

PUBLIC UTILITIES COMMISSION

505 VAN NESS AVENUE
SAN FRANCISCO, CA 94102-3298



June 15, 2017

Advice Letter 3840-G/5065-E

Erik Jacobson
Director, Regulatory Relations
Pacific Gas and Electric Company
77 Beale Street, Mail Code B10C
P.O. Box 770000
San Francisco, CA 94177

**Subject: Proposed Modifications to PG&E's On-Bill Financing Loan
Programs and Associated Schedules E-OBF and G-OBF**

Dear Mr. Jacobson:

Advice Letter 3840-G/5065-E is effective as of June 5, 2017.

Sincerely,

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

Edward Randolph
Director, Energy Division



Erik Jacobson
Director
Regulatory Relations

Pacific Gas and Electric Company
77 Beale St., Mail Code B23A
P.O. Box 770000
San Francisco, CA 94177

Fax: 415-973-1448

May 3, 2017

Advice 3840-G/5065-E

(Pacific Gas and Electric Company ID U 39 M)

Public Utilities Commission of the State of California

Subject: Proposed Modifications to Pacific Gas and Electric Company's On-Bill Financing Loan Programs and Associated Schedules E-OBF and G-OBF

Purpose

The purpose of this advice letter is to propose changes to Pacific Gas and Electric Company's (PG&E's) On Bill Financing (OBF) Loan Programs for both gas and electric energy efficiency measures (G-OBF and E-OBF), consistent with California Public Utilities Commission (CPUC or Commission) Decision (D.)16-11-022, the "Decision on Large Investor-Owned Utilities' California Alternate Rates for Energy (CARE) and Energy Savings Assistance (ESA) Program Applications." This will be accomplished through revisions to PG&E Schedules G-OBF and E-OBF, PG&E's General Off-Bill and On-Bill Financing Loan Agreement form (Form No. 79-1118), and PG&E's Off-Bill and On-Bill Financing Loan Agreement for Self-Installed Projects form (Form No. 79-1126).

PG&E proposes to increase the maximum loan amount of energy efficiency financing available *per premise* under the G-OBF and E-OBF tariffs from \$1,000,000 to \$2,000,000 for Government Agency Customers¹ and proposes to add Multi-family Customers to the list of recipients eligible for the higher loan limit of \$2,000,000. These adjustments apply only at the premise level and will align the PG&E OBF program with the OBF programs of the other investor-owned utilities (IOUs).

Background

In D.16-11-022, the Commission recommended direct modifications to OBF to make it more attractive to non-master metered, multi-family properties that rent to low-income tenants. It suggested that the IOUs could act on this recommendation when they filed implementation plans for their OBF programs under their new business plans.² PG&E's

¹ Capitalized terms have the meaning provided in the OBF tariffs, unless otherwise specified.

² D.16-11-022, p.205, issued November 21, 2016.

energy efficiency business plan was filed soon afterwards,³ but the business plans likely will not be approved until late 2017.⁴ In the meantime, to provide continued support of the Commission's objectives for the ESA program, PG&E files this Tier 2 advice letter to propose changes to the OBF loan limits, effective May 1, 2017.

1. On-Bill Financing Program

The 2010-2012 Energy Efficiency Program Decision (D. 09-09-047, "2010-2012 EE Decision") adopted statewide terms for OBF loans to be offered by PG&E and the other IOUs.⁵ PG&E's OBF program was confirmed in Advice Letter 3118-G-A.

The OBF loan programs provide zero-percent (0%) interest financing to qualified customers towards the purchase and installation of new energy efficient measures or equipment at the customer's premises. Qualified customers are those customers who meet specified credit criteria and comply with OBF loan program requirements in accordance with these schedules.

In order to participate and receive financing under the OBF loan program, the customer must execute an On-Bill Financing Loan Agreement (Form No. 79-1118 or 79-1126) which specifies loan repayment obligations and other applicable program requirements.

2. Increased Opportunities for Multi-family Property Owners

In D.16-11-022, the Commission found "that very few, if any, multifamily properties, either deed-restricted or market-rate, have participated in IOU OBF/OBR programs..... It appears that the underutilization of the OBF program among multifamily properties is the result of a lack of awareness and an unwillingness to tap into loans of up to \$100,000 with five-year payback terms...."

