which the employee transfers goes out of business during the one-year period. In the event that such an employee returns to the utility, such employee cannot be retransferred, reassigned, or otherwise employed by the affiliate for a period of two years. Employees transferring from the utility to the affiliate are expressly prohibited from using information gained from the utility in a discriminatory or exclusive fashion, to the benefit of the affiliate or to the detriment of other unaffiliated service providers.**

PG&E's RISK-4302S Affiliated Company Transactions Standard (<http://pgeatwork/Guidance/RiskCompliance/Pages/default.aspx>) provides guidance for compliance with this Rule. This standard is updated at least every two years and communicated to relevant Utility personnel.

PG&E uses annual training or targeted communication to ensure affected employees remain familiar with this Rule.

PG&E's HR/SAP system tracks this employee movement and is able to provide periodic reports.

Going out of business includes sale of a company or significant reorganization resulting in elimination of a function.

See also Compliance Plan for Rules III.E.5 and IV.A, above, regarding the use of proprietary information gained from the Utility.

- c. When an employee of a utility is transferred, assigned, or otherwise employed by the affiliate, the affiliate shall make a one-time payment to the utility in an amount equivalent to 25% of the employee's base annual compensation, unless the utility can demonstrate that some lesser percentage (equal to at least 15%) is appropriate for the class of employee included. In the limited case where a rank-and-file (non-executive) employee's position is eliminated as a result of electric industry restructuring, a utility may demonstrate that no fee or a lesser percentage than 15% is appropriate. All such fees paid to the utility shall be accounted for in a separate memorandum account to track them for future ratemaking treatment (i.e. credited to the Electric Revenue Adjustment Account or the Core and Noncore Gas Fixed Cost Accounts,**

or other ratemaking treatment, as appropriate), on an annual basis, or as otherwise necessary to ensure that the utility's ratepayers receive the fees. This transfer payment provision will not apply to clerical workers. Nor will it apply to the initial transfer of employees to the utility's holding company to perform corporate support functions or to a separate affiliate performing corporate support functions, provided that that transfer is made during the initial implementation period of these rules or pursuant to a § 851 application or other Commission proceeding. However, the rule will apply to any subsequent transfers or assignments between a utility and its affiliates of all covered employees at a later time.

PG&E's RISK-4302S Affiliated Company Transactions Standard (<http://pgeatwork/Guidance/RiskCompliance/Pages/default.aspx>) provides guidance for compliance with this Rule. This standard is updated at least every two years and communicated to relevant Utility personnel.

This one-time fee is paid only once for any individual employee. For purposes of this Rule, "clerical workers" are deemed to include administrative and non-technical employees without specific utility-related skills. Some clerical workers are covered by a labor agreement, and others are not.

The memorandum accounts to account for the transfer fees have been established as described in Advice Letter 2167-G/1891-E.

- d. Any utility employee hired by an affiliate shall not remove or otherwise provide information to the affiliate which the affiliate would otherwise be precluded from having pursuant to these Rules.**

Pacific Gas and Electric Company's Employee Code of Conduct (Internet [http://www.pge-corp.com/aboutus/corp\\_gov/cocoe.shtml](http://www.pge-corp.com/aboutus/corp_gov/cocoe.shtml)) provides that employees may not use or disclose confidential or proprietary information acquired during employment.

A "Checklist for Departing Employees" ([http://pgeweb/services/ManagingNonrepresentedEmployees/Documents/departing\\_ee\\_checklist.pdf](http://pgeweb/services/ManagingNonrepresentedEmployees/Documents/departing_ee_checklist.pdf)) is a tool to help supervisors ensure that employees who leave Pacific Gas and Electric Company do not maintain access authorizations (e.g., building or network), intellectual property, or utility property upon their departure. The checklist is referenced in the online process to separate a Utility employee from employment ([https://myportal.pge.com/sapportal/documents/my\\_staff/PCR\\_Request\\_for\\_Separation\\_Job\\_Aid.pdf](https://myportal.pge.com/sapportal/documents/my_staff/PCR_Request_for_Separation_Job_Aid.pdf)).

- e. **A utility shall not make temporary or intermittent assignments, or rotations to its energy marketing affiliates. Utility employees not involved in marketing may be used on a temporary basis (less than 30% of an employee's chargeable time in any calendar year) by affiliates not engaged in energy marketing only if:**
  - i. **All such use is documented, priced and reported in accordance with these Rules and existing Commission reporting requirements, except that when the affiliate obtains the services of a non-executive employee, compensation to the utility should be priced at a minimum of the greater of fully loaded cost plus 10% of direct labor cost, or fair market value. When the affiliate obtains the services of an executive employee, compensation to the utility should be priced at a minimum of the greater of fully loaded cost plus 15% of direct labor cost, or fair market value.**
  - ii. **Utility needs for utility employees always take priority over any affiliate requests;**
  - iii. **No more than 5% of full time equivalent utility employees may be on loan at a given time;**
  - iv. **Utility employees agree, in writing, that they will abide by these Affiliate Transaction Rules; and**
  - v. **Affiliate use of utility employees must be conducted pursuant to a written agreement approved by appropriate utility and affiliate officers.**

PG&E has procedures that govern temporary or intermittent assignments, or rotations:

- Temporary Assignment to Affiliates  
(<http://pgeatwork/Guidance/HumanResources/Pages/Recruiting%20and%20Hiring%20-%209000.aspx>)
- RISK-4302S Affiliated Company Transactions Standard  
(<http://pgeatwork/Guidance/RiskCompliance/Pages/default.aspx>).

**H. Transfer of Goods and Services: To the extent that these Rules do not prohibit transfers of goods and services between a utility and its affiliates, and except for as provided by Rule V.G.2.e, all such transfers shall be subject to the following pricing provisions:**

This Rule does not apply to PG&E Corporation, which is not engaged in the provision of products or services as set out in Rule II.B., and thus is not an “affiliate” under these Rules. As a result, this Rule does not supersede D.96-11-017 as to transfers from PG&E to PG&E Corporation. Likewise, these Rules do not

specifically address transfers of assets, including intellectual property, so PG&E continues to follow the rules adopted by D.96-11-017 in this regard.

PG&E's RISK-4302S Affiliated Company Transactions Standard (<http://pgeatwork/Guidance/RiskCompliance/Pages/default.aspx>) provides guidance for compliance with all of Rule V.H. This standard is updated at least every two years and communicated to relevant Utility personnel.

Sales or purchases made pursuant to an open competitive bid where an affiliate is involved in the winning bid(s) are transfer-priced using the appropriate Rule for goods and services produced, purchased or developed for sale. The winning bid price is considered fair market value.

- 1. Transfers from the utility to its affiliates of goods and services produced, purchased or developed for sale on the open market by the utility will be priced at fair market value.**
- 2. Transfers from an affiliate to the utility of goods and services produced, purchased or developed for sale on the open market by the affiliate shall be priced at no more than fair market value.**

PG&E interprets tariff or list price to be fair market value.

- 3. For goods or services for which the price is regulated by a state or federal agency, that price shall be deemed to be the fair market value, except that in cases where more than one state commission regulates the price of goods or services, this Commission's pricing provisions govern.**

See Compliance Plan for Rule IV.H.

- 4. Goods and services produced, purchased or developed for sale on the open market by the utility will be provided to its affiliates and unaffiliated companies on a nondiscriminatory basis, except as otherwise required or permitted by these Rules or applicable law.**
- 5. Transfers from the utility to its affiliates of goods and services not produced, purchased or developed for sale by the utility will be priced at fully loaded cost plus 5% of direct labor cost.**
- 6. Transfers from an affiliate to the utility of goods and services not produced, purchased or developed for sale by the affiliate will be priced at the lower of fully loaded cost or fair market value.**

PG&E interprets this Rule in accord with Rule II.B., as applying only to Utility transfers with affiliates engaging in the provision of a product using or relating to the use of gas or electricity and not to transactions with affiliates engaged in other

functions such as the provision of financial services or permitted corporate support services.

## **VI. Regulatory Oversight**

- A. Compliance Plans:** No later than June 30, 2007, each utility shall file a compliance plan by advice letter with the Energy Division of the Commission. The compliance plan shall include:

- 1. A list of all affiliates of the utility, as defined in Rule I A of these Rules, and for each affiliate, its purpose or activities, and whether the utility claims that Rule II B makes these Rules applicable to the affiliate;**

PG&E filed its most recent Compliance Plan on June 28, 2013, (AL 3396-G/4244-E) in compliance with this Rule. Appendix 2 to that plan lists all affiliates in accordance with this Rule.

- 2. A demonstration of the procedures in place to assure compliance with these Rules.**

**The utility's compliance plan shall be in effect between the filing and a Commission determination of the advice letter. A utility shall file a compliance plan annually thereafter by advice letter where there is some change in the compliance plan (i.e., when there has been a change in the purpose or activities of an affiliate, a new affiliate has been created, or the utility has changed the compliance plan for any other reason).**

PG&E makes this filing in compliance with this Rule.

- B. New Affiliate Compliance Plans:** Upon the creation of a new affiliate the utility shall immediately notify the Commission of the creation of the new affiliate, as well as posting notice on its electronic bulletin board. No later than 60 days after the creation of this affiliate, the utility shall file an advice letter with the Energy Division of the Commission. The advice letter shall state the affiliate's purpose or activities, whether the utility claims that Rule II B makes these Rules applicable to the affiliate, and shall include a demonstration to the Commission that there are adequate procedures in place that will ensure compliance with these Rules.

PG&E has a process to immediately notify the CPUC of the creation of any new affiliate and post notice on its electronic bulletin board at <http://pgeweb/finance/risk/compliance/Pages/affiliaterules.aspx>. No later than 60 days after the creation of each new affiliate, PG&E files an advice letter with the CPUC's Energy Division, served on all parties to the proceeding, demonstrating how PG&E will implement these Rules with respect to the new affiliate.

- C. Affiliate Audit:** The Commission's Energy Division shall have audits performed biennially by independent auditors. The audits shall cover the last two calendar years which end on December 31, and shall verify that the utility is in compliance with the Rules set forth herein. The Energy Division shall post the audit reports on the Commission's web site. The audits shall be at shareholder expense.

PG&E will follow this Rule as stated and will cooperate with the Energy Division during the audit. The full costs of these audits will be charged to PG&E shareholders.

- D. Witness Availability:** Affiliate officers and employees shall be made available to testify before the Commission as necessary or required, without subpoena, consistent with the provisions of Public Utilities Code Sections 314 and 701, the conditions in the Commission's orders authorizing the utilities' holding companies and/or mergers and these Rules.

PG&E will continue to make all affiliate officers and employees available to testify before the CPUC as necessary or required, without subpoena, consistent with the provisions of Public Utility Code Section 314 and D.96-11-017.

- E. Officer Certification.** No later than March 31 of each year, the key officers of a utility and its parent holding company, as defined in Rule V E (corporate support), shall certify to the Energy Division of the Commission in writing under penalty of perjury that each has personally complied with these Rules during the prior calendar year. The certification shall state:

I, [name], hold the office of [title] at [name of utility or holding company], and occupied this position from January 1, [year] to December 31 [year]. I hereby certify that I have reviewed the Affiliate Transaction Rules Applicable to Large California Energy Utilities of the California Public Utilities Commission and I am familiar with the provisions therein. I further certify that for the above period, I followed these Rules and am not aware of any violations of them, other than the following: [list or state "none"].

I swear/affirm these representations under penalty of perjury of the laws of the State of California.

\_\_\_\_\_[Signature]  
Executed at \_\_\_\_\_ [City], County of \_\_\_\_\_, on \_\_\_\_\_ [Date]

The certification will not include violations, if any, already reported to the Commission or publicly posted during the reporting period. Nor will the certificate include audits or investigations, if any, in progress at the end of the reporting period. If violations are found in ongoing audits or investigations, they will be posted or reported consistent with this Compliance Plan. PG&E complied with this Rule by submitting the most recent officer certifications to the Energy Division on March 25, 2014, and will continue to do so annually.

## **VII. Utility Products and Services**

**A. General Rule:** Except as provided for in these Rules, new products and services shall be offered through affiliates.

**B. Definitions:** The following definitions apply for the purposes of Rule VII:

- 1. “Category”** refers to a factually similar group of products and services that use the same type of utility assets or capacity. For example, “leases of land under utility transmission lines” or “use of a utility repair shop for third party equipment repair” would each constitute a separate product or service category.
- 2. “Existing”** products and services are those which a utility is offering on the effective date of these Rules.
- 3. “Products”** include use of property, both real and intellectual, other than those uses authorized under General Order 69-C.
- 4. “Tariff”** or “tariffed” refers to rates, terms and conditions of services as approved by this Commission or the Federal Energy Regulatory Commission (FERC), whether by traditional tariff, approved contract or other such approval process as the Commission or the FERC may deem appropriate.

**C. Utility Products and Services:** Except as provided in these Rules, a utility shall not offer nontariffed products and services. In no event shall a utility offer natural gas or electricity commodity service on a nontariffed basis. A utility may only offer for sale the following products and services:

- 1. Existing** products and services offered by the utility pursuant to tariff;
- 2. Unbundled** versions of existing utility products and services, with the unbundled versions being offered on a tariffed basis;
- 3. New** products and services that are offered on a tariffed basis; and
- 4. Products and services** which are offered on a nontariffed basis and which meet the following conditions:
  - a. The nontariffed** product or service utilizes a portion of a utility asset or capacity;
  - b. such asset or capacity** has been acquired for the purpose of and is necessary and useful in providing tariffed utility services;



- c. the involved portion of such asset or capacity may be used to offer the product or service on a nontariffed basis without adversely affecting the cost, quality or reliability of tariffed utility products and services;
  - d. the products and services can be marketed with minimal or no incremental ratepayer capital, minimal or no new forms of liability or business risk being incurred by utility ratepayers, and no undue diversion of utility management attention; and
  - e. The utility's offering of such nontariffed product or service does not violate any law, regulation, or Commission policy regarding anticompetitive practices.
- D. Conditions Precedent to Offering New Products and Services:** This Rule does not represent an endorsement by the Commission of any particular nontariffed utility product or service. A utility may offer new nontariffed products and services only if the Commission has adopted and the utility has established:
- 1. A mechanism or accounting standard for allocating costs to each new product or service to prevent cross-subsidization between services a utility would continue to provide on a tariffed basis and those it would provide on a nontariffed basis;
  - 2. A reasonable mechanism for treatment of benefits and revenues derived from offering such products and services, except that in the event the Commission has already approved a performance-based ratemaking mechanism for the utility and the utility seeks a different sharing mechanism, the utility should petition to modify the performance-based ratemaking decision if it wishes to alter the sharing mechanism, or clearly justify why this procedure is inappropriate, rather than doing so by application or other vehicle.
  - 3. Periodic reporting requirements regarding pertinent information related to nontariffed products and services; and
  - 4. Periodic auditing of the costs allocated to and the revenues derived from nontariffed products and services.
- E. Requirement to File an Advice Letter:** Prior to offering a new category of nontariffed products or services as set forth in Rule VII C above, a utility shall file an advice letter in compliance with the following provisions of this paragraph.

- 1. The advice letter shall:**
  - a. demonstrate compliance with these rules;**
  - b. address the amount of utility assets dedicated to the non-utility venture, in order to ensure that a given product or service does not threaten the provision of utility service, and show that the new product or service will not result in a degradation of cost, quality, or reliability of tariffed goods and services;**
  - c. address the potential impact of the new product or service on competition in the relevant market including but not limited to the degree in which the relevant market is already competitive in nature and the degree to which the new category of products or services is projected to affect that market.**
  - d. be served on the service list of Rulemaking 97-04-011/Investigation 97-04-012, as well as on any other party appropriately designated by the rules governing the Commission's advice letter process.**
- 2. For categories of nontariffed products or services targeted and offered to less than 1% of the number of customers in the utility's customer base, in the absence of a protest alleging non-compliance with these Rules or any law, regulation, decision, or Commission policy, or allegations of harm, the utility may commence offering the product or service 30 days after submission of the advice letter. For categories of nontariffed products or services targeted and offered to 1% or more of the number of customers in the utility's customer base, the utility may commence offering the product or service after the Commission approves the advice letter through the normal advice letter process.**
- 3. A protest of an advice letter filed in accordance with this paragraph shall include:**
  - a. An explanation of the specific Rules, or any law, regulation, decision, or Commission policy the utility will allegedly violate by offering the proposed product or service, with reasonable factual detail; or**
  - b. An explanation of the specific harm the protestant will allegedly suffer.**
- 4. If such a protest is filed, the utility may file a motion to dismiss the protest within 5 working days if it believes the protestant has failed to provide the minimum grounds for protest required above. The protestant has 5 working days to respond to the motion.**

5. The intention of the Commission is to make its best reasonable efforts to rule on such a motion to dismiss promptly. Absent a ruling granting a motion to dismiss, the utility shall begin offering that category of products and services only after Commission approval through the normal advice letter process.
- F. **Existing Offerings:** Unless and until further Commission order to the contrary as a result of the advice letter filing or otherwise, a utility that is offering tarified or nontarified products and services, as of the effective date of this decision, may continue to offer such products and services, provided that the utility complies with the cost allocation and reporting requirements in this rule. No later than January 30, 1998, each utility shall submit an advice letter describing the existing products and services (both tarified and nontarified) currently being offered by the utility and the number of the Commission decision or advice letter approving this offering, if any, and requesting authorization or continuing authorization for the utility's continued provision of this product or service in compliance with the criteria set forth in Rule VII. This requirement applies to both existing products and services explicitly approved and not explicitly approved by the Commission.
- G. **Section 851 Application:** A utility must continue to comply fully with the provisions of Public Utilities Code Section 851 when necessary or useful utility property is sold, leased, assigned, mortgaged, disposed of, or otherwise encumbered as part of a nontarified product or service offering by the utility. If an application pursuant to Section 851 is submitted, the utility need not file a separate advice letter, but shall include in the application those items which would otherwise appear in the advice letter as required in this Rule.
- H. **Periodic Reporting of Nontarified Products and Services:** Any utility offering nontarified products and services shall file periodic reports with the Commission's Energy Division twice annually for the first two years following the effective date of these Rules, then annually thereafter unless otherwise directed by the Commission. The utility shall serve periodic reports on the service list of this proceeding. The periodic reports shall contain the following information:
1. A description of each existing or new category of nontarified products and services and the authority under which it is offered;
  2. A description of the types and quantities of products and services contained within each category (so that, for example, "leases for agricultural nurseries at 15 sites" might be listed under the category "leases of land under utility transmission lines," although the utility would not be required to provide the details regarding each individual lease);
  3. The costs allocated to and revenues derived from each category;

**4. Current information on the proportion of relevant utility assets used to offer each category of product and service.**

- I. Offering of Nontariffed Products and Services to Affiliates: Nontariffed products and services which are allowed by this Rule may be offered to utility affiliates only in compliance with all other provisions of these Affiliate Rules. Similarly, this Rule does not prohibit affiliate transactions which are otherwise allowed by all other provisions of these Affiliate Rules.**

PG&E has issued requirements related to the annual report in CUST-4501S CPUC NTP&S Annual Report Filing Standard, which is available in PG&E's Guidance Document Library (<http://pgeatwork/Guidance/CustomerCare/Pages/default.aspx>).

PG&E filed its most recent Report on Non-Tariffed Products and Services on May 7, 2014, and will continue to do so annually.

PG&E uses annual training or targeted communication to ensure affected employees remain familiar with this Rule.

## **VIII. Complaint Procedures and Remedies**

**A. The Commission shall strictly enforce these rules. Each act or failure to act by a utility in violation of these rules may be considered a separate occurrence.**

**B. Standing:**

- 1. Any person or corporation as defined in Sections 204, 205 and 206 of the California Public Utilities Code may complain to the Commission or to a utility in writing, setting forth any act or thing done or omitted to be done by any utility or affiliate in violation or claimed violation of any rule set forth in this document.**
- 2. “Whistleblower complaints” will be accepted and the confidentiality of complainant will be maintained until conclusion of an investigation or indefinitely, if so requested by the whistleblower. When a whistleblower requests anonymity, the Commission will continue to pursue the complaint only where it has elected to convert it into a Commission initiated investigation. Regardless of the complainant’s status, the defendant shall file a timely answer to the complaint.**

**C. Procedure:**

- 1. All complaints shall be filed as formal complaints with the Commission and complainants shall provide a copy to the utility’s designated officer (as described below) on the same day that the complaint is filed.**
- 2. Each utility shall designate an Affiliate Compliance Manager who is responsible for compliance with these affiliate rules and the utility’s compliance plan adopted pursuant to these rules. Such officer shall also be responsible for receiving, investigating and attempting to resolve complaints. The Affiliate Compliance Manager may, however, delegate responsibilities to other officers and employees.**

PG&E has designated an employee in its Compliance and Ethics Department as its Affiliate Compliance Manager. Any complaints received are logged in and managed through PG&E’s enterprise Compliance and Ethics Helpline, and any such complaints are investigated and managed in accordance with this Rule.

- a. The utility shall investigate and attempt to resolve the complaint. The resolution process shall include a meet-and-confer session with the complainant. A Commission staff member may, upon request by the utility or the complainant, participate in such meet-and confer sessions and shall participate in the case of a whistleblower complaint.**

**A party filing a complaint may seek a temporary restraining order at the time the formal complaint is filed. The defendant utility and other interested parties may file responses to a request for a temporary restraining order within 10 days of the filing of the request. An assigned commissioner or administrative law judge may shorten the period for responses, where appropriate. An assigned commissioner or administrative law judge, or the Commission shall act on the request for a temporary restraining order within 30 days. The request may be granted when: (1) the moving party is reasonably likely to prevail on the merits, and (2) temporary restraining order relief is necessary to avoid irreparable injury, will not substantially harm other parties, and is consistent with the public interest.**

**A notice of temporary restraining order issued by an assigned commissioner or administrative law judge will only stay in effect until the end of the day of the next regularly-scheduled Commission meeting at which the Commission can issue a temporary restraining order or a preliminary injunction. If the Commission declines to issue a temporary restraining order or a preliminary injunction, the notice of temporary restraining order will be immediately lifted. Whether or not a temporary restraining order or a preliminary injunction is issued, the underlying complaint may still move forward.**

- b. The utility shall prepare and preserve a report on each complaint, all relevant dates, companies, customers, and employees involved, and if applicable, the resolution reached, the date of the resolution and any actions taken to prevent further violations from occurring. The report shall be provided to the Commission and all parties within four weeks of the date the complaint was filed. In addition, to providing hard copies, the utility shall also provide electronic copies to the Commission and to any party providing an e-mail address.**
  - c. Each utility shall file annually with the Commission a report detailing the nature and status of all complaints.**
  - d. The Commission may, notwithstanding any resolution reached by the utility and the complainant, convert a complaint to an investigation and determine whether the utility violated these rules, and impose any appropriate penalties under Section VIII.D. or any other remedies provided by the Commission's rules or the Public Utilities Code.**
- 3. The utility will inform the Commission's Energy Division and Consumer Services Division of the results of this dispute resolution process. If the dispute is resolved, the utility shall inform the Commission staff of the**

actions taken to resolve the complaint and the date the complaint was resolved.

4. If the utility and the complainant cannot reach a resolution of the complaint, the utility will so inform the Commission's Energy Division. It will also file an answer to the complaint within 30 days of the issuance by the Commission's Docket Office of instructions to answer the original complaint. Within 10 business days of notice of failure to resolve the complaint, Energy Division staff will meet and confer with the utility and the complainant and propose actions to resolve the complaint. Under the circumstances where the complainant and the utility cannot resolve the complaint, the Commission shall strive to resolve the complaint within 180 days of the date the instructions to answer are served on the utility.
5. The Commission shall maintain on its web page a public log of all new, pending and resolved complaints. The Commission shall update the log at least once every week. The log shall specify, at a minimum, the date the complaint was received, the specific allegations contained in the complaint, the date the complaint was resolved and the manner in which it was resolved, and a description of any similar complaints, including the resolution of such similar complaints.
6. Preliminary Discussions
  - a. Prior to filing a formal complaint, a potential complainant may contact the responsible utility officer and/or the Energy Division to inform them of the possible violation of the affiliate rules. If the potential complainant seeks an informal meeting with the utility to discuss the complaint, the utility shall make reasonable efforts to arrange such a meeting. Upon mutual agreement, Energy Division staff and interested parties may attend any such meeting.
  - b. If a potential complainant makes an informal contact with a utility regarding an alleged violation of the affiliate transaction rules, the utility officer in charge of affiliate compliance shall respond in writing to the potential complainant within 15 business days. The response would state whether or not the issues raised by the potential complainant require further investigation. (The potential complainant does not have to rely on the responses in deciding whether to file a formal complaint.)

## **D. Remedies**

- 1. When enforcing these rules or any order of the Commission regarding these rules, the Commission may do any or all of the following:**
  - a. Order a utility to stop doing something that violates these rules;**
  - b. Prospectively limit or restrict the amount, percentage, or value of transactions entered into between the utility and its affiliate(s);**
  - c. Assess fines or other penalties;**
  - d. Prohibit the utility from allowing its affiliate(s) to utilize the name and logo of the utility, either on a temporary or a permanent basis;**
  - e. Apply any other remedy available to the Commission.**
- 2. Any public utility which violates a provision of these rules is subject to a fine of not less than five hundred dollars (\$500), nor more than \$20,000 for each offense. The remainder of this subsection distills the principles that the Commission has historically relied upon in assessing fines and restates them in a manner that will form the analytical foundation for future decisions in which fines are assessed. Before discussing those principles, reparations are distinguished.**

### **a. Reparations**

**Reparations are not fines and conceptually should not be included in setting the amount of a fine. Reparations are refunds of excessive or discriminatory amounts collected by a public utility. PU Code § 734. The purpose is to return funds to the victim which were unlawfully collected by the public utility. Accordingly, the statute requires that all reparation amounts are paid to the victims. Unclaimed reparations generally escheat to the state, Code of Civil Procedure § 1519.5, unless equitable or other authority directs otherwise, e.g., Public Utilities Code § 394.9.**

### **b. Fines**

**The purpose of a fine is to go beyond restitution to the victim and to effectively deter further violations by this perpetrator or others. For this reason, fines are paid to the State of California, rather than to victims.**

**Effective deterrence creates an incentive for public utilities to avoid violations. Deterrence is particularly important against violations which could result in public harm, and particularly against those where severe consequences could result. To capture these ideas, the two general factors used by the Commission in setting fines are: (1) severity of the offense**



and (2) conduct of the utility. These help guide the Commission in setting fines which are proportionate to the violation.

**i. Severity of the Offense**

The severity of the offense includes several considerations. Economic harm reflects the amount of expense which was imposed upon the victims, as well as any unlawful benefits gained by the public utility. Generally, the greater of these two amounts will be used in establishing the fine. In comparison, violations which caused actual physical harm to people or property are generally considered the most severe, with violations that threatened such harm closely following. The fact that the economic harm may be difficult to quantify does not itself diminish the severity or the need for sanctions. For example, the Commission has recognized that deprivation of choice of service providers, while not necessarily imposing quantifiable economic harm, diminishes the competitive marketplace such that some form of sanction is warranted. Many potential penalty cases before the Commission do not involve any harm to consumers but are instead violations of reporting or compliance requirements. In these cases, the harm may not be to consumers but rather to the integrity of the regulatory processes. For example, compliance with Commission directives is required of all California public utilities:

“Every public utility shall obey and comply with every order, decision, direction, or rule made or prescribed by the Commission in the matters specified in this part, or any other matter in any way relating to or affecting its business as a public utility, and shall do everything necessary or proper to secure compliance therewith by all of its officers, agents, and employees.” Public Utilities Code § 702.

Such compliance is absolutely necessary to the proper functioning of the regulatory process. For this reason, disregarding a statutory or Commission directive, regardless of the effects on the public, will be accorded a high level of severity.

The number of the violations is a factor in determining the severity. A series of temporally distinct violations can suggest an on-going compliance deficiency which the public utility should have addressed after the first instance. Similarly, a widespread violation which affects a large number of consumers is a more severe offense than one which is limited in scope. For a “continuing offense,” PU Code § 2108 counts each day as a separate offense.

**ii. Conduct of the Utility**

**This factor recognizes the important role of the public utility’s conduct in (1) preventing the violation, (2) detecting the violation, and (3) disclosing and rectifying the violation. The public utility is responsible for the acts of all its officers, agents, and employees:**

**“In construing and enforcing the provisions of this part relating to penalties, the act, omission, or failure of any officer, agent, or employee of any public utility, acting within the scope of his [or her] official duties or employment, shall in every case be the act, omission, or failure of such public utility.” Public Utilities Code § 2109.**

- (1) The Utility’s Actions to Prevent a Violation. Prior to a violation occurring, prudent practice requires that all public utilities take reasonable steps to ensure compliance with Commission directives. This includes becoming familiar with applicable laws and regulations, and most critically, the utility regularly reviewing its own operations to ensure full compliance. In evaluating the utility’s advance efforts to ensure compliance, the Commission will consider the utility’s past record of compliance with Commission directives.**
- (2) The Utility’s Actions to Detect a Violation. The Commission expects public utilities to monitor diligently their activities. Where utilities have for whatever reason failed to meet this standard, the Commission will continue to hold the utility responsible for its actions. Deliberate as opposed to inadvertent wrong-doing will be considered an aggravating factor. The Commission will also look at the management’s conduct during the period in which the violation occurred to ascertain particularly the level and extent of involvement in or tolerance of the offense by management personnel. The Commission will closely scrutinize any attempts by management to attribute wrong-doing to rogue employees. Managers will be considered, absent clear evidence to the contrary, to have condoned day-to-day actions by employees and agents under their supervision.**
- (3) The Utility’s Actions to Disclose and Rectify a Violation. When a public utility is aware that a violation has occurred, the Commission expects the public utility to promptly bring it to the attention of the Commission. The precise timetable that constitutes “prompt” will vary based on the nature of the violation. Violations which physically endanger the public must be immediately corrected and thereafter reported to the Commission staff. Reporting violations should be remedied at the earliest administratively feasible time. Prompt reporting of violations**

**further the public interest by allowing for expeditious correction. For this reason, steps taken by a public utility to promptly and cooperatively report and correct violations may be considered in assessing any penalty.**

**iii. Financial Resources of the Utility**

**Effective deterrence also requires that the Commission recognize the financial resources of the public utility in setting a fine which balances the need for deterrence with the constitutional limitations on excessive fines. Some California utilities are among the largest corporations in the United States and others are extremely modest, one-person operations. What is accounting rounding error to one company is annual revenue to another. The Commission intends to adjust fine levels to achieve the objective of deterrence, without becoming excessive, based on each utility's financial resources.**

**iv. Totality of the Circumstances in Furtherance of the Public Interest**

**Setting a fine at a level which effectively deters further unlawful conduct by the subject utility and others requires that the Commission specifically tailor the package of sanctions, including any fine, to the unique facts of the case. The Commission will review facts which tend to mitigate the degree of wrongdoing as well as any facts which exacerbate the wrongdoing. In all cases, the harm will be evaluated from the perspective of the public interest.**

**v. The Role of Precedent**

**The Commission adjudicates a wide range of cases which involve sanctions, many of which are cases of first impression. As such, the outcomes of cases are not usually directly comparable. In future decisions which impose sanctions the parties and, in turn, the Commission will be expected to explicitly address those previously issued decisions which involve the most reasonably comparable factual circumstances and explain any substantial differences in outcome.**

**If a complaint is levied against PG&E, it will follow all provisions of Rule VIII.**

## **IX. Protecting the Utility's Financial Health**

**A. Information from Utility on Necessary Capital.** Each utility shall provide to the Commission on the last business day of November of each year a report with the following information:

- 1. the utility's estimate of investment capital needed to build or acquire long-term assets (i.e., greater than one year), such as operating assets and utility infrastructure, over each of the next five years;**
- 2. the utility's estimate of capital needed to meet resource procurement goals over each of the next five years;**
- 3. the utility's policies concerning dividends, stock repurchase and retention of capital for each year;**
- 4. the names of individuals involved in deciding corporate policies for the utility's dividends, stock repurchase and retention of capital;**
- 5. the process by which corporate policies concerning dividends, stock repurchase and retention of capital are implemented; and**
- 6. how the utility expects or intends to meet its investment capital needs.**

On November 27, 2013, Pacific Gas and Electric Company submitted a report to the Energy Division containing information on necessary capital.

**B. Restrictions on Deviations from Authorized Capital Structure.** A utility shall maintain a balanced capital structure consistent with that determined to be reasonable by the Commission in its most recent decision on the utility's capital structure. The utility's equity shall be retained such that the Commission's adopted capital structure shall be maintained on average over the period the capital structure is in effect for ratemaking purposes. Provided, however, that a utility shall file an application for a waiver, on a case by case basis and in a timely manner, of this Rule if an adverse financial event at the utility reduces the utility's equity ratio by 1% or more. In order to assure that regulatory staff has adequate time to review and assess the application and to permit the consideration of all relevant facts, the utility shall not be considered in violation of this Rule during the period the waiver is pending resolution. Nothing in this provision creates a presumption of either reasonableness or unreasonableness of the utility's actions which may have caused the adverse financial event.

**C. Ring-Fencing.** Within three months of the effective date of the decision adopting this amendment to the Rules, a utility shall obtain a non-consolidation opinion that demonstrates that the ring fencing around the utility is sufficient to prevent the utility from being pulled into bankruptcy of its parent holding company. The utility shall promptly provide the opinion to the Commission. If the current ringfencing provisions

**are insufficient to obtain a non-consolidation opinion, the utility shall promptly undertake the following actions:**

- 1. notify the Commission of the inability to obtain a non-consolidation opinion;**
- 2. propose and implement, upon Commission approval, such ringfencing provisions that are sufficient to prevent the utility from being pulled into the bankruptcy of its parent holding company; and then**
- 3. obtain a non-consolidation opinion.**

**D. Changes to Ring-Fencing Provisions. A utility shall notify the Commission of any changes made to its ring-fencing provisions within 30 days.**

PG&E will comply with this Rule. If changes occur that require notification to the Commission, PG&E will comply within the required time period. On March 14, 2007, PG&E submitted a non-consolidation opinion to the Energy Division as required by Rule IX.C.

## Appendix 1

### Intranet Link Matrix

Page #	Link	Document or Intranet Site	Exhibit #
2, 8, 9, 20, 28, 29, 42, 43, 44, 46	<a href="http://pgeatwork/Guidance/RiskCompliance/Pages/default.aspx">http://pgeatwork/Guidance/RiskCompliance/Pages/default.aspx</a>	RISK-4302S – Affiliated Company Transactions Standard	1
2	<a href="https://pgeatworkforme.pge.com/irj/portal">https://pgeatworkforme.pge.com/irj/portal</a>	Affiliate Rules training courses	2
10	<a href="http://pgeatwork/EnergySupply/EP/Compliance/Pages/EPCompliancewithAffiliateRules.aspx">http://pgeatwork/EnergySupply/EP/Compliance/Pages/EPCompliancewithAffiliateRules.aspx</a>	Energy Procurement Policy on Compliance with Affiliate Rules	3
12, 13, 14, 15, 21, 22, 38	<a href="https://genref.comp.pge.com/system/selfservice.controller?CONFIGURATION=1000&amp;PARTITION_ID=1&amp;TIMEZONE_OFFSET=&amp;CMD=STARTPAGEFRAMELESS">https://genref.comp.pge.com/system/selfservice.controller?CONFIGURATION=1000&amp;PARTITION_ID=1&amp;TIMEZONE_OFFSET=&amp;CMD=STARTPAGEFRAMELESS</a> - key word “Corporate Affiliates”	Customer Service General Reference Guide – Corporate Affiliates	4
15, 18	<a href="http://pgeatwork/Guidance/USPIndex/Pages/default.aspx">http://pgeatwork/Guidance/USPIndex/Pages/default.aspx</a>	USP 23, Third Party Inquiries Regarding Individual Customers	5
15	<a href="https://genref.comp.pge.com/system/selfservice.controller?CONFIGURATION=1000&amp;PARTITION_ID=1&amp;TIMEZONE_OFFSET=&amp;CMD=STARTPAGEFRAMELESS">https://genref.comp.pge.com/system/selfservice.controller?CONFIGURATION=1000&amp;PARTITION_ID=1&amp;TIMEZONE_OFFSET=&amp;CMD=STARTPAGEFRAMELESS</a> - key word “Authorized Third Party Customer Authentication”	Customer Service General Reference Guide – Authorized Third Party Customer Authentication	6
15	<a href="https://genref.comp.pge.com/system/selfservice.controller?CONFIGURATION=1000&amp;PARTITION_ID=1&amp;TIMEZONE_OFFSET=&amp;CMD=STARTPAGEFRAMELESS">https://genref.comp.pge.com/system/selfservice.controller?CONFIGURATION=1000&amp;PARTITION_ID=1&amp;TIMEZONE_OFFSET=&amp;CMD=STARTPAGEFRAMELESS</a> - key word “Information Release Form Request for Inquiries from Third Parties”	Customer Service General Reference Guide – Information Release Form Request for Inquiries from Third Parties	7
19, 44	<a href="http://pgeweb/services/ManagingNonrepresentedEmployees/Documents/departing_ee_checklist.pdf">http://pgeweb/services/ManagingNonrepresentedEmployees/Documents/departing_ee_checklist.pdf</a>	Checklist for Departing Employees	8

## Appendix 1 Intranet Link Matrix

Page #	Link	Document or Intranet Site	Exhibit #
19, 44	<a href="https://myportal.pge.com/sapportal/documents/my_staff/PCR_Request_for_Separation_Job_Aid.pdf">https://myportal.pge.com/sapportal/documents/my_staff/PCR_Request_for_Separation_Job_Aid.pdf</a>	Personnel Change Request Job Aid – Request for Separation	9
21, 27	<a href="http://pgeweb/finance/risk/compliance/Pages/affiliaterules.aspx">http://pgeweb/finance/risk/compliance/Pages/affiliaterules.aspx</a>	Permitted Joint Purchases List	10
23	<a href="http://pgeatwork/Guidance/Governance/Pages/default.aspx">http://pgeatwork/Guidance/Governance/Pages/default.aspx</a>	GOV-7101S – Records Management Standard	11
23, 25	<a href="http://wssuo/purchasing/SourcingWebsite/02_ProcurementManual_Sourcing/CurrentVersion/RTPProcurementManual-2009/3_Contract/3_Contract_CURRENT/3_Contract_CURRENT.doc%23Overview_3a">http://wssuo/purchasing/SourcingWebsite/02_ProcurementManual_Sourcing/CurrentVersion/RTPProcurement Manual - 2009/3_Contract/3_Contract_CURRENT/3_Contract_CURRENT.doc%23Overview_3a</a>	Procurement Manual – Contract Process	12
27	<a href="http://www/ISTS_TechLib/PM/PM_Change_Mgt.htm">http://www/ISTS_TechLib/PM/PM_Change_Mgt.htm</a>	Information Technology Change Management Process Manual	13
45	<a href="http://pgeatwork/Guidance/HumanResources/Pages/Recruiting%20and%20Hiring%20-%209000.aspx">http://pgeatwork/Guidance/HumanResources/Pages/Recruiting%20and%20Hiring%20-%209000.aspx</a>	Procedure for Temporary Assignments	14
54	<a href="http://pgeatwork/Guidance/CustomerCare/Pages/default.aspx">http://pgeatwork/Guidance/CustomerCare/Pages/default.aspx</a>	CUST-4501S CPUC NTP&S Annual Report Filing Standard	15

## Appendix 2

### Pacific Gas and Electric Company Affiliates

<b>PARENT COMPANY: PG&amp;E Corporation</b>			
Subsidiary Name	Subsidiary's Line of Business (products or services offered)	Primary Location of Subsidiary	Rule II.B Affiliate
PG&E Corporation	An energy-based holding company that is headquartered in San Francisco. It is the parent company of Pacific Gas and Electric Company.	San Francisco, CA	No
Pacific Gas and Electric Company	One of the largest combination natural gas and electric utilities in the United States. The company, a subsidiary of PG&E Corporation, serves approximately 15 million people throughout a 70,000-square-mile service area in northern and central California.	San Francisco, CA	No
PG&E Corporation Support Services, Inc.	Provides general corporate services to PG&E Corporation and certain of its subsidiaries.	San Francisco, CA	Yes
PG&E Corporation Support Services II, Inc.	Provides services to PG&E Corporation and certain of its subsidiaries outside the state of California—permitted shared corporate support services only.	San Francisco, CA	No
PG&E National Energy Group, LLC	Inactive; formed for the limited purpose of holding stock in National Energy & Gas Transmission, Inc. (equity interest in NEGT dissolved through bankruptcy on October 29, 2004).	San Francisco, CA	No
PCG Capital, Inc.	Formed for the purpose of holding interests in other businesses, financing and other transactions.	San Francisco, CA	Yes
Pacific Energy Capital I, LLC	Formed to build and manage a portfolio of passive capital investments in growing energy and telecommunications companies.	San Francisco, CA	Yes
Pacific Energy Capital II, LLC	Formed to establish and manage a portfolio of passive financial investments in growing energy companies.	San Francisco, CA	Yes
SunRun Pacific Solar LLC	Formed to own and manage solar photovoltaic projects with host customers in a variety of states.	San Francisco, CA	Yes*
Pacific Energy Capital III, LLC	Formed to establish and manage a portfolio of passive financial investments in growing energy companies.	San Francisco, CA	Yes
Sequoia Pacific Solar I, LLC	Formed to own and manage solar photovoltaic facilities with host customers in a variety of states.	Foster City, CA	Yes*
Pacific Energy Capital IV, LLC	Formed to establish and manage a portfolio of passive financial investments in growing energy companies.	San Francisco, CA	Yes

\* Also considered an energy marketing affiliate for the purpose of compliance with Rule V.G.2.e



## Appendix 2

### Pacific Gas and Electric Company Affiliates

<b>PARENT COMPANY: Pacific Gas and Electric Company</b>			
Subsidiary Name	Subsidiary's Line of Business (products or services offered)	Primary Location of Subsidiary	Rule II.B Affiliate
Eureka Energy Company	Formerly managed the Utah coal venture on behalf of Pacific Gas and Electric Company. Currently holds the Marre Ranch property in San Luis Obispo County.	San Francisco, CA	Yes
Merritt Community Capital Fund V, L.P.	2.4% limited partner with General Partner Merritt Community Capital Corporation, created to construct and own low-income housing.	Oakland, CA	No
Midway Power, LLC	Formed to be the ownership entity for real estate and licenses for a suspended development project, pursuant to a purchase and sale agreement dated July 17, 2008.	San Francisco, CA	Yes
Morro Bay Mutual Water Company	A non-profit mutual benefit corporation formed to jointly hold property rights such as easements in connection with the divestiture of the Morro Bay Power Plant.	Morro Bay, CA	No
Moss Landing Mutual Water Company	A non-profit mutual benefit corporation formed to jointly hold property rights such as easements in connection with the divestiture of the Moss Landing Power Plant.	Moss Landing, CA	No
Natural Gas Corporation of California	Acts as the vehicle for the amortization of the remaining GEDA (Gas Exploration Development Account) assets.	San Francisco, CA	No
Alaska Gas Exploration Associates	Inactive; 50% owned subsidiary of Natural Gas Corporation of California formed to obtain gas reserves to support the South Alaska LNG project.	San Francisco, CA	Yes
Pacific Energy Fuels Company	Created to own and finance nuclear fuel inventory previously owned by Pacific Energy Trust. (Limited exemption from affiliate rules per D.05-09-006)	San Francisco, CA	Yes
Fuelco, LLC	Joint Venture LLC formed between Union Electric Company d/b/a AmerenMO and Pacific Energy Fuels Company, for purposes of sharing costs and reducing fuel acquisition costs. (Limited exemption from affiliate rules per D.05-09-006 )	St. Louis, MO	Yes
Pacific Gas and Electric Housing Fund Partnership, L.P.	99.9% limited partner with General Partner, Merritt Community Capital Corporation, to invest in projects that construct and own low-income housing	Oakland, CA	No

## Appendix 2

### Pacific Gas and Electric Company Affiliates

<b>PARENT COMPANY: Pacific Gas and Electric Company</b>			
Subsidiary Name	Subsidiary's Line of Business (products or services offered)	Primary Location of Subsidiary	Rule II.B Affiliate
PG&E Real Estate, LLC	Formed to conduct real estate transactions, most likely related to purchase of property rights of victims of the San Bruno incident.	San Francisco, CA	No
Standard Pacific Gas Line Incorporated	Transportation of natural gas in California; Chevron Pipe Line Company owns 14.29% interest.	San Francisco, CA	No
STARS Alliance, LLC	An alliance of Pacific Gas and Electric Company and four other nuclear plant operators. Formed to increase efficiency and reduce costs related to the operation of the member's nuclear generation facilities. (Limited exemption from affiliate rules per D.12-05-010.)	Goodyear, AZ	Yes

## Exhibit 1

### RISK-4302S Affiliated Company Transactions Standard

## Affiliated Company Transactions Standard

### Summary

This standard establishes roles, responsibilities and requirements for transactions between Pacific Gas and Electric Company (PG&E) and the following:

- PG&E Corporation (the Corporation)
- The Corporation's affiliates and subsidiaries
- PG&E's affiliates and subsidiaries

Transactions between PG&E and affiliated entities must comply with pricing and regulatory rules and requirements as issued by the California Public Utilities Commission (CPUC) and the Federal Energy Regulatory Commission (FERC).

### Target Audience

All employees involved in affiliate transactions.

### Safety

NA

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## Affiliated Company Transactions Standard

### Requirements

#### 1 General Overview

- 1.1 The CPUC adopted rules governing PG&E's transactions with affiliated entities in Decision 06-12-029. Under these rules, PG&E has two types of affiliated entities:
  1. Rule II.B affiliates: affiliates engaging in the provision of a product that uses gas or electricity or the provision of services that relate to the use of gas or electricity, unless specifically exempted in the rules
  2. Non-Rule II.B affiliates: the Corporation and all other affiliates
- 1.2 The affiliate rules and this standard apply to all Rule II.B affiliates and where explicitly provided, also to the Corporation and all affiliates.
- 1.3 The lists of Rule II.B and Non-Rule II.B affiliates change periodically. See the Affiliate Rules Intranet site for the current lists:  
<http://pgeweb/finance/risk/compliance/Pages/affiliaterules.aspx>.

#### 2 Non-Discrimination Standard

- 2.1 Unless authorized by the CPUC or FERC, PG&E must not provide services to its affiliates or their customers in a preferential way over non-affiliated suppliers or their customers.
- 2.2 PG&E must not provide to affiliates, without the prior written consent of the supplier, non-public supplier information or data received from third parties.
- 2.3 The Corporation and all PG&E affiliates (Rule II.B and Non-Rule II.B) must not direct, cause, aid, or abet PG&E to violate or circumvent the affiliate rules, including but not limited to the non-discrimination restrictions in subsections 2.1 and 2.2.
- 2.4 The Corporation must not be a conduit through which affiliates can obtain access to PG&E's non-public information.

#### 3 Transactions Permitted Between PG&E and All Affiliates

- 3.1 The following transactions are permitted between PG&E and all affiliates, except as noted below:
  1. The purchase, sale or delivery of tariffed goods or services
    - a. Resource procurement (see definition) must have prior approval from the CPUC, unless it is a blind transaction (neither party knows the identity of the counterparty)

## Affiliated Company Transactions Standard

### 3.1 (continued)

2. Through an open competitive bidding process, the purchase or sale of goods, property, products, or services made generally available by the offering entity to all market participants
3. Permitted corporate support services (for a list, see [Appendix 1, Permitted and Non-Permitted Corporate Support Services](#))
  - a. IF PG&E engages in any corporate support services with the Corporation or any of its subsidiaries,  
  
THEN a Continuing Services Agreement must be obtained between the entities, which contains terms and conditions governing the transactions.
4. Permitted joint purchases (for a list, see [Appendix 2, Permitted and Non-Permitted Joint Purchases](#))
5. Non-tariffed goods and services (for a list, see [Appendix 3, Authorized Categories of Non-Tariffed Products & Services](#))
6. The transfer of assets pursuant to a written agreement
  - a. Generally permitted, with the following exception:
    - (1) No transfer or joint purchase between PG&E and any Rule II.B affiliate of research and development or other advanced technology assets, including intellectual property related to advanced technology.
  - b. Approval is needed from Compliance and Ethics and Affiliate Accounting before a transfer of asset is initiated.
  - c. Consultation with the Law department is required for written agreements.
  - d. Copy of agreement between PG&E and the affiliate must be provided to Compliance and Ethics and Affiliate Accounting within five days of execution.
  - e. IF PG&E assets are to be transferred to the Corporation or an affiliate,  
  
THEN Compliance and Ethics and Law determine whether prior CPUC approval is required under Public Utilities Code Section 851 or other requirement.

## Affiliated Company Transactions Standard

### 3.1 (continued)

#### 7. Employee Rotations or Temporary Assignments

- a. Rotations or temporary assignments to Rule II.B affiliates cannot exceed 30% of an employee's time, defined as 78 days per year.
- b. No more than 5% of full-time equivalent PG&E employees may be on rotation or temporary assignment at a given time.
- c. Rotations or temporary assignments cannot be made to energy marketing affiliates or their subsidiaries.
- d. PG&E's needs for employees always take priority over the Corporation or affiliates.