The Commission also noted, "The OBF/OBR plans should aim to: (1) better integrate OBF with the ESA Program SPOC model that has been further established and empowered in this Decision; and (2) consider and, if warranted, propose modified loan terms that are more accessible to the Multi-Family market, and the plans should identify strategies, update program design, and include detailed marketing plans to reach the Multi-Family sector, including the low income occupied Multi-Family housing sector."⁶

Therefore, consistent with D.16-11-022, PG&E proposes to include Multi-family properties in the same category as Government Agency Customers for OBF,

³ January 17, 2017,

⁴ "Scoping Memo and Ruling of Assigned Commissioner and Administrative Law Judges," A.17-01-013, et al., April 14, 2017, pp. 12-14.

⁵ See 2010-2012 EE Decision, Ordering Paragraph (OP) 40. See also p. 286 and Table 35 at pp. 275- 276.

⁶ D.16-11-022, Conclusion of Law (COL) 1.

allowing them access to larger loan limits. PG&E also will increase the OBF loan limit exception for a single premise Government Agency and Multifamily Customers from \$1,000,000 to \$2,000,000, in line with limits other IOUs have adopted. As Government Agency Customers often have larger premises, and limited alternative debt sources, the current OBF loan limit sometimes results in the reduction of project scope, leaving potential energy savings on the table that may not otherwise be addressed. The proposed increase in loan limits helps to avoid those stranded savings. PG&E also requests to make gas and electric Multi-Family Customers eligible for the loan limits that apply to Government Agency Customers.

Proposed Tariff Revisions

1. OBF Rate Schedules

PG&E requests approval of the following changes to the E-OBF and G-OBF rate schedules:

- a. Add the following definition:

Multi-family Customers: Solely for the purposes of this rate schedule and the OBF loan program, a Multi-family Customer means a customer who owns or operates a multi-family property while not residing at that property, and that pays the PG&E energy bill for common areas at that premise.

- b. Increase the loan limit and add Multi-family Customers as eligible:

The loan limit for a Government Agency Customer is raised from \$1,000,000 to \$2,000,000 and Multi-family Customers are added as also qualifying for this larger loan amount. Finally, Multi-family customers will be offered loan terms of up to 120 months, the same as Government Agency Customers.

PG&E's proposed changes are indicated by red-line edits to the existing tariffs in Attachment 2, and a final version of the proposed tariffs is provided as Attachment 1 to this advice letter.

2. Loan Agreement Forms

PG&E requests approval of the following change to the OBF Loan Agreement forms (Forms No. 79-1118 and 79-1126):

The loan limit for a Government Agency Customer is raised from \$1,000,000 to \$2,000,000 and Multi-family Customers are added as also qualifying for this larger loan amount.

PG&E's proposed changes are indicated by red-line edits to the existing loan agreements in Attachment 2, and a final version of the loan agreements are provided as Attachment 1 to this advice letter.

Protests

Anyone wishing to protest this filing may do so by letter sent via U.S. mail, facsimile or E-mail, no later than May 23, 2017, which is 20 days after the date of this filing. Protests must be submitted to:

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

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

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

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

Erik Jacobson
Director, Regulatory Relations
c/o Megan Lawson
Pacific Gas and Electric Company
77 Beale Street, Mail Code B23A
P.O. Box 770000
San Francisco, California 94177

Facsimile: (415) 973-1448
E-mail: PGETariffs@pge.com

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

Effective Date

PG&E requests that this Tier 2 advice filing become effective on May 1, 2017.

Notice

In accordance with General Order 96-B, Section IV, a copy of this advice letter is being sent electronically and via U.S. mail to parties shown on the attached list and the parties on the service list for R.13-11-005. Address changes to the General Order 96-B service list should be directed to PG&E at email address PGETariffs@pge.com. For changes to any other service list, please contact the Commission's Process Office at (415) 703-2021 or at Process_Office@cpuc.ca.gov. Send all electronic approvals to PGETariffs@pge.com. Advice letter filings can also be accessed electronically at: <http://www.pge.com/tariffs/>.