#### 8. Employee Transfers

- a. A PG&E employee who transfers to a Rule II.B affiliate may not return to employment at PG&E for 12 months following the employee's last day of employment at PG&E. This requirement does not apply if the Rule II.B affiliate ceases business during the 12 month period.
- b. A Rule II.B affiliate employee who transfers to PG&E may not return to work at the same Rule II.B affiliate for 24 months following the first day of employment at PG&E.
- c. An employee transferring from PG&E to the Corporation or any other affiliate is expressly prohibited from using information gained from PG&E, in a discriminatory or exclusive fashion, to the benefit of the affiliate or to the detriment of other unaffiliated service providers.
- d. Supervisors are required to complete a "Departing Employee Checklist" when an employee leaves PG&E. The checklist is designed to enable a supervisor to ensure that an employee who leaves PG&E does not retain access authorizations (e.g., building or network), intellectual property, or utility property upon the employee's departure.

## 4 Authorization

### 4.1 General

1. At least five business days before a PG&E organization conducts a transaction with any affiliate, it must submit an Affiliate Order Request form to Affiliate Accounting to receive advance authorization for the transaction.
  - a. An Affiliate Order Request form is **not** required for tariffed goods or services, as these require authorization only under the specific tariff.

## Affiliated Company Transactions Standard

### 4.1 (continued)

2. Services estimated at \$100,000 or greater must be approved by the Compliance and Ethics department before conducting the transaction or commencing work. Affiliate Accounting coordinates this approval process with Compliance and Ethics.
3. IF the transaction is with a Rule II.B affiliate,  
  
THEN, the same day as the transaction, the PG&E employee involved in the transaction must submit an Affiliate Transaction Report (ATR) to Compliance and Ethics.
  - a. IF the transaction extends over multiple days,  
  
THEN the employee may submit one ATR covering the entire period of the transaction.

### 4.2 Following are the approval levels required on the Affiliate Order Request form for providing goods and services and for joint purchases:

1. New affiliate order request with estimated charges less than \$1 million - manager or above
2. New affiliate order request with estimated charges of \$1 million and more - director or above
3. Predictable and recurring fixed charges (any amount) - director or above
4. Recurring affiliate order requests (any amount) - manager or above

### 4.3 Permitted joint purchases

1. In addition to the requirements above, all joint purchases must be made pursuant to a written contract with the third party offering the goods or services to be jointly purchased.
2. Special contract language may be required when making a joint purchase, and consultation with the Law department is required.

### 4.4 Employee Rotations or Temporary Assignments

1. Before processing a rotation or temporary assignment of a PG&E employee to a Rule II.B affiliate, a written agreement must be executed by the responsible director (or above) of PG&E and the affiliate company. The Compliance and Ethics department must approve the agreement and concur with the rotation or temporary assignment before it is processed.





## Affiliated Company Transactions Standard

### 5 Valuation

#### 5.1 General

1. PG&E may not grant any special pricing or terms to Rule II.B and non-Rule II.B affiliates.
2. [Appendix 4, Transfer Pricing Rules Matrix](#), summarizes the transfer pricing rules in subsections 5.2 through 5.7.

#### 5.2 Transactions between PG&E and Rule II.B affiliates

1. Tariffed goods or services
  - a. Tariffed goods and services are priced at the approved tariff, which is considered to be the fair market value.
  - b. For transfers resulting from an open competitive bid, the winning bid is considered to be the fair market value.
  - c. PG&E must not provide any discount from the tariff unless that discount is contemporaneously made available to all market participants.
  - d. If a discount is contemplated, special posting requirements apply and the Compliance and Ethics department must be contacted before an offer of any discount is made to an affiliate or to a known customer of an affiliate.
  - e. PG&E employees' labor is included in the tariffed price and is not separately charged.
2. Non-tariffed goods and services produced, purchased or developed for sale are priced at fair market value.
3. Goods and services not produced, purchased, or developed for sale (including corporate support services) are priced at the following:
  - a. Fully loaded cost plus 5% of direct labor cost when they are transferred from PG&E to a Rule II.B affiliate
  - b. The lower of fully loaded cost or fair market value when they are transferred from a Rule II.B affiliate to PG&E
4. Permitted joint purchases
  - a. Corporate support services are charged at fully loaded cost.
  - b. Goods jointly purchased are priced in accordance with the approved written contract with the third party.



## Affiliated Company Transactions Standard

### 5.3 Transfers of goods and services from PG&E to non-Rule II.B affiliates

1. Corporate support services are priced at fully loaded cost.
2. Excluding corporate support services, goods and services produced, purchased or developed for sale are valued at fair market value.
3. Excluding corporate support services, goods and services **not** produced, purchased or developed for sale:
  - a. IF value is \$250,000 or less,  
THEN pricing is at fully loaded cost plus 5% of direct labor cost.
  - b. IF value is greater than \$250,000,  
THEN pricing is at the **higher** of the following:
    - Fair market value OR
    - Fully loaded cost plus 5% of direct labor cost.

### 5.4 Transfers of goods and services from non-Rule II.B affiliates to PG&E

1. Corporate support services are priced at fully loaded cost.
2. Excluding corporate support services, goods and services produced, purchased or developed for sale are priced at the **lower** of the following:
  - Fair market value OR
  - Tariff or list price.
3. Excluding corporate support services, goods and services **not** produced, purchased or developed for sale:
  - a. IF value is \$250,000 or less,  
THEN pricing is at fully loaded cost.
  - b. IF value is greater than \$250,000,  
THEN pricing is at the **lower** of the following:
    - Fair market value OR
    - Fully loaded cost



## Affiliated Company Transactions Standard

- 5.5 Transfer of assets pursuant to a written agreement – all affiliates (CPUC rule requires only Rule II.B affiliates, but PG&E applies to all affiliates for consistency)
1. Assets having a net book value of \$250,000 or less (except land and intellectual property) are priced at net book value.
  2. All assets having a net book value greater than \$250,000 are priced at an appraised fair market value.
  3. All land and intellectual property, regardless of net book value, are priced at fair market value.
    - a. Fair market value of intellectual property may be a single cost price, a royalty on future revenues, or a combination of both.
- 5.6 Employee Rotations or Temporary Assignments
1. Non-executive employees on rotations or temporary assignments to a Rule II.B affiliates are billed at the higher of fully loaded cost plus 10% of direct labor cost or at fair market value.
  2. Executive employees on rotations or temporary assignments to a Rule II.B affiliate are billed at the higher of fully loaded cost plus 15% of direct labor cost or at fair market value.
  3. All employees on rotations or temporary assignments to the Corporation and other Non-Rule II.B affiliates are billed at fully loaded cost.
- 5.7 Employee Transfers
1. When a non-clerical PG&E employee is transferred to the Corporation or any affiliate, the recipient must make a one-time payment (transfer fee) to PG&E equivalent to 25% of the transferring employee's total annual compensation from PG&E.
  2. No distinction is made between full-time or part-time annual compensation.
  3. Compliance and Ethics approval is required if PG&E can demonstrate that a transfer fee less than 25% (but no less than 15%) is appropriate for the class of employee involved.

## 6 Recording Cost and Intercompany Billings and Payment

- 6.1 Intercompany Billings
1. Billings for affiliate transactions, including joint purchases, are done monthly.
  2. Inter-company billings are accompanied by or referenced to appropriate supporting documents.



## **Affiliated Company Transactions Standard**

### **6.2 Payment due dates**

1. PG&E's invoices to the Corporation or any affiliates, or vice versa, require payments to be made by the receiving party within 30 days after receipt of the invoice. Payment is due to PG&E whether or not the receiving party disputes all or any portion of the invoice.
2. Any balances owed to a providing party beyond 30 days following the date of receipt of the invoice accrue interest at an annualized rate equal to 5% above the prime rate published in the Wall Street Journal on the last business day of the month and each subsequent day until the outstanding balance is paid.

### **6.3 Billing Disputes**

1. To dispute any portion of an invoice, the receiving party must advise the other party in writing of the disputed portion and any proposed adjustments within 30 days from the date of receipt of the invoice in dispute.
2. Billing disputes or adjustments to recorded transfer prices are to be resolved within 60 days after the billing is recorded. Compliance and Ethics and Affiliate Accounting must be notified in the event that a billing dispute cannot be resolved by PG&E and the Corporation or affiliate within 60 days after the billing is recorded.

## **7 Reporting and Compliance Requirements**

### **7.1 The following information is reported in the Annual Affiliate Transactions Report:**

1. Current organizational information
2. Written agreements and descriptions of verbal agreements for transactions between PG&E and the Corporation or an affiliate in the reporting year
3. Transfers of assets, goods, or services in the reporting year
4. Borrowings or loans between PG&E and the Corporation or any affiliate in the reporting year
5. Standards and/or procedures that ensure accurate recording of transactions, price calculations, record keeping, overheads, etc.
6. Internal audits conducted (dates, purposes, summaries of findings and recommendations)
7. Identification of any employees who were on a rotation or temporary assignment to the Corporation or to a Non-Rule II.B affiliate and the dates of the rotation or temporary assignment
8. Identification of any employees who transferred to the Corporation or an affiliate and the date when the transfer occurred



## Affiliated Company Transactions Standard

### 8 Internal Controls and Auditing

#### 8.1 Record Maintenance

1. PG&E must maintain contemporaneous records documenting all affiliate transactions including, but not limited to the following:
  - a. Permitted waivers of tariff
  - b. Contract provisions and discounts
  - c. Contracts and related bids and other items documenting a transaction
2. For affiliate transactions between PG&E and all affiliates, the document retention period is a minimum of three years, or longer if required by the CPUC or another government agency.
3. The retention of business correspondence between PG&E and the Corporation is not required if it meets **all** of the following requirements:
  - a. It is prepared in the normal course of PG&E's business.
  - b. It is between PG&E employees and only incidentally provided to the Corporation.
  - c. It does not require action or response by the Corporation.
  - d. It does not include customer-related information.
4. Records are to be available to third-party review upon 72-hours' notice or at a time mutually agreed upon by PG&E and the third-party. Compliance and Ethics must be immediately notified when there are requests by a third party to review affiliate records.

#### 8.2 Budgets

1. PG&E is responsible for allocating resources, monitoring, and controlling costs for any affiliate transaction it undertakes.
2. Estimates for anticipated recurring and non-recurring services, capital expenditures and personnel staffing must be provided to and received from the Corporation and affiliates must be included in PG&E's budget process.
3. A quarterly variance analysis between budget and actual costs is performed to ensure accuracy of affiliate charges.

#### 8.3 Audits

1. All employees must fully cooperate with both external and internal auditors authorized by PG&E, the Corporation or affiliates.



## Affiliated Company Transactions Standard

### END of Requirements

#### Definitions

**Affiliate** is any corporation, partnership, company or other entity that has 5% or more of its outstanding securities owned, controlled, or held with power to vote, directly or indirectly, either by PG&E, the Corporation or any of its subsidiaries or where PG&E, the Corporation or any of its subsidiaries indirectly have substantial financial interests or exert substantial control over the operations through means other than ownership.

**Affiliate Order Request** is the process to request a billable order number for the purpose of recording and charging billable services between affiliates.

**Affiliate Transactions** are transactions between PG&E, the Corporation or affiliate with another affiliate of PG&E, the Corporation or its subsidiaries.

**Annual Affiliate Transactions Report** is the Annual Report on Significant Utility-Affiliate Transactions required by the CPUC in OIR 92-08-008. This report contains a list of all affiliated entities and identifies the nature of transactions between PG&E and the Corporation or any affiliate.

**Assets** include tangible and intangible, real and personal property and the right to use the assets (including intellectual property or other intangible assets) through leases, licenses or other arrangements.

**California Public Utilities Commission (CPUC)** is a regulatory agency that regulates privately owned public utilities in the state of California, including PG&E and other electric power, telecommunications, natural gas and water companies.

**Continuing Services Agreement** is a contract executed by PG&E and the Corporation or Non-Rule II.B affiliates specifying the terms under which non-tariffed transactions will be undertaken.

**Corporate Support Services** includes work for the purposes of joint corporate oversight, governance, support systems and personnel. These services may only be performed by PG&E, the Corporation or PG&E Corporation Support Services II, Inc. In some limited cases, these services may also be provided by other affiliates. See Appendix 1 for a list of permitted and non-permitted Corporate Support Services.

**Direct Labor Cost** is defined as direct payroll costs, including wages and non-productive time, plus wage-related loadings such as payroll taxes and health insurance.

## Affiliated Company Transactions Standard

**Fair Market Value** is the price at which a willing seller would sell to a willing buyer, where neither is under a compulsion to buy or to sell. For goods or services for which the price is regulated by a single state or federal agency, the regulated price shall be deemed to be the fair market value. In cases where more than one agency regulates the price, the federal agency price (if any) shall be deemed to be the fair market value, otherwise the CPUC's price shall be deemed to be the fair market value. Affiliate Accounting is responsible for making the final determination of fair market value.

**Fully Loaded Cost** consists of 'Direct Labor Costs', general office expenses, such as space and supplies, and other direct costs of 'Goods' or 'Services' plus all applicable indirect charges and overheads. See [Attachment 1, Indirect Charges and Overheads](#) for a list of these indirect charges and overheads.

**Intangible Assets** includes any asset having no physical existence, other than recorded information, its value being set by the rights and anticipated benefits that an owner enjoys by possessing it. This includes:

- Licenses
- Franchises
- Marketable emission permits and emission offsets

**Intellectual Property** includes any proprietary market data, customer lists, marketing or feasibility studies, leads and prospects for future business opportunities, patents, trade secrets, copyrights, product rights, royalty interests or other marketable technologies.

**Joint Purchases** is defined as the purchasing of goods or services by PG&E in combination with the Corporation or affiliates under the same contract or separate contracts negotiated together or using common volumes. Joint purchasing is not allowed for energy products or energy-related goods or services (i.e. goods and services associated with the traditional utility merchant function). See Appendix 3 for a list of permitted and non-permitted joint purchases.

**Non-Rule II.B affiliate** is an affiliate that does not provide a product that uses gas or electricity or provides gas or electricity services.

**Personal Property** includes vehicles, machinery, furniture, fixtures (not attached to land), equipment, computer hardware, and any other tangible property excluding 'Goods' or 'Real Property'.

## Affiliated Company Transactions Standard

**Real Property** includes:

- Land
- Buildings
- Improvements
- Timber
- Mineral rights
- Easements
- Rights of way
- Other similar rights associated with land owned by others

**Regulated Subsidiary** is defined as a subsidiary of PG&E, the revenues and expenses of which are regulated by the CPUC.

**Resource Procurement** is the investment in and production or acquisition of energy facilities, supplies or other energy products or services necessary for PG&E to meet its obligation to serve customers.

**Rule II.B affiliate** is an affiliate that provides a product that uses gas or electricity or provides gas or electricity services, unless specifically exempted.

**Services** are any activities having economic value.

**Tariffed Goods or Services** are any goods or services for which price, terms and conditions are set by the CPUC or any other regulatory body having jurisdiction and which are available to all customers meeting the requirements contained in those terms and conditions.

**Tariffed Transactions** are transactions that include any tariffed goods or services.

**Third Parties** include parties that are not PG&E, the Corporation or affiliate, as defined in this standard.

**Transaction** means the provision of any goods, property, service, privilege, or act between any two parties for which compensation normally would be provided if each party was independent of the other and acting in its best financial interest. Transactions also include the provision of any information to an affiliate. When defining a "transaction", employees should be inclusive



## Affiliated Company Transactions Standard

rather than exclusive.

### Implementation Responsibilities

Each officer whose responsibilities may involve transactions with the Corporation and affiliates is responsible for the following:

- Communicating this standard to the appropriate employees in the officer's organization
- Monitoring compliance with this standard within the officer's organization

Compliance and Ethics Department is responsible for providing education, training, and oversight to officers' organizations

Corporate Accounting is responsible for updating this standard.

### Governing Document

NA

### Compliance Requirement/ Regulatory Commitment

CPUC Decision 96-11-017

CPUC Decision 06-12-029

### Reference Documents

#### Developmental References:

- CPUC Affiliate Rules:  
<http://pgeatwork/Compliance/Documents/affiliaterules.pdf>

#### Supplemental References:

- CPUC Affiliate Transaction Rules (Affiliate Rules) Compliance Plan:  
<http://pgeatwork/Compliance/Pages/AffiliateRules/AffiliateRulesCompliancePlan>

## Affiliated Company Transactions Standard

- Appendices**
- [Appendix 1, Permitted and Non-Permitted Corporate Support Services](#)
  - [Appendix 2, Permitted and Non-Permitted Joint Purchases](#)
  - [Appendix 3, Authorized Categories of Non-Tariffed Goods and Services](#)
  - [Appendix 4, Transfer Pricing Rules Matrix](#)
- 

- Attachments**
- [Attachment 1, Indirect Charges and Overheads](#)
- 

**Document Recision** Affiliated Company Transaction Procedures, December 31, 2012

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**Approved By** Megan Janis, Director, Compliance and Ethics

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**Document Owner** Connie Shiu, Affiliate Accounting

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**Document Contacts**

Compliance and Ethics approvals: Dean Mortensen, Principal, Compliance and Ethics

Accounting and related matters: Connie Shiu, Affiliate Accounting

Contracts or legal matters: Doreen Ludemann, Director and Counsel, Law

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**Revision Notes**

Where?	What Changed?
NA	New standard



## Affiliated Company Transactions Standard

### APPENDIX 1, PERMITTED AND NON-PERMITTED CORPORATE SUPPORT SERVICES

Page 1 of 3

The following are examples of permitted and non-permitted corporate support services by PG&E and one or more affiliates:

#### **PERMITTED CORPORATE SUPPORT SERVICES**

1. Corporate oversight and governance
2. Use of financial and cash management and payroll systems software
3. Payroll advice and services, including printing and distribution of paychecks
4. Corporate budget preparation and monitoring
5. Corporate communications, public relations, and charitable contributions
6. Tax advice and services
7. Treasury Functions
8. Investor relations and shareholder services
9. Consolidated business planning (other than market analyses)
10. Financial services including:
  - a. Accounts payable;
  - b. Accounting;
  - c. Banking services not including customer transactions;
  - d. Cash management;
  - e. Planning, analysis, and negotiation and workout (e.g. analytical support for various subsidiary projects and for long-range planning);
  - f. Risk management (which includes approval of and monitoring compliance with policies and procedures; each subsidiary has its own risk management committee to manage its hedging, financial derivative and arbitrage activities as they relate to energy products; the Corporation in its oversight role may also review and approve certain transactions involving PG&E or the affiliates); and
  - g. Reporting.
11. Internal auditing



## **Affiliated Company Transactions Standard**

### **APPENDIX 1, PERMITTED AND NON-PERMITTED CORPORATE SUPPORT SERVICES**

Page 2 of 3

#### Permitted Corporate Support Services (continued)

12. Insurance advice, services, and procurement
13. State, federal, and local lobbying and regulatory affairs
14. Analysis of regulatory or legislative actions
15. Legal services and support
16. Legal and regulatory compliance, including affiliate transactions rules compliance
17. Compliance and ethics activities
18. Environmental and safety
19. Corporate development
20. Computer, telecommunications, and technical systems support and maintenance (PG&E employees may have access to affiliate systems while providing support and maintenance on those systems. PG&E support may include Internet routing. Affiliate employees will only be allowed to provide support and maintenance for PG&E if they will not have access to any non-public PG&E information contained in a computer or information system; e.g. limited hardware maintenance or software development)
21. Human resources planning and development services, including succession planning
22. Compensation and benefit services and plan procurement and management
23. Pension management
24. Development, interpretation, and application of employment policies
25. Creation and maintenance of employee records
26. Limited day or overnight use of Pacific Gas and Electric Company meeting rooms or facilities (Rule II.B. affiliate employees would only be in attendance if their presence was necessary to perform shared corporate support functions and they had been invited by the entity hosting the meeting.)
27. Printing of documents for permitted shared services and corporate support functions
28. Corporate communications and public relations
29. Fleet services



## **Affiliated Company Transactions Standard**

### **APPENDIX 1, PERMITTED AND NON-PERMITTED CORPORATE SUPPORT SERVICES**

Page 3 of 3

Permitted Corporate Support Services (continued)

30. Corporate security

#### **NON-PERMITTED CORPORATE SUPPORT SERVICES (APPLICABLE TO RULE II.B AFFILIATES)**

1. Employee recruiting
2. Engineering
3. Hedging and financial derivatives and arbitrage services
4. Gas and electric purchasing for resale
5. Purchasing of gas transportation and storage capacity
6. Purchasing of electric transmission
7. System operations
8. Marketing



## Affiliated Company Transactions Standard

### APPENDIX 2, PERMITTED AND NON-PERMITTED JOINT PURCHASES

Page 1 of 2

The following are examples of permitted and non-permitted joint purchases for goods and services by PG&E and one or more affiliates.

#### **PERMITTED JOINT PURCHASES**

1. Office supplies (pens, paper, pencils, scissors, etc.)
2. Computers, printers and other office equipment (computers must be of a standard configuration readily available in the marketplace)
3. Computer software used for general business purposes (Windows, Word, Excel, SAP, SQL etc.)
4. Office and ergonomic furniture
5. Express mail and shipping services
6. Vehicles including fuels, oils and lubricants
7. Bulk or generic chemicals (used for a variety of processes, including water treatment)
8. Travel services and travel (airline, hotel, rental car)
9. Hand and power tools readily available in the marketplace (hammers, screwdrivers, wrenches, drills etc.)
10. Copier or fax maintenance and lease
11. Health and safety products
12. Temporary staffing/clerical support
13. Telephone services (local, long distance, cell phone and pager)
14. Legal, tax and auditing services as well as all other permitted corporate support services



## **Affiliated Company Transactions Standard**

### **APPENDIX 2, PERMITTED AND NON-PERMITTED JOINT PURCHASES**

Page 2 of 2

#### **NON-PERMITTED JOINT PURCHASES (APPLICABLE TO RULE II.B AFFILIATES)**

1. Electricity (commodity, transmission, distribution, etc.)
2. Gas (commodity, transmission, parking, lending, etc.)
3. Equipment used on the utility gas or electrical system (transformers, pipe, wire, insulators, concrete, etc.)
4. Vehicles used in utility system O&M (line trucks, backhoes, etc.)
5. Tools that must be special ordered or built for utility use
6. Specialized computers used for engineering or system operations
7. Computer software specifically developed for utility functions (transmission scheduling, generation asset optimization, etc.)
8. Engineering services
9. Marketing services
10. Employee recruiting services



## Affiliated Company Transactions Standard

### APPENDIX 3, AUTHORIZED CATEGORIES OF NON-TARIFFED PRODUCTS & SERVICES

Page 1 of 3

The following are authorized categories of gas, electric, and combined gas and electric categories of non-tariffed products and services by PG&E and affiliates:

#### **GAS**

1. Sale of extraction liquids.
2. Pipeline maintenance, excavation, leak detection for others.
3. Specialty gas work (tapping and plugging) for others.
4. Meter cabinet construction and extension of customer owned piping.
5. Joint trench (gas) arrangements.
6. Field compression service.