/S/

Erik Jacobson
Director, Regulatory Relations

Attachments

cc: Service List R.13-11-005

CALIFORNIA PUBLIC UTILITIES COMMISSION

ADVICE LETTER FILING SUMMARY ENERGY UTILITY

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

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

Utility type:

ELC

GAS

PLC

HEAT

WATER

Contact Person: Annie Ho

Phone #: (415) 973-8794

E-mail: AMHP@pge.com and PGETariffs@pge.com

EXPLANATION OF UTILITY TYPE

(Date Filed/ Received Stamp by CPUC)

ELC = Electric

GAS = Gas

PLC = Pipeline

HEAT = Heat

WATER = Water

Advice Letter (AL) #: **3840-G/5065-E**

Tier: 2

Subject of AL: **Proposed Modifications to Pacific Gas and Electric Company's On-Bill Financing Loan Programs and Associated Schedules E-OBF and G-OBF**

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

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

If AL filed in compliance with a Commission order, indicate relevant Decision/Resolution #: D. 16-11-022

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: May 1, 2017

No. of tariff sheets: 14

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: **Electric Schedule E-OBF, Gas Schedule G-OBF, Electric Form 79-1118, Gas Form 79-1126**

Service affected and changes proposed: Multi-family Customers

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

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

California Public Utilities Commission

Energy Division

EDTariffUnit

505 Van Ness Ave., 4th Flr.

San Francisco, CA 94102

E-mail: EDTariffUnit@cpuc.ca.gov

Pacific Gas and Electric Company

Attn: Erik Jacobson

Director, Regulatory Relations

c/o Megan Lawson

77 Beale Street, Mail Code B23A

P.O. Box 770000

San Francisco, CA 94177

E-mail: PGETariffs@pge.com

Cal P.U.C. Sheet No.	Title of Sheet	Cancelling Cal P.U.C. Sheet No.
33368-G	Gas Sample Form 79-1126 Off-Bill and On-Bill Financing Loan Agreement for Self-Installed Projects Sheet 1	30319-G
33369-G	GAS SCHEDULE G-OBF ON BILL FINANCING LOAN PROGRAM Sheet 1	28306-G
33370-G	GAS SCHEDULE G-OBF ON BILL FINANCING LOAN PROGRAM Sheet 2	28307-G
33371-G	GAS SCHEDULE G-OBF ON BILL FINANCING LOAN PROGRAM Sheet 3	28308-G
33372-G	GAS TABLE OF CONTENTS Sheet 1	33334-G
33373-G	GAS TABLE OF CONTENTS Sheet 3	33336-G
33374-G	GAS TABLE OF CONTENTS Sheet 12	32887-G