#### **ELECTRIC**

1. Facility joint-use arrangements. Joint pole agreements. Cable TV/Telecom/Streetlight contacts. Joint trench U.G.
2. Infrared scanning of overhead facilities for others.
3. Hot-washing of electrical equipment for others.
4. Sale of hourly metered QF data to QFs.
5. Troubleshooting interference and other electrical problems for Telecom, Cable TV.
6. Repair and maintenance on third party power plants.
7. Joint nuclear services relating to equipment, fuel, technical assistance, quality assurance audits and other O&M services, normally on an exchange or own-cost basis.
8. Transmission construction and maintenance services.
9. Transmission planning and engineering.
10. Customer emergency transformer/generator loans.
11. UEG pipeline capacity brokering.
12. Incidental non-utility water sales





## **Affiliated Company Transactions Standard**

### **APPENDIX 3, AUTHORIZED CATEGORIES OF NON-TARIFFED PRODUCTS & SERVICES**

Page 2 of 3

#### **COMBINED GAS AND ELECTRIC**

1. Testing, analysis, evaluation, measurement of customer or third party systems and equipment. This can involve the provision of services or equipment for a fee (or shared costs).
2. Environmental analysis, assessment, monitoring for others. This can involve provision of services or equipment for a fee (or shared costs).
3. Wireless attachment, to PG&E facilities; installation/maintenance service.
4. Short-term use of facilities/real property with associated services: e.g., lodging, presentation equipment, and food.
5. Testing measurement analysis services supporting research for Industry Association (EPRI, GRI).
6. Sales of meteorological analysis/modeling.
7. Sales of standard manuals to customers and third parties.
8. Laser alignment service.
9. Business support services (reprographics, document handling, mail service) to third parties.
10. Operation, maintenance, repair, inspection and construction of customer owned or third party facilities.
11. Training for customers and third parties.
12. Gas pressure regulation and flow analysis. Electric protective relay settings, voltage regulation and capacity studies.
13. Mover Service.
14. Other consulting services
15. Operations services for other utilities, energy service providers, municipalities and others
16. Geographical Information Systems (GIS) services
17. Billing and Customer Communication Center services for Non-ESPs



## **Affiliated Company Transactions Standard**

### **APPENDIX 3, AUTHORIZED CATEGORIES OF NON-TARIFFED PRODUCTS & SERVICES**

Page 3 of 3

#### **COMBINED GAS AND ELECTRIC (CONTINUED)**

18. Combined Gas and Electric
19. Energy efficiency engineering, consulting and technical services
20. Use of utility software
21. Use of utility held patents
22. Use of communications and computing systems



## Affiliated Company Transactions Standard

### APPENDIX 4, TRANSFER PRICING RULES MATRIX

Page 1 of 3

From	To	Circumstance	Rule	CPUC Decision
Utility	Rule II.B Affiliate	For goods and services produced, purchased or developed for sale on the open market	Priced at their tariff or list price, which Pacific Gas and Electric Company interpret to be fair market value.  For transfers resulting from an open competitive bid, the winning bid is considered fair market value.	D.06-12-029 Rule V.H.1.
Utility	Rule II.B Affiliate	For goods and services <u>not</u> produced, purchased or developed for sale on the open market, <u>including</u> corporate support	Priced at fully loaded cost (direct cost of Good or Service plus all applicable indirect charges and overheads) plus 5% of direct labor cost.	D.06-12-029 Rule V.H.5
Utility	Rule II.B Affiliate	Transfer of Assets	If > \$250,000 in net book value, obtain asset appraisal. If ≤ \$250,000 and not intellectual property, net book value. If it is intellectual property or land, fair market value must be determined.	D.96-11-017 Attachment 1
Utility	Rule II.B Affiliate	Employee Rotations or Temporary Assignments	Non-executive employees: higher of fully loaded cost plus 10% of direct labor cost or at fair market value.  Executive employees: higher of fully loaded cost plus 15% of direct labor cost or at fair market value.	D.06-12-029 Rule V.G.2.e
Utility	Corporation & non-Rule II.B Affiliates	For goods and services produced, purchased or developed for sale on the open market	Tariff/List price  For transfers resulting from an open competitive bid, the winning bid is considered fair market value.	D.96-11-017 Attachment 1
Utility	Corporation & non-Rule II.B Affiliates	For goods and services <u>not</u> produced, purchased or developed for sale on the open market, <u>excluding</u> corporate support	If ≤ \$250,000, fully loaded cost plus 5% premium on labor charges	D.96-11-017 Attachment 1
Utility	Corporation & non-Rule II.B Affiliates	For goods and services <u>not</u> produced, purchased or developed for sale on the open market, <u>excluding</u> corporate support	If > \$250,000, higher of fair market value or fully loaded cost plus 5% premium on labor charges	D.96-11-017 Attachment 1



## Affiliated Company Transactions Standard

### APPENDIX 4, TRANSFER PRICING RULES MATRIX

Page 2 of 3

From	To	Circumstance	Rule	CPUC Decision
Utility	Corporation & non-Rule II.B Affiliates	For corporate support services	Fully loaded cost	D.96-11-017 Attachment 1
Utility	Corporation & non-Rule II.B Affiliates	Transfer of Assets	If > \$250,000 in net book value, obtain asset appraisal. If ≤ \$250,000 and not intellectual property, net book value. If it is intellectual property or land, fair market value must be determined.	D.96-11-017 Attachment 1
Utility	Corporation & all affiliates	Employee Transfer (non-clerical Utility employee)	25% of the transferring employee's total annual compensation from the Utility (one-time fee)	D.06-12-029 Rule V.G.2.c
Rule II.B Affiliate	Utility	For goods and services produced, purchased or developed for sale on the open market	Priced at no more than fair market value which Pacific Gas and Electric Company interpret to be the tariff or list price.	D.06-12-029 Rule V.H.2.
Rule II.B Affiliate	Utility	For goods and services <u>not</u> produced, purchased or developed for sale on the open market	Priced at the lower of fully loaded cost or fair market value.	D.06-12-029 Rule V.H.6.
Rule II.B Affiliate	Utility	Transfer of Assets	If > \$250,000 in net book value, obtain asset appraisal. If ≤ \$250,000 and not intellectual property, net book value. If it is intellectual property or land, fair market value must be determined.	D.96-11-017 Attachment 1
Corporation & non-Rule II.B Affiliates	Utility	For goods and services produced, purchased or developed for sale on the open market	Lower of fair market value or tariff/list price	D.96-11-017 Attachment 1
Corporation & non-Rule II.B Affiliates	Utility	For goods and services not produced, purchased or developed for sale on the open market, excluding Corporate Support	If < \$250,000, fully loaded cost	D.96-11-017 Attachment 1
Corporation & non-Rule II.B Affiliates	Utility	For goods and services not produced, purchased or developed for sale on the open market, excluding Corporate Support	If > \$250,000, lower of fully loaded cost or fair market value	D.96-11-017 Attachment 1

## Affiliated Company Transactions Standard

### APPENDIX 4, TRANSFER PRICING RULES MATRIX

Page 3 of 3

From	To	Circumstance	Rule	CPUC Decision
Corporation	Utility	Corporate Support Services	Fully Loaded Cost	D.96-11-017 Attachment 1
Corporation & non-Rule II.B Affiliates	Utility	Transfer of Assets	If > \$250,000 in net book value, obtain asset appraisal. If < \$250,000 and not intellectual property, net book value. If it is intellectual property or land, fair market value must be determined.	D.96-11-017 Attachment 1
Exceptions		For all transfers to and from the Utility and Affiliates	For goods or services which price is regulated by a state or federal agency, that price is the fair market value, except where more than one state commission regulates the price of goods or services, then the CPUC's pricing provisions govern.	D.06-12-029 Rule V.H.3.

Exhibit 2

Affiliate Rules Training Courses

## Find a Course

[Return to My Learning](#)

Find a Course

Find Courses

Find Requirement Profiles

Search for courses by keyword, course title, course code, course description, delivery method or subject area. You can enter one or more criteria to search. Then, click "Find".

Keyword(s), course title, code or description

Delivery Method

All Delivery Methods

Subject Area

All Subject Areas

Find

Search Results

3 result(s) returned

Code	Name	Subject Area	Delivery Method
<a href="#">CORP-0407WBT</a>	<a href="#">CPUC Affiliate Tran Rules - Advanced Top</a>	Compliance Non-Academy	WBT/CBT (Internal)
<a href="#">CORP-9011</a>	<a href="#">CPUC Affiliate Rules Annual</a>	Compliance Non-Academy	Instructor Led Training
<a href="#">CORP-9011WBT</a>	<a href="#">CPUC Affiliate Rules Annual</a>	Compliance Non-Academy	WBT/CBT (Internal)

Page of 1

## Exhibit 3

### Energy Procurement Policy on Compliance with Affiliate Rules



EP Compliance with Affiliate Rules - Windows Internet Explorer

http://pgeatwork/EnergySupply/EP/Compliance/Pages/EPCompliancewithAffiliateRules.aspxPG&E Intranet Search

EP Compliance with Affiliate Rules

PG&E

PG&E@Work

HomeOrganizationsWork ResourcesMy Stuff

GOSign In

PG&E@Work > EnergySupply (Redirect) > Energy Procurement > Compliance > EP Compliance with Affiliate Rules

Compliance

Documentation of EP Operations and Record Retention  
EP Compliance with Affiliate Rules  
Code of Conduct  
FERC Compliance

## ENERGY PROCUREMENT POLICY ON COMPLIANCE WITH AFFILIATE RULES III.B.1., III.B.2., IV.F. and V.F.5. FOR RESOURCE PROCUREMENT

### Policy Statement

It is the policy of Energy Procurement that all Energy Procurement employees shall comply with the California Public Utilities Commission (Commission) Affiliate Rules (Affiliate Rules) and specifically with Rules III.B.1., III. B. 2., IV.F. and V.F.5. governing resource procurement from an affiliate, nondiscriminatory sharing of utility information, record keeping and research and development, and Decision 06-06-066 requirements that power contracts with affiliates be public.

#### CPUC Rule III.B.1. on Resource Procurement from an Affiliate

**Rule III.B.1. governing resource procurement from an affiliate provides as follows:**

Resource Procurement. No utility shall engage in resource procurement, as defined in these Rules, from an affiliate without prior approval from the Commission. Blind transactions between a utility and its affiliate, defined as those transactions in which neither party knows the identity of the counterparty until the transaction is consummated, are exempted from this Rule. A transaction shall be deemed to have prior Commission approval (a) before the effective date of this Rule, if authorized by the Commission specifically or through the delegation of authority to Commission staff or (b) after the effective date of this Rule, if authorized by the Commission generally or specifically or through the delegation of authority to Commission staff.

Resource Procurement is defined as the investment in and the production or acquisition of the energy facilities, supplies and other energy products or services necessary for California public utility gas corporations and California public utility electric corporations to meet their statutory obligation to serve. See Implementation of Policy section for guidelines on permissible behavior.

#### CPUC Rule III. B. 2. on Provision of Information to Bidders

**Rule III. B. 2 on provision of supply, capacity, services or information reads:**

Except as provided for in Rules V. D., V. E., and VII , a utility shall provide access to utility information, services, and unused capacity or supply on the same terms for all similarly situated market participants. If a utility provides supply, capacity, services, or information to its affiliates, it shall contemporaneously make the offering available to all similarly situated market participants, which include all the competitors serving the same market as the affiliates competitors.

In a Request for Offers (RFO), bidders would be treated as similarly situated market participants if an affiliate is bidding. Once the short-list is created, bidders on the short-list would be similarly situated market participants if there is an affiliate on the short-list.

#### CPUC Rule IV. F. on Record-Keeping

**Rule IV. F. on record-keeping provides as follows:**

A utility shall maintain contemporaneous records documenting all tariffed and nontariffed transactions with its affiliates, including but not limited to, all waivers of tariff or contract provisions, all discounts, and all negotiations of any sort between the utility and its affiliate whether or not they are consummated. A utility shall maintain such records for a minimum of three years and longer if this Commission or another government agency so requires. For consummated transactions, the utility shall make such final transaction documents available for third party review upon 72 hours notice, or at a time mutually agreeable to the utility and third party.

Negotiations with an affiliate include negotiations for a power purchase or sale agreement, gas purchase or sale, gas transmission or storage services, electric transmission, or demand response, among other things.

#### CPUC Rule V.F.5. on Research and Development

**Rule V.F.5. on research and development provides as follows:**

A utility shall not share or subsidize costs, fees, or payments with its affiliates associated with research and development activities or investment in advanced technology research.

### Implementation of Policy

The Energy Procurement employee responsible for negotiation/execution of a particular transaction, usually the transactor or trader, is responsible for ensuring that the transaction is completed in compliance with this policy. Except for a resource procurement transaction falling under the blind transaction exemption, the responsible Energy Procurement employee must obtain written concurrence as to compliance with this policy prior to execution of any resource procurement transaction with an affiliate from the persons listed below:

For an electric resource procurement transaction with a delivery term such that the transaction does not require Procurement Review Group (PRG) review or a core gas procurement transaction with a delivery term of three calendar months or less The Energy Procurement Director or Manager with oversight responsibility for the transaction.

For an electric resource procurement transaction with a delivery term that requires PRG review or a core gas procurement transaction with a delivery term greater than three calendar months Senior Vice President Energy Procurement or Vice President Energy Supply Management.

The employee responsible for the execution of an affiliate transaction must complete and send Compliance and Ethics an Affiliate Transaction Report (ATR) within four hours of completing the transaction. And, by the end of the following business day, the responsible employee must document the transaction by e-mailing the following documents to the EP Affiliate Transactions Mailbox: (1) the ATR, (2) the executed contract, and (3) any e-mails that are pertinent to the structure of the contract. (The EP Affiliate Transactions Mailbox can be found in the Outlook address book - the mailbox is listed as EP Affiliate Transactions. The e-mail address is: [epaffiliatetransactions@exchange.pge.com](mailto:epaffiliatetransactions@exchange.pge.com).)

All EP employees must complete the basic affiliate rules training course in 2010. All EP merchant-designated employees, EP structured transactions employees, EP renewable resource development employees, and EP strategic renewable investments employees must also complete the advanced affiliate rules training course in 2010. Employees can visit My Learning to complete the required training courses.

**Please note the following regarding operation under Rules III.B.1., III. B. 2., IV.F., V.F.5., and D.06-06-066, Appendix 1, IOU Matrix:**

- It is permissible to include an affiliate on a bidders list and to accept a bid from an affiliate without prior Commission approval.
- In an RFO, information provided to bidders prior to the creation of the short-list is defined by the RFO. Once the short-list is created, if an affiliate is on the short-list, any non-public utility information provided to the affiliate by Energy Procurement in short-list negotiations must be provided contemporaneously to all other bidders on the short-list, except for specific information about the affiliate, e.g., PG&E's assessment of the affiliates creditworthiness.
- It is permissible to negotiate an agreement with an affiliate without prior Commission approval. However the negotiations would be subject to special rules governing recordkeeping, disclosure of information and non-discrimination.
- Any agreement concluded with an affiliate must be executed subject to prior Commission review and approval before the agreement becomes effective.
- Under D.06-06-066, Appendix 1, IOU Matrix, contracts and power purchase agreements between utilities and their affiliates are public.
- Complete and proper documentation must be maintained. The responsible Energy Procurement employee is required to fully document compliance with this policy consistent with the guidance above and the Energy Procurement Policy on Documentation of Electric Procurement Transactions and Record Retention. The responsible Energy Procurement employee also must review the application of and compliance with the Affiliate Rules with the other PG&E personnel working on the project.
- Compliance with all other applicable Affiliate Rules is also required.

The Affiliate Rules are available on the PG&E Intranet website. Energy Procurement employees and contractors are required to consult with the Manager Energy Policy & Procurement Compliance about specific Affiliate Rules questions. Questions may also be directed to Compliance & Ethics through the Affiliate Rules Helpline at 972-7272 or via email at: [ARC@pge.com](mailto:ARC@pge.com) or to Shirley Woo in Law.

### References:

- CPUC Affiliate Compliance Rule
- Current PG&E Affiliate Rules Compliance Plan
- [Both documents are available on the Compliance & Ethics site](#)

Last modified: 4/8/2010 5:36 PM



## Exhibit 4

### Customer Service General Reference Guide – Corporate Affiliates

Corporate Affiliates

All topics

Go!

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High Usage Inquiry  
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Gas Leak/Gas Odor  
Smelling Gas  
Check for Gas Leak  
Appliance Check  
Alarm Sounding  
Hit a gas line  
Start/Stop service  
Start Service  
Transfer Service  
Stop Service  
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## Corporate Affiliates

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### Corporate Affiliates

#### Affiliate Transaction Definition

- An **Affiliate** Transaction is defined as
  - All communications and dealings between PG&E and one of its **affiliates** on any specific subject
- All transactions **MUST** be reported to the Compliance & Ethics (C&E) department within four hours of transaction

<b>Affiliate Rules</b>	<ul style="list-style-type: none"><li>Utility and utility customer information <b>cannot</b> be shared with anyone, except under very limited circumstances<ul style="list-style-type: none"><li>Do not provide customers with <b>affiliate</b> phone numbers</li><li>For further inquiries, politely reply<ul style="list-style-type: none"><li>"This company is a separate company from Pacific Gas and Electric Company and under the rules of the <b>California Public Utility Commission</b>, we are not permitted to give out an <b>affiliate's</b> phone number"</li></ul></li></ul></li><li><b>What to say if someone asks you to recommend an energy service provider (ESP)?</b><ul style="list-style-type: none"><li><b>ALWAYS REMAIN NEUTRAL</b></li><li>Let the customer know you cannot make a recommendation</li><li>Refer them to the California Public Utility Commission website <a href="http://www.cpuc.ca.gov">www.cpuc.ca.gov</a> for a list of Energy Service providers</li></ul></li></ul>
<b>Utility MUST</b>	<ul style="list-style-type: none"><li>Process requests for similar services provided by the utility in the same manner and within the same time for its <b>affiliates</b> and for all other market participants and their respective customers</li></ul>
<b>Utility MUST NOT</b>	<ul style="list-style-type: none"><li>Condition or otherwise tie the provision of any services provided by the utility, nor the availability of discounts of rates or other charges or fees, rebates, or waivers of terms and conditions of any services provided by the utility, to the taking of any goods or services from its <b>affiliates</b></li><li>Assign customers to which it currently provides services to any of its <b>affiliates</b>, whether by default, direct assignment, option or by any other means, unless that means is equally available to all competitors</li><li>Provide leads to its <b>affiliates</b></li><li>Solicit business on behalf of its <b>affiliates</b></li><li>Acquire information on behalf of or to provide to its <b>affiliates</b></li><li>Request authorization from its customers to pass on customer information exclusively to its <b>affiliates</b></li><li>Give the appearance that the utility speaks on behalf of its <b>affiliates</b> or that the customer will receive preferential treatment as a consequence of conducting business with the <b>affiliates</b></li><li>Provide its customers with any list of service providers, which includes or identifies the utility's <b>affiliates</b>, regardless of whether such list also includes or identifies the names of unaffiliated entities except upon request by a customer or as otherwise authorized by the Commission or another governmental body</li><li>Offer or provide customers advice or assistance with regard to its <b>affiliates</b> or other service provider</li><li>Through action or words, represent that, as a result of the <b>affiliate's affiliation</b> with the utility, its <b>affiliates</b> will receive any different treatment than other service providers</li></ul>

<b>Affiliate Transaction Report (ATR)</b>	<ul style="list-style-type: none"> <li>An <b>Affiliate</b> Transaction is defined as             <ul style="list-style-type: none"> <li>All communications and dealings between PG&amp;E and one of its <b>affiliates</b> on any specific subject</li> </ul> </li> </ul> <p><b>What defines an <b>affiliate</b> transaction</b></p> <ul style="list-style-type: none"> <li>Provision of any good, property, service, privilege, or act between any two (2) parties for which compensation normally would be provided if each party was independent of the other and acting in its best financial interest</li> <li>Reportable transactions also include the provision of non-public information to an <b>affiliate</b></li> <li>When applying the definition to an <b>affiliate</b> transaction, you should be inclusive rather than exclusive</li> </ul>
	<p><b>Examples of an <b>affiliate</b> transaction</b></p> <ul style="list-style-type: none"> <li>Providing an <b>affiliate</b> with customer billing information after receiving written authorization from the customer</li> <li>CUSTOMER MUST PROVIDE WRITTEN AUTHORIZATION</li> <li>Signing a contract for the purchase of goods or services if that contract includes both the utility and an <b>affiliate</b></li> <li>Advising or providing a service to an <b>affiliate</b></li> </ul>
	<p><b>Action</b></p> <ul style="list-style-type: none"> <li>Anytime an employee is involved in a transaction as is defined as "all communications and dealings between Pacific Gas and Electric Company and one of its <b>affiliates</b> on any specific subject" between the utility and one of its <b>affiliates</b>:             <ul style="list-style-type: none"> <li>"<b>Affiliate</b> Transaction Report" must be completed</li> <li>All transactions <b>MUST</b> be reported to the Compliance &amp; Ethics department within four hours of transaction</li> <li>The form can be found in the WORD templates file, and should be accessed by <u>Supervisors</u> or SSR</li> <li>The electronic copy of the <b>Affiliate</b> Transaction Report should be e-mailed to the following: ARC Information</li> </ul> </li> </ul>

#### Article Rating

Was this article useful?

☒ Yes
 ☐ No

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## Exhibit 5

### USP 23, Third Party Requests for Customer Information



# **THIRD PARTY REQUESTS FOR CUSTOMER INFORMATION**

## **USP 23**

*Issued: April 2010*

*Expires: April 2015*

*Replaces: Third Party Inquiries Regarding Individual Customers, USP 23*

*Page 1 of 5*

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### **Statement of Policy:**

It is Pacific Gas and Electric Company's (the Company) policy that information used in all aspects of the Company's business be accurate and available for use in connection with business purposes, that information be used in a manner which protects the integrity of the information, and that confidential information be protected from unauthorized access, loss and misuse.

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### **Purpose of this Utility Standard Practice:**

This Utility Standard Practice (USP) establishes a uniform Company policy and procedure for the release of customer information to third parties including changes to the customer's mailing address. This document incorporates the provisions of the standardized Inter-Utility Release form approved by the Energy Division and the Public Advisor's Office of the California Public Utilities Commission in January 2000, and the *Request For Change Of Mailing Address To A Third Party Address* form.

### **Related Utility Policy:**

*Protection Of Computer Resources and Electronic Information, USP 9.*

### **Written Permission:**

Information collected by the Company on current or former customers is furnished to other persons, agencies, or firms only with the written permission of the customer involved.

### **Exceptions:**

The restriction on the release of customer information set forth in this USP shall not apply to the release of information essential to the conduct of the Company business, including:

- Information requested by regulatory agencies with the legal authority to request such information (e.g., the California Public Utilities Commission [CPUC]). When a regulatory agency requests individual customer information, the Law Department should be consulted beforehand;
- Information the Company is required to disclose pursuant to regulation or statute;

- Whenever the California Energy Commission (CEC), CPUC, or any of the subdivisions of the Department of Energy request individual customer information, the Public Affairs Department should be made aware of any information supplied (except those CPUC requests associated with customer complaints);
- Information ordered to be produced by a court or law enforcement agency, which has jurisdiction, pursuant to legal process. For information relating to subpoenas refer to *Service of Legal Papers*, USP 15;
- Information required by collection agencies working on bills assigned by the Company for collection (caution should be taken to provide collection agencies only what they need to know);
- Information consistent with credit reporting and interchange functions;
- Information required by the Company's consultants and other contractors retained by the Company to conduct required Company research and analysis (however, a contract should specify that consultants and other contractors will treat such information on a confidential basis and will not divulge this information to any other parties and that consultants are not to utilize such customer information in any manner other than for the purpose as specified by the contract with the Company); and
- Change of mailing address requests, whether written or verbal (if the identity can be established), made by the customer, family member, or legal guardian where the new mailing address is that of the family member or legal guardian.

**Customer Release:**

Upon receipt of a third party request for release of customer information, the Company will provide, as appropriate, the requester with either the *Authorization To Receive Customer Information or Act on a Customer's Behalf* form (Exhibits A or B) or the *Request For Change Of Mailing Address To A Third Party Address* form (Exhibit C).

To receive customer information or act on a customer's behalf, the third party must secure the signed release form from the customer and either send it or transmit a facsimile of it to the Company before any information can be released or any action is taken on behalf of the customer. A signed letter of request from a customer to release

information to a third party or information requested by a third party and sent directly to the customer for release to the third party is also satisfactory. When the Company is approached directly by the customer, the signed release form can be obtained at that time or the information can be provided directly to the customer upon verification of identity.

Request for release of multiple customer information should be directed to Al Torres, Chairman of the Privacy Committee for PG&E, via the Privacy Committee Mailbox at <mailto:privacycommittee>. He can also be reached by phone at 415-973-8440. A response to the third party requestor should not be transmitted until approved by Al and the Privacy Committee.

To request a change of mailing address, unless the third party is a family member or legal guardian (related to the customer), the third party must secure a signed *Request For Change of Mailing Address To A Third Party Address* form (Exhibit C) from the customer and send it or transmit a facsimile of it to the Company before any change will be made to the customer's mailing address. A signed letter of request or a verbal request from a customer to change their mailing address to that of an unrelated third party is not acceptable.

**Other Information:**

The third party must identify for the Company the specific information needed in the space provided on the *Authorization To Receive Customer Information or Act on a Customer's Behalf* form. A duplicate copy of the information requested is provided to the customer unless it puts an undue burden on the Company. The Company employee or department receiving the signed *Authorization To Receive Customer Information or Act on a Customer's Behalf* form or other Company approved form of written customer authorization, will provide the requested information if release of the information is within the normal scope of assigned responsibilities; otherwise, the request will be forwarded to the department or Company personnel having functional responsibility to release such information. Requests for release of multiple customer information should be directed to Al Torres, Chairman of the Privacy Committee for PG&E, via the Privacy Committee Mailbox at <mailto:privacycommittee>. He can also be reached by phone at 415-973-8440. A response to the third party requestor should not be transmitted until approved by Al and the Privacy Committee. Release of information is authorized in those situations when the third party has already obtained a signed release from the customer and presented it to the Company. When in doubt of the authenticity,



**Responsibilities:**

information can be sent directly to the customer for release to the third party. The signed release forms are valid for the specific information and dates requested and shall be retained as part of normal correspondence in the division or department responsible for releasing the information.

<b><u>INFORMATION REQUESTED</u></b>	<b><u>RESPONSIBILITY</u></b>
Customer Statement of Account	Functional Director/ Manager/Designated Personnel for Commodity Type
Customer Request For Change Of Mailing Address To A Third Party Address	"
Energy Conservation, Efficiency	"
Conservation Financing Accounting	"
Market Research	"
Credit	"
Billing	"
Legal Proceedings	Law Department
Requests from Newspapers and Other Communications Media	See PG&E Corporation's code of conduct, <i>Standards for Personal Conduct and Business Decisions</i> : (News Media Inquiries)
Request for Release of Multiple Customer Information (more than one individual)	Privacy Committee – Al Torres (see section above entitled "Customer Release")

**Requests from law  
enforcement  
agencies:**

Pursuant to CPUC Decision 90-12-121, the Company may not disclose customer-specific information to a law enforcement agency without the service of a subpoena. Refer to *Service of Legal Papers*, USP 15, for additional guidance.

**See Also:**

1. [Utility Standard Practices](#)

- *Record Retention and Disposal*, USP 4
- *Service of Legal Papers*, USP 15

**Exhibits:**

Exhibit A – *Authorization To Receive Customer Information or Act on a Customer's Behalf* form

Exhibit B – *Authorization To Receive Customer Information or Act on a Customer's Behalf* form (Spanish version)

Exhibit C – *Request For Change Of Mailing Address To A Third Party Address* form

**Contact Person:**

Thomas Wong  
Manager, Customer Care Compliance  
Company phone number: 222-5788

**Issued By:**

---

Al Torres  
Vice President and Customer Privacy Officer

# EXHIBIT A - AUTHORIZATION TO RECEIVE CUSTOMER INFORMATION OR ACT ON A CUSTOMER'S BEHALF

SUBMITTED TO THE FOLLOWING.

Please check all that apply:

☐ PG&E

☐ SoCalGas

☐ SCE

☐ SDG&E

**THIS IS A LEGALLY BINDING CONTRACT READ IT CAREFULLY**

*(Please Print or Type)*

I, \_\_\_\_\_  
NAME TITLE (IF APPLICABLE)

of \_\_\_\_\_ (Customer) have the following mailing address  
NAME OF CUSTOMER OF RECORD

\_\_\_\_\_, and do hereby appoint  
MAILING ADDRESS CITY STATE ZIP

of \_\_\_\_\_  
NAME OF THIRD PARTY MAILING ADDRESS

\_\_\_\_\_  
CITY STATE ZIP

to act as my agent and consultant (Agent) for the listed account(s) and in the categories indicated below:

## ACCOUNTS INCLUDED IN THIS AUTHORIZATION:

1. \_\_\_\_\_  
SERVICE ADDRESS CITY SERVICE ACCOUNT NUMBER
2. \_\_\_\_\_  
SERVICE ADDRESS CITY SERVICE ACCOUNT NUMBER
3. \_\_\_\_\_  
SERVICE ADDRESS CITY SERVICE ACCOUNT NUMBER

(For more than three accounts, please list additional accounts on a separate sheet and attach it to this form)

**INFORMATION, ACTS AND FUNCTIONS AUTHORIZED** – This authorization provides authority to the Agent. The Agent must thereafter provide specific written instructions/requests (e-mail is acceptable) about the particular account(s) before any information is released or action is taken. In certain instances, the requested act or function may result in cost to you, the customer. Requests for information may be limited to the most recent 12 month period.

I (Customer) authorize my Agent to act on my behalf to perform the following specific acts and functions (initial all applicable boxes):

- ☐ 1. Request and receive billing records, billing history and all meter usage data used for bill calculation for all of my account(s), as specified herein, regarding utility services furnished by the Utility<sup>1</sup>.
- ☐ 2. Request and receive copies of correspondence in connection with my account(s) concerning (initial all that apply):
- ☐ a. Verification of rate, date of rate change, and related information;
- ☐ b. Contracts and Service Agreements;
- ☐ c. Previous or proposed issuance of adjustments/credits; or
- ☐ d. Other previously issued or unresolved/disputed billing adjustments.
- ☐ 3. Request investigation of my utility bill(s).
- ☐ 4. Request special metering, and the right to access interval usage and other metering data on my account(s).
- ☐ 5. Request rate analysis.
- ☐ 6. Request rate changes.
- ☐ 7. Request and receive verification of balances on my account(s) and discontinuance notices.

<sup>1</sup> The Utility will provide standard customer information without charge up to two times in a 12-month period per service account. After two requests in a year, I understand I may be responsible for charges that may be incurred to process this request.

EXHIBIT A - AUTHORIZATION TO RECEIVE CUSTOMER INFORMATION OR ACT ON A CUSTOMER'S BEHALF

I (CUSTOMER) AUTHORIZE THE RELEASE OF MY ACCOUNT INFORMATION AND AUTHORIZE MY AGENT TO ACT ON MY BEHALF ON THE FOLLOWING BASIS<sup>2</sup> (initial one box only):

<sup>2</sup>If no time period is specified, authorization will be limited to a one-time authorization

- ☐ One time authorization only (limited to a one-time request for information and/or the acts and functions specified above at the time of receipt of this Authorization).
- ☐ One year authorization - Requests for information and/or for the acts and functions specified above will be accepted and processed each time requested within the twelve month period from the date of execution of this Authorization.
- ☐ Authorization is given for the period commencing with the date of execution until \_\_\_\_\_ (Limited in duration to three years from the date of execution.) Requests for information and/or for the acts and functions specified above will be accepted and processed each time requested within the authorization period specified herein.

RELEASE OF ACCOUNT INFORMATION:

The Utility will provide the information requested above, to the extent available, via any one of the following. My (Agent) preferred format is (check all that apply):

- ☐ Hard copy via US Mail (if applicable).
- ☐ Facsimile at this telephone number: \_\_\_\_\_
- ☐ Electronic format via electronic mail (if applicable) to this e-mail address: \_\_\_\_\_

I (Customer), \_\_\_\_\_ (print name of authorized signatory), declare under penalty of perjury under the laws of the State of California that I am authorized to execute this document on behalf of the Customer of Record listed at the top of this form and that I have authority to financially bind the Customer of Record. I further certify that my Agent has authority to act on my behalf and request the release of information for the accounts listed on this form and perform the specific acts and functions listed above. I understand the Utility reserves the right to verify any authorization request submitted before releasing information or taking any action on my behalf. I authorize the Utility to release the requested information on my account or facilities to the above Agent who is acting on my behalf regarding the matters listed above. I hereby release, hold harmless, and indemnify the Utility from any liability, claims, demands, causes of action, damages, or expenses resulting from: 1) any release of information to my Agent pursuant to this Authorization; 2) the unauthorized use of this information by my Agent; and 3) from any actions taken by my Agent pursuant to this Authorization, including rate changes. I understand that I may cancel this authorization at any time by submitting a written request. **[For non-residential customer, this form must be signed by someone who has authority to financially bind the customer (for example, CFO of a company or City Manager of a municipality).]**

\_\_\_\_\_  
AUTHORIZED CUSTOMER SIGNATURE

Executed this \_\_\_\_\_ day of \_\_\_\_\_  
MONTH YEAR

\_\_\_\_\_  
TELEPHONE NUMBER

at \_\_\_\_\_  
CITY AND STATE WHERE EXECUTED

I (Agent), hereby release, hold harmless, and indemnify the Utility from any liability, claims, demand, causes of action, damages, or expenses resulting from the use of customer information obtained pursuant to this authorization and from the taking of any action pursuant to this authorization, including rate changes.

\_\_\_\_\_  
AGENT SIGNATURE

\_\_\_\_\_  
TELEPHONE NUMBER

\_\_\_\_\_  
COMPANY

Executed this \_\_\_\_\_ day of \_\_\_\_\_  
MONTH YEAR

# DOCUMENTO DE PRUEBA B – AUTORIZACIÓN PARA RECIBIR INFORMACIÓN DE UN CLIENTE O ACTUAR EN REPRESENTACIÓN DE UN CLIENTE

PRESENTADO ANTE LOS SIGUIENTES.  
Por favor, marque todas las respuestas correspondientes:

☐ PG&E  
☐ SCE

☐ SoCalGas  
☐ SDG&E

EL PRESENTE ES UN CONTRATO JURÍDICAMENTE VINCULANTE. LÉALO DETENIDAMENTE  
(Por favor, escriba a máquina o con letra de imprenta)

Yo \_\_\_\_\_  
NOMBRE PUESTO (SI ES PERTINENTE)

de \_\_\_\_\_ (Cliente) tiene la siguiente dirección postal  
NOMBRE DEL CLIENTE REGISTRADO

\_\_\_\_\_, y a través del presente designo a  
DIRECCIÓN POSTAL CIUDAD ESTADO CÓDIGO POSTAL

de \_\_\_\_\_  
NOMBRE DEL TERCERO DIRECCIÓN POSTAL

\_\_\_\_\_  
CIUDAD ESTADO CÓDIGO POSTAL

para actuar como mi agente y asesor (Agente) para la(s) cuenta(s) que aparece(n) listada(s) y en las categorías indicadas más adelante:

## CUENTAS INCLUIDAS EN ESTA AUTORIZACIÓN:

1. \_\_\_\_\_  
DIRECCIÓN DEL SERVICIO CIUDAD NÚMERO DE CUENTA DEL SERVICIO
2. \_\_\_\_\_  
DIRECCIÓN DEL SERVICIO CIUDAD NÚMERO DE CUENTA DEL SERVICIO
3. \_\_\_\_\_  
DIRECCIÓN DEL SERVICIO CIUDAD NÚMERO DE CUENTA DEL SERVICIO

(Para más de tres cuentas, por favor enumere las cuentas adicionales en una hoja de papel por separado y adjúntela a este formulario)

**INFORMACIÓN, FUNCIONES Y ACTOS AUTORIZADOS** – Esta autorización le proporciona autoridad al Agente. Subsecuentemente, el Agente debe suministrar instrucciones/solicitudes específicas por escrito (el uso de E-mail es aceptable) acerca de la(s) cuenta(s) particular(es) antes de que alguna información sea divulgada o una acción sea llevada a cabo. Bajo algunas circunstancias, la función o acto solicitado podría incurrir en un costo para usted, el cliente. Las solicitudes de información podrían estar limitadas al periodo de 12 meses más reciente.

Yo (Cliente) autorizo a mi Agente a actuar en representación mía en el desempeño de los siguientes actos y funciones específicos (escriba sus iniciales en todos los casilleros pertinentes):

- ☐ 1. Solicitar y recibir expedientes de facturación, el historial de facturación y todos los datos de medición del consumo que son utilizados para calcular el monto de las facturas de la totalidad de mi(s) cuenta(s), tal como se especifique en el presente, en relación con los servicios públicos suministrados por la Compañía de Servicios Públicos<sup>1</sup>.
- ☐ 2. Solicitar y recibir copias de correspondencia relacionada con mi(s) cuenta(s) relativas a (ponga sus iniciales en todas las respuestas pertinentes):
- ☐ a. Verificación de tarifas, fecha de cambio de tarifas e información relacionada;
- ☐ b. Contratos y Convenios de Servicio;
- ☐ c. Emisión previa o propuesta de ajustes/créditos; o
- ☐ d. Otros ajustes de facturación no resueltos/en disputa que hayan sido emitidos previamente.
- ☐ 3. Solicitar una investigación de mi(s) cuenta(s) de servicios públicos.
- ☐ 4. Solicitar una medición especial, y el derecho a tener acceso a información de consumo en intervalos y otra información de medición relacionada con mi(s) cuenta(s).
- ☐ 5. Solicitar un análisis de tarifas.
- ☐ 6. Solicitar modificaciones en las tarifas.
- ☐ 7. Solicitar y recibir verificación de los saldos de mi(s) cuenta(s) y notificaciones de interrupción del servicio.

<sup>1</sup> La Compañía de Servicios Públicos proporciona información estándar sobre el cliente sin costo alguno hasta dos veces en un periodo de 12 meses por cuenta del servicio. Después de dos solicitudes en un año, comprendo que podría ser responsable de los cargos en lo que se podría incurrir para tramitar esta solicitud.

**DOCUMENTO DE PRUEBA B - AUTORIZACIÓN PARA RECIBIR INFORMACIÓN DE UN CLIENTE O ACTUAR EN REPRESENTACIÓN DE UN CLIENTE**

**YO (CLIENTE) AUTORIZO LA DIVULGACIÓN DE LA INFORMACIÓN SOBRE MI CUENTA Y AUTORIZO A MI AGENTE A ACTUAR EN REPRESENTACIÓN MÍA DE**

**LA SIGUIENTE MANERA<sup>2</sup> (ponga sus iniciales únicamente en un casillero):**

<sup>2</sup>Si no se especifica un límite de tiempo, la autorización estará limitada a una sola ocasión

- ☐ Autorización para una ocasión únicamente (limitada a una sola solicitud de información y/o los actos y funciones especificados anteriormente al momento de recibir esta Autorización).
- ☐ Autorización durante un año – Las solicitudes de información y/o para los actos y funciones especificados anteriormente serán aceptados y tramitados cada vez que sean solicitados dentro de un periodo de doce meses a partir de la fecha de firma de esta Autorización.
- ☐ Se otorga la Autorización durante el periodo que inicia a partir de la fecha de firma de esta Autorización hasta \_\_\_\_\_ (Duración limitada a tres años a partir de la fecha de firma de esta Autorización.) Las solicitudes de información y/o para los actos y funciones especificados anteriormente serán aceptados y tramitados cada vez que sean solicitados dentro del periodo de vigencia de la Autorización especificado en el presente.

**DIVULGACIÓN DE LA INFORMACIÓN SOBRE LA CUENTA:**

**La Compañía de Servicios Públicos proporcionará la información solicitada anteriormente, en el grado en el que esté disponible, a través de uno de los siguientes medios. El formato que prefiero (prefiere mi Agente) es (marque todas las respuestas correspondientes)**

- ☐ Copia impresa a través del Servicio de Correos de Los EE.UU. (de ser pertinente).
- ☐ Documento por fax a este número telefónico: \_\_\_\_\_
- ☐ Formato electrónico a través de E-mail (de ser pertinente) a esta dirección de E-mail: \_\_\_\_\_

Yo (El Cliente), \_\_\_\_\_ (nombre del signatario autorizado en letra de imprenta), declaro bajo pena de perjurio según lo dispuesto por las leyes del Estado de California que estoy autorizado para firmar este documento en representación del Cliente Registrado que aparece indicado en la parte superior de este formulario, y que poseo la autoridad para obligar financieramente al Cliente Registrado. Asimismo, también certifico que mi Agente posee la autoridad para actuar en representación mía y solicitar la divulgación de información sobre las cuentas indicadas en este formulario y desempeñar los actos y funciones específicos indicados anteriormente. Comprendo que la Compañía de Servicios Públicos se reserva el derecho de verificar toda solicitud de autorización presentada antes de divulgar información o desempeñar algún acto en representación mía. Autorizo a la Compañía de Servicio Público a divulgarle la información solicitada sobre mi cuenta o instalaciones al Agente mencionado anteriormente quien actúa en representación mía en lo relacionado con los asuntos indicados anteriormente. A través del presente, libero de responsabilidad e indemnizo a la Compañía de Servicios Públicos de toda responsabilidad, reclamación, demanda, antecedente de acción judicial, daño o gasto que pudiera resultar de: 1) cualquier divulgación de información a mi Agente de conformidad con esta Autorización; 2) el uso autorizado de esta información por parte de mi Agente; y 3) cualquier acción tomada por mi Agente de conformidad con esta Autorización, incluyendo modificaciones en las tarifas. Comprendo que puedo cancelar esta Autorización en cualquier momento con tan sólo presentar una solicitud por escrito. **[Este formulario debe estar firmado por una persona que posea la autoridad de obligar financieramente al cliente (por ejemplo, el Director Financiero de una compañía o el Administrador Municipal de una municipalidad).]**

FIRMA DEL CLIENTE AUTORIZADO

Firmado este día \_\_\_\_\_ de \_\_\_\_\_ de \_\_\_\_\_  
MES AÑO

NÚMERO TELEFÓNICO

en \_\_\_\_\_  
CIUDAD Y ESTADO DONDE ES FIRMADO

Yo (El Agente), a través del presente libero de responsabilidad e indemnizo a la Compañía de Servicios Públicos de toda responsabilidad, reclamación, demanda, antecedente de acción judicial, daño o gasto que pudiera resultar del uso de la información sobre el cliente obtenida de conformidad con esta autorización y de desempeñar cualquier acción de conformidad con esta autorización, incluyendo la modificación de las tarifas.

FIRMA DEL AGENTE

NÚMERO TELEFÓNICO

COMPañÍA

Firmado este día \_\_\_\_\_ de \_\_\_\_\_ de \_\_\_\_\_  
MES AÑO



**Pacific Gas and Electric Company**

**EXHIBIT C - REQUEST FOR CHANGE OF MAILING ADDRESS  
TO A THIRD PARTY ADDRESS**

(Please Type or Print)

**1. CUSTOMER INFORMATION:**

\_\_\_\_\_  
CUSTOMER/COMPANY NAME

\_\_\_\_\_  
MAILING ADDRESS

\_\_\_\_\_  
CITY

\_\_\_\_\_  
STATE

\_\_\_\_\_  
ZIP

(\_\_\_\_\_)\_\_\_\_\_  
TELEPHONE NUMBER

(\_\_\_\_\_)\_\_\_\_\_  
FACSIMILE NUMBER

**2. REQUESTED CHANGE TO MAILING ADDRESS (In order for this form to be processed, all of the following information must be provided):**

\_\_\_\_\_  
INFORMATION RECIPIENT

C/O \_\_\_\_\_  
COMPANY NAME (If Applicable)

\_\_\_\_\_  
MAILING ADDRESS

\_\_\_\_\_  
CITY

\_\_\_\_\_  
STATE

\_\_\_\_\_  
ZIP

(\_\_\_\_\_)\_\_\_\_\_  
TELEPHONE NUMBER

(\_\_\_\_\_)\_\_\_\_\_  
FACSIMILE NUMBER

CHANGE OF MAILING ADDRESS SHOULD TAKE EFFECT ON \_\_\_\_\_  
DATE

**3. ACCOUNTS INCLUDED IN THIS REQUEST:**

- |    |                          |               |                                 |
|----|--------------------------|---------------|---------------------------------|
| 1. | _____<br>SERVICE ADDRESS | _____<br>CITY | _____<br>SERVICE ACCOUNT NUMBER |
| 2. | _____<br>SERVICE ADDRESS | _____<br>CITY | _____<br>SERVICE ACCOUNT NUMBER |
| 3. | _____<br>SERVICE ADDRESS | _____<br>CITY | _____<br>SERVICE ACCOUNT NUMBER |

(For more than three accounts, please list additional accounts on a separate sheet and attach it to this form.)

**EXHIBIT C - REQUEST FOR CHANGE OF MAILING ADDRESS  
TO A THIRD PARTY ADDRESS (Cont.)**

4. By signing below, Customer and Information Recipient acknowledge that account information affected by this request for change of mailing address includes all utility bills (gas and/or electric), bill inserts, discontinuance notices, and other information normally sent to the mailing address on an account(s).

If Pacific Gas and Electric Company (the Company) becomes aware of returned bills, or that the Information Recipient is no longer at the address specified on this form or is repackaging the Company's bill and other information transmitted therewith in a manner unacceptable to the Company, the Company will immediately and without prior notification to Customer or Information Recipient terminate this authorization and revert the mailing address to the Customer's service address, or other mailing address if in the Company's possession and available.

5. I, (Information Recipient), understand that this change of address form authorization does not confer any rights or privileges to act on the customer's behalf. Further, I agree that I will not reorganize or repackage the Company's bill, or other information transmitted therewith, without first providing the reformatted or repackaged bill or information transmitted therewith to the Company. I understand that no reorganizing or repackaging of said information is permitted by the Company without its prior written consent. I release, hold harmless, and indemnify the Company from any claims, damages or expenses resulting from the unauthorized use of this account information, and from the customer's failure to receive the bill, legal and safety notices, discontinuance and other notices, bill inserts and other related rate information. I will not provide this information to other parties without customer authorization.

\_\_\_\_\_  
INFORMATION RECIPIENT

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
INFORMATION RECIPIENT SIGNATURE

\_\_\_\_\_  
CITY, STATE, ZIP

6. I, (Customer/Company), authorize the Company to change the mailing address on the accounts listed on this form. I understand that, as a result of this change of address request, I may no longer receive the bill, legal and safety notices, discontinuance and other notices, bill inserts, and other related rate information. I further understand and represent that this change of address form authorization does not confer any rights or privileges upon the third party bill information recipient to act on my behalf. I release, hold harmless, and indemnify the Company from any claims, damages or expenses associated with my failure to receive the bill, legal and safety notices, discontinuance and other notices, bill inserts, and other related rate information and from the unauthorized use of this account information. I further understand that if I should pay the information recipient or any other third party for charges owed to Pacific Gas and Electric Company as a result of the use of this form I will continue to be ultimately responsible for the payment of those charges to Pacific Gas and Electric Company until the payment is forwarded to Pacific Gas and Electric Company by the information recipient or other third party. If the information recipient or other third party fails to pay Pacific Gas and Electric Company in accordance with the Company's Rule 11 (discontinuance procedures) for any reason, I understand that I will be responsible for the payment of those utility charges to Pacific Gas and Electric Company. I further certify that I have authority to authorize the change of address for the accounts listed on this form.

\_\_\_\_\_  
AUTHORIZED CUSTOMER/COMPANY NAME

\_\_\_\_\_  
DEPARTMENT

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE



## Exhibit 6

### General Reference Guide – Authorized Third Party Customer Authentication

All topics

Go!

Browse Topics	
Public Safety	>
Accounts	>
Billing	>
Credit	>
Masters	>
Payments	>
Programs	>
References	>
Service Requests	>
Specialty	>
Start/Stop	>

Guided Help

In which of the following areas do you need assistance?

Energy Cost Inquiry

High Bill Inquiry

High Usage Inquiry

Misread Meter

Gas Leak/Gas Odor

Smelling Gas

Check for Gas Leak

Appliance Check

Alarm Sounding

Hit a gas line

Start/Stop service

Start Service

Transfer Service

Stop Service

Change Start Date

Cancel Start Request

Start My Service

Topics

- Accounts

>

Customer Types

>

Customer Authentication
- Start/Stop

>

Residential Start / Stop

>

Customer Authentication
- 2 more

Authorized Third Party Customer Authentication

Full Screen

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Authorized Third Party Customer Authentication

- Customer of Record (COR) has signed an **Authorization to Receive Customer Information or Act on a Customer's Behalf** form authorizing information to be released
  - This is the [Information Release Request for Inquiries from Third Parties](#) option
  - It is NOT
    - The [Third Party Notification Program](#)
    - The [Property Managers Authorization](#)
- The account will be noted with
  - What information can be released to the **third party** AND
  - An expiration date
    - [After 4/25/04, look for](#)
      - Person Record created for **third party** person
      - AND** an INFO AUTHORIZATION ON FILE... Alert
    - [Prior to 4/25/04, look for](#)
      - Customer Contact
- Caller **Authenticated**
  - CAN DISCUSS/REQUEST**
    - Specific information noted on Customer Contact/Alert
    - [If ALL is noted](#)
  - CANNOT DISCUSS/REQUEST**
    - Change of Address
      - A [Request for Change of Mailing Address to a Third Party Address form](#) must be completed unless the authorized **Third Party** is family member, OR Legal Guardian for COR OR both

the COR and the **Third Party** are on the phone

- Pay Plans
- Pilot Relight
- Start / Stop or Transfer Service
  - Including Merge/Unmerge requests
  - Offer [Interim Service Agreement](#) for Clean and Show situations

Article Rating

Was this article useful?

Yes      No

Related Articles

<a href="#">master Customer Authentication</a>	Updated 04/08/2014
<a href="#">SSN or Tax ID - Addition or Correction or Deletion or Revision</a>	Updated 01/15/2013
<a href="#">Executor of Estate or Trustee Customer Authentication</a>	Updated 02/17/2012
<a href="#">Bill Guarantor and Customer Authentication</a>	Updated 05/22/2013
<a href="#">No SSN Documented - Existing Account and Customer Authentication</a>	Updated 02/17/2012

[View All](#)

## Exhibit 7

### General Reference Guide – Information Release Form Request for Inquiries from Third Parties

Information Release form request

All topics

Go!

#### Browse Topics

Public Safety >

Accounts >

Billing >

Credit >

Masters >

Payments >

Programs >

References >

Service Requests >

Specialty >

Start/Stop >

#### Guided Help

In which of the following areas do you need assistance?

Energy Cost Inquiry

High Bill Inquiry

High Usage Inquiry

Misread Meter

Gas Leak/Gas Odor

Smelling Gas

Check for Gas Leak

Appliance Check

Alarm Sounding

Hit a gas line

Start/Stop service

Start Service

Transfer Service

Stop Service

Change Start Date

Cancel Start Request

#### Topics

Accounts > Account Components > Information Release

## Information Release Form Request for inquiries from Third Parties

Full Screen

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### Information Release Form Request for inquiries from Third Parties

Form Request	<p><b>Customers can download the form at <a href="http://www.pge.com/brochures">www.pge.com/brochures</a></b></p> <ul style="list-style-type: none"><li>Available in both residential and business sections on pge.com<ul style="list-style-type: none"><li>Form samples<ul style="list-style-type: none"><li>English: <a href="#">3rd Party Information Release Authorization</a> (79-1095)</li><li>Spanish: <a href="#">3rd Party Information Release Authorization</a> (79-1096)</li></ul></li></ul></li><li>Instructions for completing and returning the form are included on the cover page<ul style="list-style-type: none"><li>Both customer and <b>THIRD PARTY</b> must sign the form</li><li>Form must state what information COR is authorizing be released</li></ul></li></ul>
	<p><b>Customer does not have access to a computer</b></p> <ul style="list-style-type: none"><li>Use Literature Request<ul style="list-style-type: none"><li>Application / Forms</li><li>3rd Party Info Release Authorization</li></ul></li><li>Confirm Mailing Address</li></ul>
Options to submit or send Completed Forms	<p><b>Email</b></p> <ul style="list-style-type: none"><li><b>To expedite process</b>, signed, completed forms can be emailed</li><li>Scan form and email to a centralized email<ul style="list-style-type: none"><li><a href="mailto:CorrespondenceManag@pge.com">CorrespondenceManag@pge.com</a></li></ul></li><li><b>Advise customer</b><ul style="list-style-type: none"><li>Information will be noted on the account within 10 business days</li></ul></li></ul>
	<p><b>Fax</b></p> <ul style="list-style-type: none"><li><b>To expedite process</b>, signed, completed forms can be faxed to any of the following numbers:<ul style="list-style-type: none"><li>916-375-5102</li><li>916-375-5105</li><li>916-375-5110</li><li>415-973-2194</li></ul></li><li><b>Advise customer</b><ul style="list-style-type: none"><li>Information will be noted on the account within 10 business days</li></ul></li></ul>
	<ul style="list-style-type: none"><li><b>Mailing Address</b><p>Pacific Gas and Electric Company</p><p>Correspondence Mgmt Center</p><p>PO Box 997310</p><p>Sacramento, CA 95899-7310</p></li><li><b>Advise customer</b><ul style="list-style-type: none"><li>Information will be noted on the account within 10 business days</li></ul></li></ul>

Processing Completed Forms	<ul style="list-style-type: none"> <li>Correspondence Management Center (CMC) will               <ul style="list-style-type: none"> <li>Receive completed forms, review for accuracy and note account within 10 business days                   <ul style="list-style-type: none"> <li>What information can be released to the third party</li> <li>Expiration date                       <ul style="list-style-type: none"> <li><b>After 4/25/04</b> <ul style="list-style-type: none"> <li>Person Record created for third party person</li> <li><b>AND</b> an INFO AUTHORIZATION ON FILE... Alert</li> </ul> </li> <li><b>Prior to 4/25/04</b> <ul style="list-style-type: none"> <li>Customer Contact</li> </ul> </li> </ul> </li> <li>Proactively request renewal of authorizations when they expire</li> </ul> </li> </ul> </li> </ul>
Form Information	<p><b>Authorization to Receive Customer Information or Act On a Customer's Behalf Form authorizes</b></p> <ul style="list-style-type: none"> <li>Customer can request ongoing authorization (3 year maximum)</li> <li>One-time written information               <ul style="list-style-type: none"> <li>Example: owner requests a rate analysis be sent to contractor</li> </ul> </li> <li><b>OR</b> Customer selects some or all of the categories to be discussed with Third Party               <ul style="list-style-type: none"> <li>Items noted on Alert / Customer Contact <b>OR</b></li> <li>Seven Items / Categories                   <ul style="list-style-type: none"> <li>1. Billing records, billing history and all meter usage data used for bill calculation for all of my account (s)</li> <li>2. Copies of correspondence concerning                       <ul style="list-style-type: none"> <li>Verification of rate, date of rate change, and related information</li> <li>Contracts and Service Agreements</li> <li>Previous or proposed issuance of adjustments/credits</li> <li>Other previously issued or unresolved/disputed billing adjustments</li> </ul> </li> <li>3. Investigation of Utility bill (s)</li> <li>4. Special metering, and the right to access interval usage and other metering data on my account (s)</li> <li>5. Rate analysis</li> <li>6. Rate change</li> <li>7. Verification of balances on my account (s) and discontinuance notices</li> </ul> </li> </ul> </li> <li><b>Form DOES NOT authorize</b> <ul style="list-style-type: none"> <li>Changes to Mailing Address</li> <li>Pay Plans</li> <li>Requesting a Pilot Relight</li> <li>Stop/Start/Transfer of Service                   <ul style="list-style-type: none"> <li>Including Merge/Unmerge requests</li> </ul> </li> </ul> </li> </ul>

#### Attachments

- [Spanish3rdPartyInformationReleaseAuthorization.pdf](#)

#### Article Rating

Was this article useful?

☐ Yes ☐ No

#### Related Articles

[master Information Release](#)

Updated 09/16/2013

[Authorized Third Party Requesting Information](#)

Updated 09/16/2013

[Information Release Unauthorized Caller](#)

Updated 05/22/2013

[Information Release for inquiries from Third Parties Cancel Authorization](#)

Updated 10/24/2012

[USP 23](#)

Updated 03/05/2014

[View All](#)

Exhibit 8

Checklist for Departing Employees



## Checklist for Departing Employees and Employees Approved for Long-Term Disability (LTD)

To be completed by supervisor or authorized PG&E representative

Employee Personnel Number:

EMPLOYEE NAME:	LAST DAY OF EMPLOYMENT:
SUPERVISOR NAME:	EMPLOYEE DEPARTMENT:

Check One:

- ☐ **Resignation:** Obtain written confirmation of resignation, either via e-mail or via hard copy, and forward to Human Resources promptly.
- ☐ **Discharge:** Consult with Human Resources and Corporate Security prior to terminating any employee.
- ☐ **Retirement:** Refer the employee to the HR Service Center at 415-973-HELP (415-973-4357).
- ☐ **Severance:** Consult with Human Resources prior to severing any employee. Review the Supervisor's Tool Kit for complete instructions.
- ☐ **Transfer:** Consult with Human Resources regarding any special requirements.
- ☐ **Contractors:** Starred (\*) items are the only ones that apply to contractors.

Contact Corporate Security at 415-973-6920 prior to the involuntary termination of any employee or the end of a contract assignment for cause.

See the [HR contact list](#) for additional contact information.

1. PRIOR TO FINAL DAY OF EMPLOYMENT		
Completed By	Date	Item
		Personnel Change Request (PCR): Use SAP Manager Self Service (MSS) to prepare appropriate PCR.
		<p>For resigning, retiring, or transferring employees: Determine if employee is part of the FR Clothing Program. If yes, inform employee they have the option of keeping PG&amp;E logo'd FR clothing items or turning them in to their immediate supervisor.</p> <p>For employees wishing to keep their logo'd FR clothing items, inform them that when they do decide to dispose of the garment, they should:</p> <ol style="list-style-type: none"><li>1. Cut-out the PG&amp;E logo</li><li>2. Once the logo is removed, cut the logo into smaller pieces so as not to be easily repaired or re-used</li><li>3. Cut the garment in half (either way is acceptable) so it cannot easily be repaired and a wearer cannot be mistaken as a PG&amp;E employee</li><li>4. Dispose as you would any Non- FR clothing (Regular trash is OK unless it is soiled with some other type of hazardous material.)</li></ol>
		Determine if employee has ever handled or removed asbestos during the course of their job duties while employed at PG&E. If yes, complete Attachment B.
		Confirm employee has no outstanding Tuition Refund Plan debts. If yes, obtain a check for any payments employee is no longer eligible for (contact the Help Line at company extension 8-270-2775 or externally at 925-270-2755). Forward the check, as it applies, to the Tuition Refund Plan office promptly at 1850 Gateway Blvd., 7 <sup>th</sup> floor, Concord, CA 94520.
		Determine if employee received a signing bonus or relocation assistance. If no, this item is not applicable (N/A*). If yes, review job offer letter to determine if bonus or relocation obligations were met. If met, no action required. If not met, contact the Payroll department at company extension 8-223-3767 or externally at 415-973-3767 to discuss obtaining outstanding monies owed the company for the signing bonus. For Relocation recovery contact 415-817-8298.
		Confirm disposition of final paychecks: <ul style="list-style-type: none"><li><input type="checkbox"/> Hand Deliver</li><li><input type="checkbox"/> Certified Mail</li></ul>

"N/A" in this space indicates that the initialing person has determined that the requirement does not apply to this employee





## Checklist for Departing Employees and Employees Approved for Long-Term Disability (LTD)

*To be completed by supervisor or authorized PG&E representative*

		<p>Document Current and Future Home Address and Contact Info:</p> <p>Current</p> <hr/> <hr/> <p>Future (effective date _____)</p> <hr/> <hr/> <p>E-mail / Phone</p> <hr/> <hr/>
--	--	---

"N/A" in this space indicates that the initialing person has determined that the requirement does not apply to this employee



## CHECKLIST FOR DEPARTING EMPLOYEES and EMPLOYEES APPROVED FOR LONG TERM DISABILITY (LTD)

*To be completed by supervisor or authorized PG&E representative*

2. FINAL DAY – AT TIME OF EMPLOYEE DEPARTURE		
Completed By	Date	Item
		*Obtain PG&E access card.
		*Obtain PG&E pager and cancel service.
		*Obtain PG&E cell phone and cancel service.
		*Obtain PG&E-owned computer equipment from home; reassign or return all computer equipment located in company office and other remote company office locations; modem; mobile devices (laptop, tablet PC, PDA, Blackberry); CITRIX fob, fax machines, home phone used.
		Obtain PG&E company vehicle.
		Obtain PG&E ID card, credit cards, telephone calling card, procurement card, etc. Ensure all outstanding receipts are accounted for and expenses have been submitted. Return all cards to the proper department for deactivation.
		*Obtain all PG&E keys.
		*Obtain all PG&E software or other intangible property.
		<p>REQUIRED: For terminated employees. NO EXCEPTIONS.            OPTIONAL: For resigning, retiring, or transferring employees.</p> <p>*Obtain all PG&amp;E logo'd FR Clothing Items from employee, then:</p> <ol style="list-style-type: none"> <li>1. Cut-out the PG&amp;E logo</li> <li>2. Once the logo is removed, cut the logo into smaller pieces so as not to be easily repaired or re-used</li> <li>3. Cut the garment in half (either way is acceptable) so it cannot easily be repaired and a wearer cannot be mistaken as a PG&amp;E employee</li> <li>4. Dispose as you would any Non- FR clothing (Regular trash is OK unless it is soiled with some other type of hazardous material.)</li> </ol>
		*Obtain all PG&E-owned books, publications, manuals that the employee has in his or her possession. Cancel magazine subscriptions, memberships, etc.
		*Obtain any other PG&E-owned property in employee's possession. (List separately in space below or on back of this checklist (such as safety equipment, hardhat, accident rules or flashlights).
		*Review all files, computer files and disks and logs, electronic mail, documents, binders and other recorded information that employee proposed to take; retain those items containing PG&E or PG&E customer proprietary or confidential information.
		Document and log materials employee takes with him or her upon departure. <b>Complete Attachment A.</b>
		Review with employee what types of information are proprietary, confidential or privileged, and the employee's obligations with respect to such information.
		Advise employee that the Benefits Service Center will mail benefits information to the employee's home address. Advise employee to contact a Benefits Service Center representative toll-free at 1-800-788-2363 for more information.
		<p>Review treatments of PG&amp;E Short-Term Incentive Plan (STIP):</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> <b>Resignation:</b> not STIP eligible (Note: Can be STIP eligible if resigned after the first of the year for previous year)</li> <li><input type="checkbox"/> <b>Discharge:</b> not STIP eligible</li> <li><input type="checkbox"/> <b>Long-Term Disability:</b> not STIP eligible</li> <li><input type="checkbox"/> <b>Retirement:</b> eligible for prorated STIP</li> <li><input type="checkbox"/> <b>Severance:</b> eligible for prorated STIP after serving six consecutive months in a plan year</li> </ul>

"N/A" in this space indicates that the initialing person has determined that the requirement does not apply to this employee



## CHECKLIST FOR DEPARTING EMPLOYEES and EMPLOYEES APPROVED FOR LONG TERM DISABILITY (LTD)

To be completed by supervisor or authorized PG&E representative

		*Disable LAN ID for employee and remove from all LAN ID lists. E-mail request to <b>TSC - Online Administration</b> mailbox. Include the employee's name, employee's LAN ID, and date and time to cancel account.
		*Cancel all computer authorization: List authorizations: <ul style="list-style-type: none"><li><input type="checkbox"/> SAP, TP, CorDaptix, Exchange/Outlook or other applicable programs</li><li><input type="checkbox"/> CITRIX</li><li><input type="checkbox"/> ISTS</li><li><input type="checkbox"/> HRIS for HR employees</li><li><input type="checkbox"/> Other Department Software</li></ul> E-mail request to <b>TSC - Computer Requests</b> mailbox to cancel. Include the employee's name, employee's LAN ID, and date and time to cancel.

### 3. OTHER TASKS TO COMPLETE ON FINAL DAY

Completed By	Date	Item
		*Remove employee access to any other PG&E secured area or system. (List separately in space below)
		*Obtain password for voice messaging system and immediately change the password or disable the mailbox.
		Cancel employee Accounts Payable authorization. Download company form 01-1697 from: <a href="#">\\go260\netprograms\TEMPLATE\01-1697.dot</a> and follow instructions.
		Remove employee from all local phone and pager lists.
		Remove employee from emergency notification lists (DO, MDSS contact field, department specific).

I, \_\_\_\_\_, hereby affirm that I have been employed by Pacific Gas and Electric Company, a public utility, and am now departing from such employment. I affirm that I have reviewed this completed checklist, and that I have returned all PG&E owned property (both tangible and intangible), including any "works for hire" or other intellectual property I created and which PG&E owns. I affirm that I have disclosed and turned over to PG&E's authorized representative for review, all files, documents and other information belonging to PG&E or its customers (whether written or electronic) in my possession. I agree that I will not use or disclose any utility proprietary and confidential information (including privileged and customer information) in the course of my future employment.

\_\_\_\_\_  
Signature of Employee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employee Name

\_\_\_\_\_  
Employee Personnel Number

If employee is transferring to an affiliate or to the Holding Company, please indicate below name of affiliate (including Holding Company) and expected start date of employment.

Name of Affiliate (If applicable): \_\_\_\_\_ Start date: \_\_\_\_\_

"N/A" in this space indicates that the initialing person has determined that the requirement does not apply to this employee



## **CHECKLIST FOR DEPARTING EMPLOYEES and EMPLOYEES APPROVED FOR LONG TERM DISABILITY (LTD)**

*To be completed by supervisor or authorized PG&E representative*

### **DISTRIBUTION:**

- **SEND COMPLETED CHECKLIST AND ALL ATTACHMENTS TO HUMAN RESOURCES FOR INCLUSION IN THE EMPLOYEE FILE:**

BY EMAIL: [HRAppointments@pge.com](mailto:HRAppointments@pge.com) or BY FACSIMILE: 925-279-2879

- **IF EMPLOYEE IS GOING TO AN AFFILIATE OR TO THE HOLDING COMPANY, PLEASE SEND COPY OF COMPLETED FORM (PAGE 4) TO Compliance and Ethics, 245 Market MC N4F**
- **IF ATTACHMENT B IS COMPLETED, PLEASE SEND COPY TO SAFETY DEPARTMENT, 77 BEALE, B23H.**

"N/A" in this space indicates that the initialing person has determined that the requirement does not apply to this employee



**CHECKLIST FOR DEPARTING EMPLOYEES and  
EMPLOYEES APPROVED FOR LONG TERM DISABILITY (LTD)**  
*To be completed by supervisor or authorized PG&E representative*

**Attachment A**

The following property and documents belonging to PG&E were retained and removed with permission by \_\_\_\_\_  
on \_\_\_\_\_, 20\_\_. No other PG&E property or documents were in the possession of this employee as of this date.

[List all property and documents individually. For memos and letter set forth: to who, from whom, date and subject line. For slides, presentations or reports, set forth the title, date, and by whom prepared. Indicate whether document is in hard copy or electronic format.]

Item	Detailed information

- ☐ All items belonging to PG&E have been accounted for.
- ☐ Items belonging to PG&E have not been accounted for (see attached list).

\_\_\_\_\_  
Employee Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Supervisor/PG&E Representative

"N/A" in this space indicates that the initialing person has determined that the requirement does not apply to this employee



**CHECKLIST FOR DEPARTING EMPLOYEES and  
EMPLOYEES APPROVED FOR LONG TERM DISABILITY (LTD)**  
*To be completed by supervisor or authorized PG&E representative*

**Attachment B  
PG&E ASBESTOS PROGRAM EXIT EXAMINATION**

**DIRECTIONS FOR PG&E SUPERVISOR:**

- Offer Attachment B only to employees you have determined meet the requirements (see SH&C website; SH&C 227 Asbestos Program; "Asbestos Exit Exam Process".
- Ask the qualifying employee to read, fill out the Statement of Employee portion and return Attachment B to you
- Fax completed Attachment B to: 415-973-6440 (co.8-223-6440) or scan and e-mail to "SHC Scorecard" mailbox
- If the employee selects to accept the Asbestos Exit Medical Exam Safety Engineering & Health Services will mail the Asbestos Exit Exam Medical forms, the information for the nearest \*clinic and instructions for setting up the clinic appointment to the address they have designated above
- Asbestos Exit Exams will be charged to the departing department; please include your pcc to be charged below
- Attach original of Attachment B to the Checklist for Departing Employees and retain in LOCAL DEPARTMENT FILE
- If any questions call: Safety Engineering & Health Services at 415-973-8700 option 3 (co. 8-223-8700 option 3)

Employee's Supervisor (Print) \_\_\_\_\_ Work Phone \_\_\_\_\_  
Supervisor's Corporate ID: \_\_\_\_\_ PCC: \_\_\_\_\_

**NOTICE TO EMPLOYEE:**

You are being offered an Asbestos Exit Medical Examination because you have indicated that you have handled or removed asbestos containing material as part of your job duties while employed at PG&E. The provision of this medical examination is based on your performance of Class I, II, or III asbestos work or other asbestos-related work and is not an indication of exposure at or above the permissible exposure limit.

*Under Cal/OSHA Asbestos regulations, Title 8, California Code of Regulations, Sections 1529 and 5208, an employee must be offered an asbestos exit medical examination when:*

- *He or she has performed Class I, II or III asbestos work for 30 or more days in any year during employment with PG&E, or*
- *He/she has been exposed to airborne asbestos levels at or above the Cal/OSHA permissible exposure limit and/or excursion limit.*

*This examination must occur within 30 calendar days before or after termination of employment with PG&E (unless a similar examination was performed within the previous 12 months). A company-designated physician\* will perform the exam at no charge to the employee.*

**STATEMENT OF EMPLOYEE:**

I have read and understand this notice.

\_\_\_\_ I choose to accept an Asbestos Exit Medical Examination.

\_\_\_\_ I choose to decline to participate in an Asbestos Exit Medical Examination.

Employee Name: (Print) \_\_\_\_\_ Lan ID: \_\_\_\_\_

Employee Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Employee Personnel # \_\_\_\_\_ Termination Date: \_\_\_\_\_

Employee's Organization: \_\_\_\_\_ Current Work Phone: \_\_\_\_\_

Home Address (Next 60 days): \_\_\_\_\_

\_\_\_\_\_ Home/Cell Phone: \_\_\_\_\_

*\*The company's current medical provider of asbestos medical surveillance exams (under contract to SH&C) will be used for the asbestos exit exam.*

"N/A" in this space indicates that the initialing person has determined that the requirement does not apply to this employee



Use only if employee is assigned to Diablo Canyon Power Plant  
To be completed by supervisor or authorized PG&E representative

Page 8

## Exhibit 9

### Personnel Change Request Job Aid - Request for Separation




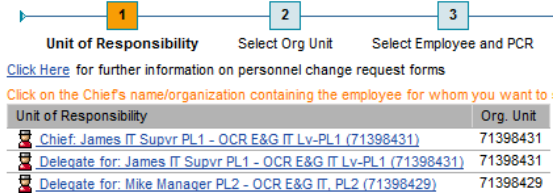
# Personnel Change Requests Job Aids

## Request for Separation

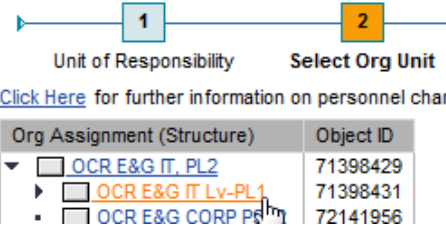
Use this form when an employee leaves PG&E (resignation, lay-off, or termination).

- Under **PG&E@Work For Me**, choose **My Staff**.  
Select **Personnel Change Requests** (PCR) from the left-hand menu.

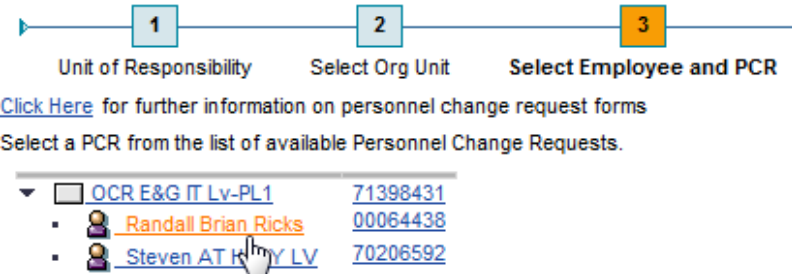
- Select your role as Delegate or Chief and applicable Org Unit containing the employee.
 

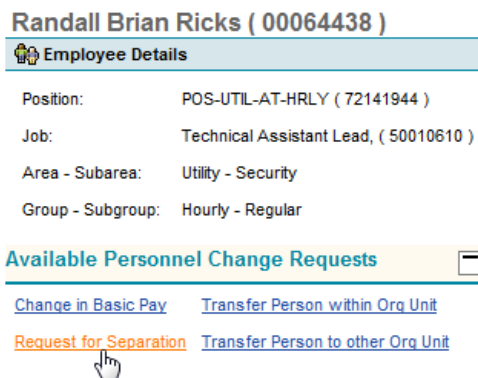
- Select the appropriate Org Unit.
 



- Select the **Employee** you want to create a PCR for.
 



- Review the personnel details that appear.  
Select **Request for Separation** from the available Personnel Change Requests.
 



# Personnel Change Requests Job Aids

## Request for Separation

6 Chiefs must complete the [Departing Employee Checklist](#) before the employee leaves PG&E.

7 Enter details on the forms:

- **Date of Separation:** Select the date *after* the employee's last day.
- **Last Day Paid:** Will auto-populate.
- **Reason for Separation:** Refer to the [Reason Code list](#) for details.
- **Delimit (Remove) the position:** Select "Yes" to remove the position from the org chart if it will not be filled by another employee once it has been vacated.
- **Special Instructions:** Choose where the final paycheck should be delivered. Enter a new delivery address, if applicable.
- **Notes to Approver:** For benefits purposes, indicate the date that the employee gave notice to leave PG&E. Enter comments for legal documentation and to assist approvers in completing requests quickly and correctly.

Select **Submit Request** to proceed.

- \* Red asterisks indicate required fields.
- ! Red exclamation points indicate error messages. Correct any errors to proceed.

### Request for Separation - Request Data

A Departing Checklist must be completed prior to the person leaving. [Click here for the checklist.](#)

Date of Separation: \* 11/24/2012

**Date of Separation is the day after the last day in employee's payroll. It can be a weekend day.**

Last Day Paid: 11/23/2012

Reason for Separation: \* Laid Off - Elig for Rehire ( 04 )

Delimit (remove) the position which the employee is leaving?: \* ☐ Yes ☒ No

Special Instructions for Final Check: \* Deliver to employee's home address .

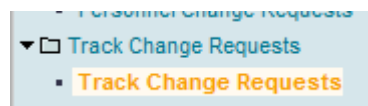
Address/Contact for Final Check: \*

Notes to Approver:

**Submit Request**

8 Verify the details on the Confirmation page. Note the 12-digit tracking number.

Click **Track Change Requests** in the left menu bar when you want to check the approval status.



## Exhibit 10

### Permitted Joint Purchases List

# **COMPLIANCE AND ETHICS (C&E)**

## **JOINT PURCHASING GUIDELINES FOR UTILITY EMPLOYEES**

(Revised 2011)

The following list contains examples of goods and services that may or may not be purchased jointly by the utility and one or more affiliates. If you have a question about whether or not a specific purchase is permitted under the affiliate rules please contact the Helpline at 415-972-7272 or e-mail your question to [ARC.Information@pge.com](mailto:ARC.Information@pge.com).

Remember the following:

- each joint purchase must be reported as soon as practical to the C&E department;
- the affiliate(s) involved must pay their pro-rata share of all procurement costs and the costs of all goods and services provided to them;
- no confidential utility or customer information may be given to an affiliate unless you have followed the CPUC requirements for doing so;
- supplier information shall not be released to an affiliate unless they are a party to the purchasing agreement from that supplier, or the supplier has provided their written authorization to release information to third parties, which authorization you may not request;
- the utility may provide procurement for an affiliate as a part of providing corporate support only for items where joint purchase is permitted. Procurement as it is used here is defined as developing and issuing bid materials, contracts, purchase orders and on-going contract management.

### **Permitted Joint Purchases Include These and Similar Items:**

- Office Supplies (pens, paper, pencils, scissors, etc.)
- Computers, Printers and other Office Equipment (computers must be a standard configuration readily available in the marketplace)
- Computer Software used for general business purposes (Windows, Word, Excel, SAP, SQL etc.)
- Office and Ergonomic furniture
- Express mail and shipping services
- Vehicles\* including fuels, oils and lubricants
- Bulk or Generic Chemicals (used for a variety of processes, including water treatment)
- Travel Services and Travel (airline, hotel, rental car)
- Hand and Power Tools readily available in the marketplace (hammers, screwdrivers, wrenches, drills etc.)
- Copier or Fax maintenance and lease
- Health and Safety Products
- Temporary Staffing / Clerical Support

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\* Jointly purchasing vehicles, other than passenger cars, is not yet approved by the CPUC. These purchases should not be undertaken jointly until CPUC authorization has been granted.

- Telephone Services (local, long distance, cell phone, pager and accessories)
- Legal, tax and auditing services as well as all other permitted corporate support services

**Purchases which may NOT be made with or for an Affiliate include these and similar items:**

- Electricity (commodity, transmission or distribution etc.);
- Gas (commodity, transmission, parking, lending, etc.);
- Equipment used on the utility gas or electrical system (transformers, pipe, wire, insulators, concrete);
- Vehicles used in utility system O&M (line trucks, backhoes etc.);
- Tools that must be special ordered or built for utility use;
- Specialized Computers used for engineering or system operations;
- Computer Software specifically developed for utility functions (examples: transmission scheduling, generation asset optimization);
- Engineering Services
- Marketing Services
- Employee Recruiting Services

## Exhibit 11

### GOV-7101S – Records Management Standard

## Records Management Standard

### Summary

This standard establishes the requirements governing the identification, control, management, retrieval and retention of records for PG&E Corporation and its subsidiaries, including Pacific Gas and Electric Company (together, "PG&E").

**Information** is created everyday by business operations at PG&E, whether computerized or by the use of paper documents. Not all information constitutes a record. Information may be working copies, drafts, or preliminary or outdated versions of a document that do not constitute records. Documentation of purely administrative activities (e.g., appointment setting) does not constitute the creation of records. Information that does not constitute a record may be retained for current business use or to comply with regulatory or legal requirements, or as long as it supports a valid business, regulatory or legal need and no longer.

A **record** is information created, received, and maintained for a business purpose or to comply with regulatory or legal requirements, including the documentation of a specific action, a transaction, a decision, regulatory compliance requirement, or legal commitment made by PG&E during the course of its business activity. Examples include documentation of construction, repair, maintenance, and inspection activities; documentation of compliance with legal requirements; and documentation of personnel actions. Record types and associated retention periods are documented in the PG&E Enterprise Records Retention Schedule, which will replace current Line of Business Records Retention Schedules on approximately October 1, 2012. Employees should work with their line of business Records Manager/Records Coordinator and the Records Management Department to identify information that does and does not constitute a record.

### Target Audience

This standard applies to employees, members of the Boards of Directors, contingent workers, and contractors who create or possess PG&E records, regardless of format.

### Safety

NA

## Records Management Standard

### Table of Contents

Subsection	Title	Page
1	Information Created at PG&E.....	2
2	Records as a Subset of Information .....	2
3	Organizational Structure.....	3
4	Applicability of This Standard .....	3
5	Objectives of the Records Management Program .....	3
6	Program Requirements .....	3

### Requirements

#### 1 Information Created at PG&E

- 1.1 Information is created everyday by business operations at PG&E, whether computerized or by the use of paper documents.
- 1.2 Not all information constitutes a record.
  - 1. Information may include working copies, drafts, or preliminary or outdated versions of a document that do not constitute records.
  - 2. Documentation of purely administrative activities (e.g., appointment setting) does not constitute the creation of records.
  - 3. Information that does not constitute a record may be retained for current business use or to comply with regulatory or legal requirements, or as long as it supports a valid business, regulatory, or legal need and no longer.

#### 2 Records as a Subset of Information

- 2.1 A **record** is information created, received, and maintained for a business purpose or to comply with regulatory or legal requirements, including the documentation of a specific action, a transaction, a decision, regulatory compliance requirement, or legal commitment made by PG&E during the course of its business activity.
- 2.2 Examples include documentation of the following:
  - 1. Construction, repair, maintenance, and inspection activities;
  - 2. Compliance with legal requirements; and
  - 3. Personnel actions.



## Records Management Standard

### 3 Organizational Structure

- 3.1 The Records Management Policy, standards, training, and procedures are developed by the General Counsel of PG&E Corporation or the General Counsel's designee.
- 3.2 The execution of these standards and procedures will be the responsibility of each line of business through a designated Records Manager or Records Analyst/Coordinator. This function in the line of business will be accountable for processes that support the execution of the records management program as drafted by the Records Management Department.

### 4 Applicability of This Standard

- 4.1 This standard applies to all records created, modified, maintained, stored/archived, retrieved, or transmitted during the course of PG&E business, regardless of format.

### 5 Objectives of the Records Management Program

- 5.1 The objectives of the records management program are to:
  - 1. Facilitate the creation of records that are accurate, complete, and verifiable;
  - 2. Enable records access and retrieval by the appropriate organizations and individuals;
  - 3. Satisfy applicable legal and regulatory requirements;
  - 4. Achieve the proper level of security and privacy;
  - 5. Systematically retain records only as long as necessary;
  - 6. Systematically dispose of PG&E records pursuant to all applicable retention periods; and
  - 7. Facilitate recovery and survival of vital records in the event of a disaster.

### 6 Program Requirements

- 6.1 Each person is responsible for PG&E information that the person creates, receives, manages, and retains in the course of performing PG&E work. This information is owned by PG&E.
- 6.2 Information must be systematically reviewed to determine if it is a record. Records must then be managed, retained, and disposed of in a systematic manner. Review must occur at least annually during the Records Management Compliance Certification process, but also can happen upon business process closure, such as the end of construction or the end of a project.

## Records Management Standard

- 6.3 All vendors selected to store PG&E records must be approved and documented by the Records Management Department.
- 6.4 The preferable storage medium for records is electronic, except where otherwise required.
- 6.5 PG&E records must reside in a PG&E business location or a documented PG&E storage site.
  - 1. PG&E records may not be maintained for record-keeping purposes on personal or home computers.
  - 2. Information (whether or not constituting a record) belonging to PG&E may not be permanently stored at the homes of any employees, members of the Boards of Directors, contingent workers or contractors. Information used in the normal course of business may be located temporarily at non-PG&E business locations to support business process needs.
- 6.6 PG&E record types and mandated retention periods will be set forth in the PG&E Enterprise Records Retention Schedule expected to be published on October 1, 2012. Until such publication, the current Line of Business Records Retention Schedules will dictate retention periods.
- 6.7 Retention schedules and any other requirement calling for the disposal of information or records may be superseded by the directive of the Law Department. Until such time as this directive is lifted, records within the scope of the directive may not be destroyed.
- 6.8 Employees are expected to manage PG&E records, whether paper or electronic, as company assets.
- 6.9 Records deemed confidential, restricted, privileged, or under specific confidentiality regulation (e.g., Personally Identifiable Information, Health Insurance Portability and Accountability Act ("HIPAA")) must be safeguarded and may be disclosed to parties outside of PG&E only upon proper authorization by the company pursuant to the applicable company's policies and standards governing such disclosure or pursuant to a court order or subpoena or other applicable law.
- 6.10 Any subpoena received by employees or questions regarding the release of PG&E Records must be directed to the Law Department Subpoena Desk before the release of such records.
- 6.11 Records generated, stored, or maintained by third-parties during the course of PG&E business are owned by PG&E. Third-parties that manage PG&E records are required to be under appropriate contractual arrangements that meet the requirements of PG&E's Records Management Policy and other applicable information management policies and standards. The retention of PG&E records on third-party equipment or third-party locations does not modify PG&E's control or responsibility of these records.

## Records Management Standard

- 6.12 Upon an employee's exit from PG&E, all electronic and paper information generated, retained, and managed by the exiting employee must be reviewed for records identification. Information not designated a record can be disposed of pursuant to the PG&E Records Management Policy and other applicable PG&E information management policies and standards. An employee's supervisor is responsible for identifying records from the information population and handling them in accordance with this standard.
- 6.13 Normally, information generated in email messages, instant messaging, and social media is considered transient communications and should not constitute a record. Nor should these media be used to create records. However, if a particular communication on these media does constitute a record, it must be handled in accordance with this standard.
- 6.14 All records are to be assigned an information security level consistent with applicable PG&E information classification standards.
- 6.15 The Records Management Department is responsible for developing a training module, which all employees and contingent workers are to complete annually.
- 6.16 Each line of business or support organization shall, by October 1, 2012, submit a records management compliance plan setting forth the specific steps that it plans to take to implement the Records Management Policy and Standard and the dates by when those steps will be completed.
1. The plans will be reviewed by the Enterprise Content Management Executive Steering Committee or its successor (the "Steering Committee"), after which they will be reviewed and approved by (i) the relevant organization's Executive Vice President or Senior Vice President and (ii) the General Counsel.
  2. The submission of an approved records management compliance plan to the Steering Committee will replace the Annual Certification of Records Management compliance formerly submitted to the Corporate Secretary's Office on September 1<sup>st</sup> of each year.
  3. The approved records management compliance plans will be aggregated and documented by the Corporate Information Management Compliance Department. Organizations that submit compliance plans are in compliance with the Records Management Policy and this standard which will be communicated through an email notification from the Information Management Compliance Department.
  4. Responsibility for the Records Management certification process, formerly administered by the Corporate Secretary, now resides with the Information Management Compliance Department.
  5. If a plan is not fully implemented by October 1, 2013, the relevant business or support organization shall, by October 1, 2013, submit to the Steering Committee an updated records management compliance plan, which shall be approved as described above, defining the remaining steps that it plans to take to implement the Records Management Policy and this standard and the dates by when those steps will be completed.

## Records Management Standard

### END of Requirements

<b>Definitions</b>	None.
<b>Implementation Responsibilities</b>	<p>The PG&amp;E Law Department will be accountable for the development and implementation of the Records Management Policy and the records management standards that implement the Policy.</p> <p>The Law Department will work with:</p> <ul style="list-style-type: none"><li>(1) line of business Records Managers/Analysts/Coordinators who will be responsible for records management program execution within their line of business and</li><li>(2) departments responsible for Regulatory Affairs, Risk, and Compliance and Ethics to identify proposed and adopted legislation, rules, or company policy that may impact PG&amp;E's records management program.</li></ul>
<b>Governing Document</b>	Corporation Policy: GOV-01 Records Management Policy
<b>Compliance Requirement/Regulatory Commitment</b>	<p>The California Public Utilities Commission, Internal Revenue Service, Securities and Exchange Commission ("SEC"), and other government regulatory agencies and auditors have established guidelines for maintaining specific, identified records. To ensure that PG&amp;E complies with these requirements, record types identified by specific regulations and the number of years that records need to be maintained from the point of creation to the final disposition are set forth in the PG&amp;E Records Retention Schedules that accompany this Standard and are expected to be published as of October 1, 2012. Until such publication, the current Line of Business Records Retention Schedules dictate retention periods.</p>
<b>Reference Documents</b>	<p><b>Developmental References:</b></p> <p>None</p> <p><b>Supplemental References:</b></p> <ul style="list-style-type: none"><li>• GOV-7101P-01 – Shipping Records to the Records Center Procedure</li></ul>

## Records Management Standard

- GOV-7101P-02 – Requesting Records from the Records Center Procedure
- Records Transmittal Form
- PG&E Enterprise Records Retention Schedule (expected to be available as of October 1, 2012). Until such publication, the current Line of Business Records Retention Schedules will dictate retention periods.

### Appendices

#### Attachments

NA

#### Document Recission

GOV-7001S Record Retention and Disposal Standard (10/01/2010)

#### Approved By

Hyun Park, Senior Vice President and General Counsel

Sanford Hartman, Vice President and Managing Director, Law  
Pacific Gas and Electric Company

#### Document Owner

Leslie Banach, Director, Information Management Compliance  
Pacific Gas and Electric Company Law Department

#### Document Contact

Leslie Banach, Director, Information Management Compliance  
Pacific Gas and Electric Company Law Department

#### Revision Notes

Date	Comments
New: 09/15/2012	Cancels and supersedes GOV-7001S Record Retention and Disposal Standard (10/01/2010).

Exhibit 12

Procurement Manual

Contract Process Section



## Pacific Gas and Electric Company

## Requisition To Pay Procurement Manual

### CONTRACT PROCESS

<b>Filename:</b> Exh 12 Procurement Manual - Contract Process.docx	<b>Revision #:</b> 7
<b>Created:</b> RTP Team	<b>Last Update</b> 1/1/2010

## Table of Contents



### OVERVIEW OF PROCESS: CONTRACTERROR! BOOKMARK NOT DEFINED.

Contract Overview .....Error! Bookmark not defined.



### OVERVIEW OF PROCEDURE 3a. Negotiate & Execute Agreements

.....ERROR! BOOKMARK NOT DEFINED.



### PROCEDURE 3A KEY ACTIVITIES ..ERROR! BOOKMARK NOT DEFINED.

3.a.1 Prepare for Negotiations .....Error! Bookmark not defined.

3.a.1.1 Re-Trading (Re-Negotiation) .....Error! Bookmark not defined.

3.a.2 Accept Supplier(s) for Negotiation and Conduct Negotiations....Error! Bookmark not defined.

3.a.3 Award Contract to a Supplier – Reject other Bids/Proposals .....Error! Bookmark not defined.

3.a.4 Route Final Contract Documents for Contract Award Approval & SigningError! Bookmark not defined.



### OVERVIEW OF PROCEDURE 3b. Implement Agreements .....ERROR! BOOKMARK NOT DEFINED.



### PROCEDURE 3B KEY ACTIVITIES ..ERROR! BOOKMARK NOT DEFINED.

3.b.1 Create SRM Contract in SAP SRM.....Error! Bookmark not defined.

3.b.2 Plan Contract Implementation .....Error! Bookmark not defined.



### OVERVIEW OF PROCEDURE 3c. Manage & Change Contracts ERROR! BOOKMARK NOT DEFINED.



### PROCEDURE 3C KEY ACTIVITIES ..ERROR! BOOKMARK NOT DEFINED.

Filename: Exh 12 Procurement Manual - Contract Process.docx	Revision #: 7
Created: RTP Team	Last Update 1/1/2010





## Requisition To Pay Procurement Manual

### 3. CONTRACT

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- 3.c.1 Determine the Nature of the Change and the Type of Contract.. Error! Bookmark not defined.
- 3.c.2 Prepare Contract Change Order Document ..... Error! Bookmark not defined.
- 3.c.3 Determine Appropriate Approval / Signature Levels and Route for Approvals Error! Bookmark not defined.
- 3.c.4 Change SRM Contract in SAP SRM ..... Error! Bookmark not defined.

**DOCUMENT REVIEW HISTORY.....ERROR! BOOKMARK NOT DEFINED.**

<b>Filename:</b> Exh 12 Procurement Manual - Contract Process.docx	<b>Revision #:</b> 7
<b>Created:</b> RTP Team	<b>Last Update</b> 1/1/2010

## Exhibit 13

### Information Technology Change Management Process Manual

- Tech Library Home
- Site Map
- Document Search
- Acceptance Test
- Agreements
- Author Tools
- Emergency Plans
- Forms
- Guidelines
- Information Bulletins
- Manuals
- PCM
- Plans & Strategies
- Policies
- Presentations
- Procedures
- Process Manuals
- Standards
- Configuration Manual



## Process Manual—Change Management

Number	Title	Released/Last Date Reviewed	Associated Documents
PM0004	Mainframe DB2 Change Management PM	05/18/06	
PM0006	UNIX Change Management PM Ver 1.5	08/28/06	
PM0007	Externally Facing Shared Web Environment Change Management PM	09/19/06	
PM0008	Active Directory Change Management PM	04/1/09	
PM0010	Windows Server Change Management PM	04/1/09	
PM0036	IT Electric SCADA T&D Change Management	03/30/09	
PM0040	Change Management work Infrastructure Change Management	06/08/10	
PM0040	ISTS ODN Windows Server Infrastructure Applications	10/15/09	
PM0041	IT Hydro SCADA Change Management	11/30/09	

UPDATED: 07/20/10

## Exhibit 14

### Procedure for Temporary Assignments



## Policy/Procedure for Temporary Assignments of Pacific Gas and Electric Company employees to PG&E Corporation or PG&E Corporation Support Services II

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**Background:** PG&E Corporation, PG&E Corporation Support Services II and other entities (contact the Compliance and Ethics Department (see Attachment A, List of Affiliated Companies at [the C&E website](#)) to determine the status of a specific company) are not Affiliates under the rules adopted by the CPUC (hereafter they are referred to as Corporate Services Entities) and as such temporary assignments are permitted. Assignments to these entities shall be documented in accordance with these procedures.

Temporary assignments to a Corporate Services Entity may not be used as a means of providing a service to an Affiliate that is not otherwise permissible under the affiliate rules. Services provided to Affiliates by Pacific Gas and Electric Company employees shall be conducted and priced in accordance with the rules and procedures applicable to the specific affiliate involved.

**Definition of Temporary Assignment:** A temporary assignment is defined as a short term or intermittent assignment where the employee's work is for the sole benefit of the Corporate Services Entities or for the shared benefit of Pacific Gas and Electric Company and the Corporate Services Entities. The employer continues to be Pacific Gas and Electric Company for the duration of the assignment.

A transfer occurs when the employee moves to and accepts a position with a Corporate Services Entity and the Corporate Services Entity becomes the employer. The new employer will be billed a transfer fee based on the Pacific Gas and Electric Company employee's final compensation at Pacific Gas and Electric Company after a transfer has occurred (see the Affiliated Company Transaction Procedures issued by the Controller for more information on the transfer fee.)

**Employees Eligible for Temporary Assignments to PG&E Corporation:** All Pacific Gas and Electric Company employees are eligible for temporary assignment to a Corporate Services Entity.

**Temporary Assignment Agreements:** A Temporary Assignment agreement, signed by the responsible Pacific Gas and Electric Company manager, Corporate Services Entity supervisor, and the employee is *to be completed prior to the start of the assignment*. The executed agreement should be sent to the Compliance and Ethics Department. The agreement must include at a minimum the following provisions:

- The starting and ending dates of the assignment;
- The purpose of the assignment;
- Employee's pay rate for the duration of the assignment;
- Work location of the employee during the assignment. If the employee will be located in Pacific Gas and Electric Company space the cost of the space and support systems must be identified and billed to the Corporate Services Entity;
- A requirement that Pacific Gas and Electric Company needs shall take precedence over those of the Corporate Services Entity; and
- Confirmation that the employee understands the Affiliate Rules, including the provision that they will not transfer confidential Pacific Gas and Electric Company information to Affiliates while on assignment to a Corporate Services Entity.

A sample agreement is attached to this policy. The document may only be changed by revising the original agreement and obtaining all signatures and submitting the revised agreement to the Compliance and Ethics Department.



## **Policy/Procedure for Temporary Assignments of Pacific Gas and Electric Company employees to PG&E Corporation or PG&E Corporation Support Services II**

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**Billing for Temporary Assignments:** To ensure that assignments are correctly billed, employees who are on assignment to another entity will remain tagged to their Pacific Gas and Electric Company cost center within SAP. It is the responsibility of the Pacific Gas and Electric Company manager to ensure that an Order has been established by Affiliate Accounting and that all appropriate time and costs for the employees on Temporary Assignments are charged to the corresponding Orders. The form to request an Order is available from the Controller's Intranet site <http://pgeatwork/Finance/Controller/AT/>. Employees will continue to receive paychecks and benefits from Pacific Gas and Electric Company during their assignments.

**Cost of Employee to PG&E Corporation:** If the purpose and work is for the sole benefit of the Corporate Services Entity, that entity is to be billed the fully loaded cost for the employee. If the purpose and work performed is for the shared benefit of the Pacific Gas and Electric Company and the Corporate Services Entities, only the appropriate proportionate amount of the fully loaded cost will be billed to the Corporate Services Entity. The form to request an Order is available on the Controller's intranet site.



## Policy/Procedure for Temporary Assignments of Pacific Gas and Electric Company employees to PG&E Corporation or PG&E Corporation Support Services II

---

### SAMPLE CORPORATE SERVICES ENTITY TEMPORARY ASSIGNMENT AGREEMENT

(Actual Agreement may vary in form and substance; however the minimum requirements identified in the Temporary Assignment Policy must be included.)

The undersigned agree to the following conditions for the temporary assignment of *{employee}* from Pacific Gas and Electric Company to *{receiving employer}*.

- The temporary assignment will begin on or about *{start date}* and end on or about *{end date}*.
- For the duration of the assignment, *{employee}* will maintain his/her Pacific Gas and Electric Company status and corresponding salary. The Pacific Gas and Electric Company will continue to pay *{employee}* and bill *{receiving employer}* according to adopted transfer pricing rules (See PG&E's Affiliated Company Transaction Procedures).
- The objective of the assignment is to provide *{description of purpose and work}*.
- During the past six months *{employee}* has held the following position at the Pacific Gas and Electric Company: *{insert position title}*.
- If the purpose and work is for the sole benefit of the *{receiving entity}*, *{receiving entity}* will be billed the fully loaded cost for *{employee}* for time spent on *{receiving employer}* work. If the purpose and work is for the shared benefit of the Company and the Corporate Services Entities, only the proportionate amount of the fully loaded cost will be billed.
- *{Employee}* will report to *{receiving supervisor}* at *{receiving employer}*. *{Receiving supervisor}* may change this reporting relationship at any time during this assignment based on business and operational needs.
- For the duration of the assignment, *{employee}* will continue to receive the Short-Term Incentive Plan (STIP) rating associated with their department at Pacific Gas and Electric Company. All provisions of Pacific Gas and Electric Company's STIP Guidelines in effect at that time will apply.
- *{Receiving employer}'s {Department Name}* will be billed for *{Employee's}* expenses incurred in carrying out this assignment (for example, meals or lodging). To the extent possible all such expenses shall be directly charged to *{Receiving Employer}* by the employee or the vendor providing the service.
- Due to continued restructuring in the company, *[sending Pacific Gas and Electric Company department]* or *[receiving Affiliate department]* may decide to reorganize its work force. Nothing in this agreement precludes the implementation of such changes in either department for the duration of the assignment. In the event this occurs and *[employee]* is impacted by the change, *[he or she]* will receive all considerations offered to eligible employees under the work force management provisions in effect at the time of the impact.
- Either Company may choose to terminate this assignment prior to the end date based on operational needs. The needs of Pacific Gas and Electric Company shall take precedence over those of the *{Receiving Company}*. Pacific Gas and Electric Company will have sole discretion in determining the needs of Pacific Gas and Electric Company. Should Pacific Gas and Electric Company terminate the assignment prior to the end of the assignment, *{Pacific Gas and Electric Company manager}* will notify *{receiving supervisor}* of the termination. Upon such notification, *{employee}* shall be informed of the termination of the assignment and shall be expected to return to his/her base Pacific Gas and Electric



## Policy/Procedure for Temporary Assignments of Pacific Gas and Electric Company employees to PG&E Corporation or PG&E Corporation Support Services II

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Company position the workday immediately after the end of the assignment but no later than *{ending date}*. The minimum notice for termination is two business days unless otherwise agreed to by both parties. *{Receiving supervisor}* will give *{employee}* two weeks' notice prior to official termination of assignment.

- All changes to this agreement must be made in writing and authorized by the Pacific Gas and Electric Company manager, manager of receiving employer, and the employee prior to their effective date.

---

Pacific Gas and Electric Company Manager - *{Manager Name}*

---

Date

---

Manager of *{receiving employer}* - *{Manager Name}*

---

Date

-----

I have read and signed the attached confidentiality agreement. I affirm that I am not taking any PG&E-owned property (tangible or intangible), including any "works for hire" or other intellectual property, which I created and which Pacific Gas and Electric Company owns, or any files, documents and other information belonging to PG&E or its customers, with me while on assignment to *{Receiving Company}*. **I agree that while on assignment to *{Receiving Company}*, I will not perform any work for any other affiliate.**

---

Employee

---

Date

**A copy of the signed agreement should be received by the Compliance and Ethics Department (Mail Code N4F, 245 Market or fax 415-973-1183) at least two business days prior to the start of the assignment.**

**Pacific Gas and Electric Company manager must also submit an Order Request Form to the Affiliate Accounting section in the Management Reporting Department.**





## Policy/Procedure for Temporary Assignments of Pacific Gas and Electric Company employees to PG&E Corporation or PG&E Corporation Support Services II

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### Confidentiality Agreement

As an employee on assignment to *{Receiving Company}*, you may have access to confidential Pacific Gas and Electric Company or customer data.

*{Receiving Company}* has the following policy with regard to confidential information: Each employee maintains the confidentiality of proprietary and other confidential information acquired in the course of his or her employment with *{Receiving Company}*. Further, confidential Pacific Gas and Electric Company or customer information may only be released to third parties, including Pacific Gas and Electric Company Affiliates, (1) with the prior written consent of the customer, and (2) on an equal basis as among Affiliates and non-affiliates. And finally, California Public Utilities Commission affiliate transaction rules strictly limit the circumstances under which confidential Pacific Gas and Electric Company information may be shared with Affiliates. If you receive or have access to confidential Pacific Gas and Electric Company information, you may not provide that information to any third party, including any Affiliate of Pacific Gas and Electric Company, nor to employees of third parties or Affiliates. Affiliates include, among others (see Attachment A, List of Affiliated Companies at [the C&E website](#) for most current list), Fuelco LLC, Pacific Connector Gas Pipeline, LP, Pacific Connector Gas Pipeline, LLC, Pacific Energy Fuels Company, PG&E Corporation Support Services, Inc., PCG Capital, and PG&E Strategic Capital, Inc. Please note that *{Receiving Company}* is not an "Affiliate" for purposes of these rules; however, *{Receiving Company}* employees may not be used as a conduit to circumvent the rules.

Covered information may bear the following label (or something similar) either on the information itself or in the cover letter attached to the information:

"May contain confidential Pacific Gas and Electric Company information, which may be shared with the holding company, but not with affiliates."

I affirm that I am not taking any Pacific Gas and Electric owned property (tangible or intangible), including any "works for hire" or other intellectual property, which I created and which Pacific Gas and Electric owns, or any files, documents and other information belonging to Pacific Gas and Electric Company or its customers with me while on assignment to *{Receiving Company}*. **I agree that while on assignment to *{Receiving Company}*, I will not perform any work for an Affiliate.**

If you have any questions about this requirement you should discuss them with your director or manager, or contact the Compliance and Ethics Department at 1-888-231-2310. Please sign one copy of this memorandum where indicated below and return it to Compliance and Ethics Department, Mail Code **N4F, 245 Market**.

I have read the above and will comply with all written policies regarding limitations on the use of confidential Pacific Gas and Electric Company information and understand that failure to observe these limitations in the future will result in subjecting me to corporate discipline policies.

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Signature of Employee

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Print Employee Name

---

Date



## Policy/Procedure for Temporary Assignments of Pacific Gas and Electric Company employees to PG&E Corporation or PG&E Corporation Support Services II

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### Policy/Procedure for Temporary Assignments with Rule II.B Affiliates

**Background:** Temporary Assignments of Pacific Gas and Electric Company employees to non-energy marketing Rule II.B. Affiliates (Affiliates (see Attachment A, List of Affiliated Companies at [the C&E website](#) for most current list)) are permitted, with certain restrictions, under the Affiliate Transaction Rules adopted by the CPUC. All assignments to Affiliates (PG&E Corporation and PG&E Corporation Support Services II and certain other Entities are not Rule II.B. Affiliates) must follow the guidelines and procedures described below. Failure to follow the guidelines and procedures outlined below may result in significant penalties being imposed on Pacific Gas and Electric Company. Contact the Compliance and Ethics Department to determine the status of a specific company.

**Definition of Temporary Assignments:** A Temporary Assignment is defined as a short term or intermittent assignment where an employee works at or under the direction of an Affiliate. The employer continues to be Pacific Gas and Electric Company for the duration of the assignment.

A Transfer occurs when the employee moves to an Affiliate and accepts a position with the Affiliate. The Affiliate becomes the employer when a transfer has occurred. Employees who Transfer to an Affiliate are subject to rules which require a minimum length of service at an Affiliate before the employee can return to the Pacific Gas and Electric Company (Temporary Assignments on the other hand have a maximum duration). Affiliates are billed a transfer fee when a Pacific Gas and Electric Company employee Transfers to an Affiliate.

Pacific Gas and Electric Company has defined work which requires five or more consecutive days of service at the Affiliate's work location or at a non-Pacific Gas and Electric Company facility under the direction or sponsorship of an Affiliate to be an assignment covered by this policy. This includes assignments which might otherwise be covered under corporate support. Work assignments which are performed entirely at Pacific Gas and Electric Company facilities or which require less than five consecutive days at an Affiliate's facilities *must be* permitted corporate support. Authorization under the appropriate Continuing Services Agreement (CSA) or a work order executed pursuant to a CSA is required. A work order is not required for Temporary Assignments. A description of permitted corporate support can be found in the Affiliate Company Transaction Procedures or in the Affiliate Rules Compliance Plan on the Compliance and Ethics Intranet site.

**Ineligible Affiliates:** Energy marketing affiliates may *not* receive employees on Temporary Assignment from Pacific Gas and Electric Company under any circumstance.

**Employees Eligible to Rotate to an Affiliate:** Employees *not* involved in marketing for Pacific Gas and Electric Company may be assigned to an affiliate. For the purpose of this policy employees involved in marketing include any employee who within the past six months has had one or more of the following types of assignment as a significant proportion of job responsibilities for Pacific Gas and Electric Company:

- Gas or Electric commodity, transportation, or delivery sales;
- Assigned customers with responsibility for sales;
- Market or customer research;
- Customer oriented product or program development or management;



## Policy/Procedure for Temporary Assignments of Pacific Gas and Electric Company employees to PG&E Corporation or PG&E Corporation Support Services II

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- Advertising or promotions.

Final determination on whether or not an employee has been involved in marketing within the past six months will reside with the Director of Compliance and Ethics of Pacific Gas and Electric Company.

**Length of Temporary Assignments:** Temporary Assignments are limited to 30 percent of an employee's chargeable time in a calendar year. For purposes of this rule an employee may not be on assignment to one or more affiliates for more than 78 work days (including vacation, sick and other nonproductive time) excluding holidays recognized by Pacific Gas and Electric Company (for example, New Years Day, Presidents Day or Fourth of July) which occur during the assignment.

The Compliance and Ethics department will maintain records of all Temporary Assignments to ensure that no employee is on assignment to an affiliate for more than the permitted 78 days during a calendar year. The Compliance and Ethics department will provide a reminder to the employee, two weeks prior to their reaching the 78 day maximum, that they must return to Pacific Gas and Electric Company once the maximum is reached. The 78 day maximum is a cumulative number in any one calendar year.

**Temporary Assignment Agreements:** An Affiliate Temporary Assignment Agreement, signed by the responsible Pacific Gas and Electric Company officer, the Affiliate officer, and the employee *must be completed and submitted to the Compliance and Ethics Department prior to the start of the assignment.* A minimum of two business days in advance is requested to ensure that the agreement meets all requirements. The Compliance and Ethics Department will notify the employee and the Pacific Gas and Electric Company officer once it has reviewed the agreement that the assignment may begin. The Affiliate Temporary Assignment Agreement (see Attachment for a sample agreement) must include at a minimum the following provisions:

- The starting and ending dates for the assignment;
- Pacific Gas and Electric Company job titles held by the employee for the prior six months;
- Work location of the employee during the assignment;
- Upon two business day notice by Pacific Gas and Electric Company that the services of the employee are needed by Pacific Gas and Electric Company, the assignment will end and the employee will report back to Pacific Gas and Electric Company;
- Determination of Fair Market Value for the employee's services (provided by the Controller's organization);
- Confirmation that the employee understands the Affiliate Rules and agrees to abide by them.

Agreements may only be changed by revising, in writing, the original agreement and obtaining all signatures and submitting the revised agreement to Compliance and Ethics Department prior to the end of the original agreement. In no case may an extension cause an employee to exceed the maximum 78 days in a calendar year.

**Maximum Number of Pacific Gas and Electric Company Employees who may be assigned to Affiliates:** At any one time no more than five percent of the total number of Pacific Gas and Electric Company employees may be on assignment to affiliates. Should the Pacific Gas and Electric Company reach the maximum number of permitted assignments no further assignments will be allowed. Pacific Gas and Electric Company officers in consultation with PG&E Corporation



## Policy/Procedure for Temporary Assignments of Pacific Gas and Electric Company employees to PG&E Corporation or PG&E Corporation Support Services II

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will determine priorities for assignments when Pacific Gas and Electric Company is near the maximum number of temporary assignments. The Compliance and Ethics department will maintain records of all employees' currently on assignment and shall notify Pacific Gas and Electric Company officers and Pacific Gas and Electric Corporation when the number of assignments is near the maximum number allowed.

**Billing for Temporary Assignments:** To ensure that temporary assignments are correctly billed, employees who are on assignment to an affiliate will remain tagged to their Pacific Gas and Electric Company cost center within SAP. It is the responsibility of the Pacific Gas and Electric Company manager to ensure that an order has been established by Affiliate Accounting and that all time and costs for the employee on assignment are charged to that order. The employee will continue to receive paychecks and benefits from Pacific Gas and Electric Company during the assignment. All personal expenses shall be reimbursed to the employee by the affiliate for the duration of the assignment.

**Cost of Employee to Affiliates:** The Affiliate will be billed at the greater of the fully loaded cost plus 10% of direct labor costs or fair market value for all non-executive employees. Executives (managers and officers) on assignment to an Affiliate will be billed at the greater of fully loaded cost plus 15% of direct labor or fair market value. The Controller of Pacific Gas and Electric Company or his delegate shall make the final determination of fair market value.

**Employee Checklist:** Employees who are on assignment to an Affiliate shall have their Pacific Gas and Electric Company access to information and systems suspended, terminated, or otherwise not available during the period of their Assignments. The Pacific Gas and Electric Company supervisor should ensure that the departing employee checklist is completed on the employee's last day with Pacific Gas and Electric Company and the completed checklist sent to the Compliance and Ethics Department. For shorter assignments the Pacific Gas and Electric Company supervisor may keep access and identification cards and ensure that the employees' passwords to Pacific Gas and Electric Company systems are changed and the new passwords not provided to the employee until the Assignment has finished. Once the assignment ends the Pacific Gas and Electric Company employee may be granted access to Pacific Gas and Electric Company information and systems as required.



## Policy/Procedure for Temporary Assignments of Pacific Gas and Electric Company employees to PG&E Corporation or PG&E Corporation Support Services II

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### SAMPLE AFFILIATE TEMPORARY ASSIGNMENT AGREEMENT

(Actual Agreement may vary in form and substance; however the minimum requirements identified in the appropriate Temporary Assignment Policy must be included.)

The undersigned officers agree to the following conditions for the temporary assignment of [employee] from Pacific Gas and Electric Company to [receiving affiliate].

- The assignment period will begin on [date] and end on [date].
- For the duration of the assignment, [employee] will be Band [Band], with a salary of [\$ amount]. Pacific Gas and Electric Company will continue to pay the employee and bill the affiliate according to adopted transfer pricing rules (See PG&E's Affiliated Company Transaction Procedures).
- The objective of the assignment is to provide [employee] with a developmental opportunity to meet the following business need(s):

[Describe]

[employee] has not been involved in marketing within the past six months. During the past six months [employee] has held the following positions at the Pacific Gas and Electric Company: [list all]

- The hourly market rate for [employee's Pacific Gas and Electric Company classification] is [fair market value approved by Corp Accounting].
- [Affiliate] will be billed the higher of the fully loaded cost of the employee plus 10 percent [15 percent if an executive] of direct labor costs or the fair market value determined above.
- [Employee] will report to [receiving affiliate supervisor] at [affiliate work location]. [Receiving department supervisor] may change this reporting relationship at any time during this assignment based on business and operational needs.
- For the duration of the assignment, [employee] will continue to receive the Short-Term Incentive Plan (STIP) rating associated with [the sending Pacific Gas and Electric Company department]. All provisions of Corporate Compensation's STIP Guidelines in effect at that time will apply.
- [Receiving affiliate department] will directly reimburse the employee's expenses incurred due to the acceptance of this assignment (for example, meals or lodging).
- Either Department may choose to terminate this assignment prior to the end date based on operational needs. The needs of Pacific Gas and Electric Company shall take precedence over those of the Affiliate. Pacific Gas and Electric Company will have sole discretion in determining the needs of Pacific Gas and Electric Company. Should Pacific Gas and Electric Company terminate the assignment prior to the end of the assignment, [Pacific Gas and Electric Company officer] will notify [affiliate officer] of the termination. Upon such notification, the employee shall be informed of the termination of the assignment and shall



## Policy/Procedure for Temporary Assignments of Pacific Gas and Electric Company employees to PG&E Corporation or PG&E Corporation Support Services II

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be expected to return to his/her base Pacific Gas and Electric Company position the workday immediately after the end of (*the termination date*). The minimum notice for termination is two business days unless otherwise agreed to by both parties. [*Receiving supervisor*] will give [*employee*] and [*sending department manager*] two weeks notice prior to official termination of assignment.

- Due to continued restructuring in the company, [*sending Pacific Gas and Electric Company department*] or [*receiving Affiliate department*] may decide to reorganize its work force. Nothing in this agreement precludes the implementation of such changes in either department for the duration of the assignment. In the event this occurs and [*employee*] is impacted by the change, [*he or she*] will receive all considerations offered to eligible employees under the work force management provisions in effect at the time of the impact.
- This agreement is not a guarantee of employment for the prescribed period of the assignment. During the assignment, employee shall be subject to all applicable conduct and work performance policies.
- All changes to this agreement must be made in writing and authorized by the officer of Pacific Gas and Electric Company, the officer of the Affiliate, and the employee prior to their effective date.

\_\_\_\_\_  
Officer of Pacific Gas and Electric Company

\_\_\_\_\_  
Date

\_\_\_\_\_  
Officer of Receiving Affiliate

\_\_\_\_\_  
Date

-----  
By signing this agreement I acknowledge that I have read and agree to follow all rules, policies and procedures, including the CPUC rules last updated in D. 06-12-029, regarding affiliate transactions during my Assignment to [*Affiliate Company*]. I agree that I will not use or disclose any Pacific Gas and Electric Company proprietary and confidential information (including privileged and customer information) in the course of my assignment with the affiliate. I affirm that I am not taking any Pacific Gas and Electric Company owned property (tangible or intangible), including any "works for hire" or other intellectual property, which I created and which Pacific Gas and Electric Company owns, or any files, documents and other information belonging to Pacific Gas and Electric Company or its customers with me while on assignment to [*Affiliate*]. I agree that while on Assignment to [*Affiliate*] I will not perform any work for Pacific Gas and Electric Company.

\_\_\_\_\_  
Employee

\_\_\_\_\_  
Date

**A copy of the signed agreement must be received by the Compliance and Ethics Department (Mail Code N4F, 245 Market or fax 415-973-1183) at least two business days prior to the start of the assignment.**

**Pacific Gas and Electric Company manager must also submit an Order Request Form to the Affiliate accounting section of the Management Reporting Department.**



**Policy/Procedure for Temporary Assignments of  
Pacific Gas and Electric Company employees to  
PG&E Corporation or PG&E Corporation Support Services II**

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Exhibit 15

CUST-4501S CPUC NTP&S Annual Report Filing Standard



## CPUC NTP&S Annual Report Filing Standard

### Summary

This standard describes the requirements for compiling and submitting the revenues and expenses associated with the California Public Utility Commission's (CPUC) Non-Tariffed Products & Services (NTP&S) which are included in the Annual Report. CPUC Decision 99-04-021 specifies the treatment for CPUC-regulated NTP&S. This includes:

- New NTP&S qualify for 50/50 net revenue treatment after approval by advice filing.
- The existing catalogue of NTP&S revenues are assigned to Other Operating Revenues and expenses are assigned to O&M accounts.

This decision also sets the requirements for filing of the annual report (Annual Report).

### Target Audience

All Pacific Gas & Electric Company (PG&E) departments who deliver NTP&S

### Safety

NA

### Table of Contents

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2	Existing NTP&S .....	2
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### Requirements

#### 1 New NTP&S

##### 1.1 Balancing Accounts

1. Two balancing accounts, NTBA-E (electric) and NTBA-G (gas) are established for each new NTP&S that qualify for 50/50 net revenue sharing treatment.

##### 1.2 Revenue and Expense Tracking



## CPUC NTP&S Annual Report Filing Standard

1. During monthly closing, Energy Accounting runs a report in SAP using a list of revenue order(s) and expense order(s) associated with each new NTP&S. In order to provide customers with 50% of the after-tax revenues, Energy Accounting makes entries to the NTBA-E and NTBA-G balancing accounts using the following calculation:

For NTBA-E: (55% of gross Revenues – 55% of Costs) x 37.21%

For NTBA-G: (45% of gross Revenues – 45% of Costs) x 37.21%.

2. At the end of each year, Energy Accounting transfers the balances in NTBA-E and NTBA-G to appropriate electric (DRAM) and gas (CFCA) accounts to properly credit customers with revenue.

- a. IF expenses exceed revenues for any product,

THEN the balance for that product is not transferred and re-set to zero.

## 2 Existing NTP&S

### 2.1 Verification

1. At the beginning of each calendar year, NRD sends out an e-mail communication with an attached spreadsheet to select PG&E individuals who have historically delivered or coordinated the delivery of NTP&S to customers (Appendix A).
2. The individuals are asked to respond to the e-mail request by a certain deadline to identify what NTP&S projects, if any, were performed in the previous calendar year and to provide associated details of the project such as:
  - SAP direct labor costs
  - Non-labor costs
  - Names of PG&E employees performing work
  - Number of hours spent on project
3. Project details are entered on the attached spreadsheet, [pr\\_11.xls](#).

### 2.2 NTP&S Categories

1. New Revenue Development (NRD) identifies which category each project fits within the NTP&S catalog approved by the CPUC based on historical projects and NTP&S catalog category descriptions.
2. The catalog is located on the NTP&S shared drive, NTPS Manual Rev 122104.doc.

## CPUC NTP&S Annual Report Filing Standard

### 2.3 Expenses

1. Planning, Forecasting, and Reporting supplies NRD with escalators to be applied to the SAP direct labor costs to accurately reflect PG&E's incremental costs to deliver the NTP&S project.
2. Escalators account for expenses such as:
  - Pension
  - Long-term disability
  - Insurance expenses
3. Escalators change on an annual basis.
4. The spreadsheet [pr\\_11.xlsx](#) calculates the estimated annual proportion of the asset used, in terms of an employee's productive time which is then included in the Annual Report.

### 2.4 Annual Report Filing

1. Allocated costs and revenues, number of transactions, type of relevant assets, and estimated annual proportion of assets used is then compiled from the spreadsheet by NTP&S category.
2. A draft of the Annual Report is sent to the Law Department and the Manager of NRD Product Development for review and approval.
3. The draft Annual Report contains:
  - a. A Cover Letter, [2011 NTPS Cover Letter.doc](#).
  - b. The Annual Report, [2011 summaryperiodicreport attach 2.xlsx](#).
  - c. An Introduction, [2011 NTPS Introduction.doc](#).
4. There is not a specific CPUC-mandated due date for filing the annual report, but March 30 has been internally established as the target filing date.



## CPUC NTP&S Annual Report Filing Standard

### 3 Tracking and Documentation

3.1 The following documents are stored on NRD's shared drive:

- [S:\BusDev\NTP&S\NTPS PG&E Periodical reports\2011\pr\\_11.xlsx](S:\BusDev\NTP&S\NTPS PG&E Periodical reports\2011\pr_11.xlsx)
- <S:\BusDev\NTP&S\NTPS PG&E Periodical reports\2011\2011 NTPS Cover Letter.doc>
- <S:\BusDev\NTP&S\NTPS PG&E Periodical reports\2011\2011 summaryperiodicreport attch 2.xlsx>
- <S:\BusDev\NTP&S\NTPS PG&E Periodical reports\2011\2011 NTPS Introduction.doc>
- <S:\BusDev\NTP&S\NTPS Manual\NTPS Manual Rev 122104.doc>

3.2 The following documents are part of the CPUC's public record and can be accessed through their website:

- [2011 NTPS Cover Letter.doc](#)
- [2011 summaryperiodicreport attch 2.xlsx](#)
- [2011 NTPS Introduction.doc](#)

### END of Requirements

**Definitions** NA

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**Implementation Responsibilities** New Revenue Development and Regulatory Relations are responsible for implementing this procedure.

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**Governing Document** NA

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**Compliance Requirement/  
Regulatory Commitment** CPUC Decision 99-04-021

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**Reference Documents** **Developmental References:**



## CPUC NTP&S Annual Report Filing Standard

NA

### Supplemental References:

[pr\\_11.xlsx](#)

[NTPS Manual Rev 122104.doc](#)

[2011\\_summaryperiodicreport\\_attch 2.xlsx](#)

[2011 NTPS Introduction.doc](#)

[2011 NTPS Cover Letter.doc](#)

### Appendices

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### Attachments

NA

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### Document Recession

NA

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### Approved By

Deanna Toy, Director, New Revenue Development

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### Document Owner

New Revenue Development

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### Document Contact

Eric Wirth, Senior Product Manager, New Revenue Development

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### Document Retention

Draft reports and supporting documentation are saved indefinitely on the NRD Shared drive and are managed by NRD.

Final reports are maintained by Regulatory Relations.

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## CPUC NTP&S Annual Report Filing Standard

**Revision Period** This document must be reviewed and updated on an annual basis according to the publication date.

### Revision Notes

Where?	What Changed?
NA	No updates – 02/28/14

**CPUC NTP&S Annual Report Filing Standard****APPENDIX A, KICK OFF MEMO FOR NTP&S ANNUAL REPORT**

Page 1 of 1

Subject: Kick Off Memo for <Year> NTP&S Annual Report

<Addressees>

It is once again time to report non-tariffed products and services (NTP&S) activities to the California Public Utilities Commission (CPUC). The periodic report to cover 2011 activities will be filed at the CPUC in mid-April 2012.

As has been the practice, we will need data for all non-tariffed products and services that were offered and billed from January 1 - December 31, 2011. If your NTP&S data already is maintained by New Revenue Development, please so indicate to me. This filing will include services offered before January 1, 2011 that were not billed until after January 1, 2011. Likewise, it will not include services offered during the January 1 - December 31, 2011 time period that were not billed until after December 31, 2011.

Please complete the attached template (pr\_11 NE1.xls) by providing data for your non-tariffed products and services activities in 2011. All required columns must be completed.

<< File: current year's file >>

The template for reporting 2011 activities is the same as 2010. As with last year's template, the cost portion requires the SAP costs or the direct labor and material costs. The template also segregates the costs by the year in which it was incurred. I will include the necessary adders to the costs as required by the CPUC.

As required for the 2010 reporting, please include a detailed description and the figures used to calculate the percent of asset used. For products and services categories that have multiple departments providing input, I will need to calculate an overall percentage for the category. I will need the details and figures from each department in order to accomplish that task. You can provide this data in the space to the right of the template or on a separate submittal.

For your reference, attached is last year's spreadsheet, pr\_10.xls. This spreadsheet indicates the NTP&S projects that were reported last year, the costs, revenues, assets used and the name of the person who reported the activity.

<< File: previous year's file >>

Please have the template completed in full and returned to me by COB April 9. As in the past, directors will be asked to verify that the data for the filing is complete. Also, be sure to keep all work papers (including the contract to perform the work, a copy of SAP indicating the costs and revenues, and the calculation for the percent of asset used) to verify the data in the event of an audit. The Commission can audit the 2011 products and services activities for up to three years after we file the periodic report. If you prefer, you can send me a copy of your work papers to ensure that a copy of the supporting data is available in the event of an audit, but your department will be the primary source for the work papers.



## **CPUC NTP&S Annual Report Filing Standard**

### **APPENDIX A, CONTINUED**

Page 2 of 2

Finally, if any of you are no longer the NTP&S contact for your organization, please notify me immediately.

Thanks for your assistance in completing this regulatory requirement.

<Signature>



**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	