Gas Sample Form 79-1126

Sheet 1

Off-Bill and On-Bill Financing Loan Agreement for Self-Installed Projects

**Please Refer to Attached
Sample Form**



OFF-BILL AND ON-BILL FINANCING LOAN AGREEMENT FOR SELF-INSTALLED PROJECTS

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

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

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

OFF-BILL AND ON-BILL FINANCING LOAN AGREEMENT FOR SELF-INSTALLED PROJECTS

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



OFF-BILL AND ON-BILL FINANCING LOAN AGREEMENT FOR SELF-INSTALLED PROJECTS

7. Customer shall repay the Loan Balance to PG&E as provided in this Loan Agreement irrespective of whether or when the Work is completed, or whether the Work is in any way defective or deficient, and whether or not the Work delivers energy efficiency savings to Customer.
8. The monthly payments will be included by PG&E on the Account's regular energy service bills, or by separate bill, in PG&E's discretion. Regardless whether the monthly payments are included in the regular utility bill or a separate loan installment bill, the following repayment terms will apply:
 - a. The Customer agrees to repay to PG&E the Loan Balance in the number of payments listed below and in equal installments (with the final installment adjusted to account for rounding), by the due date set forth in each PG&E utility bill or loan installment bill rendered in connection with Customer's account (identified by the number set forth below) ("Account"), commencing with the bill which has a due date falling at least 30 days after the Issuance Date.
 - b. If separate energy service bills and loan installment bills are provided, amounts due under this Loan Agreement as shown in the loan installment bill shall be deemed to be amounts due under each energy services bill to the Account, and a default under this Loan Agreement shall be treated as a default under the Account.
 - c. If the Customer is unable to make a full utility bill payment in a given month, payment arrangements may be made at PG&E's discretion.
 - d. Any partial bill payments received for a month will be applied in equal proportion to the energy charges and the loan obligation for that month, and the Customer may be considered in default of both the energy bill and the loan installment bill.
 - e. Further payment details are set forth below.
9. Any notice from PG&E to Customer regarding the Program or the transactions contemplated under the Loan Agreement may be provided within a PG&E utility bill or loan installment bill, and any such notices may also be provided to Customer at the address below or to the Customer's billing address of record in PG&E's customer billing system from time to time, and in each case shall be effective five (5) days after they have been mailed.
10. The Loan Balance shall not bear interest.
11. Customer may, without prepayment penalty, pay the entire outstanding loan balance in one lump sum payment provided the customer first notifies PG&E by telephoning the toll free phone number (1-800-468-4743), and by sending written notice to PG&E On-Bill Financing Program Administrator at the address listed below, in advance of making the lump sum payment. Accelerated payments that are received from Customer without PG&E's prior approval may, at PG&E's sole discretion, be applied proportionally to subsequent energy charges and Loan repayments and PG&E shall have no obligation to apply accelerated payments exclusively to reduction of the outstanding Loan.



OFF-BILL AND ON-BILL FINANCING LOAN AGREEMENT FOR SELF-INSTALLED PROJECTS

12. The entire outstanding Loan Balance will become immediately due and payable, and shall be paid by Customer within 30 days if: (i) the Account is closed or terminated for any reason; (ii) Customer defaults under the Agreement; (iii) Customer sells or transfers ownership of the equipment forming part of the Work to any third party (including as part of a sale or lease of premises or transfer of business or otherwise); or (iv) Customer becomes Insolvent. Customer becomes "Insolvent" if: (i) Customer is unable to pay its debts as they become due or otherwise becomes insolvent, makes a general assignment for the benefit of its creditors, or suffers or permits the appointment of a receiver for its business or assets or otherwise ceases to conduct business in the normal course; or (ii) any proceeding is commenced by or against Customer under any bankruptcy or insolvency law that is not dismissed or stayed within 45 days.

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

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

15. Loan Particulars.

<i>This table is to be completed by PG&E</i>					
\$	\$	\$	\$		
Total Cost	Incentive	Loan Balance¹	Monthly Payment	Term², Months	Number of Payments

16. This agreement at all times shall be subject to such modifications as the California Public Utilities Commission may direct from time to time in the exercise of its jurisdiction.

Check Made Payable to Customer

¹ The Loan Balance shall not exceed one-hundred thousand dollars (\$100,000) for commercial customers and shall not exceed two-hundred fifty thousand dollars (\$250,000) for government agency and multi-family customers, excepting loans to government agency and multi-family customers where, in PG&E's sole opinion, the opportunity for uniquely large energy savings exist, in which case the Loan Balance may exceed two-hundred fifty thousand dollars (\$250,000) but shall not exceed two million dollars (\$2,000,000).

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



OFF-BILL AND ON-BILL FINANCING LOAN AGREEMENT FOR SELF-INSTALLED PROJECTS

Customer Details

Federal Tax ID or Social Security #, Customer

PG&E Account # / Service Agreement #

Account Name, Customer

Service Address, Customer

Name and Title of Authorized Representative of Customer

Signature of Authorized Representative of Customer

Date

ACCEPTED: Pacific Gas and Electric Company

PG&E On-Bill Financing Program Manager

Date

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



**GAS SCHEDULE G-OBF
ON BILL FINANCING LOAN PROGRAM**

Sheet 1

APPLICABILITY: This schedule is applicable to customers receiving service under a non-residential rate schedule. Schedule G-OBF is an On-Bill Financing (OBF) loan program providing zero percent (0%) interest financing to qualified customers towards the purchase and installation of new energy efficient measures or equipment at the customer's premises. Qualified customers are those customers who meet specified credit criteria and comply with OBF loan program requirements in accordance with this Schedule.

TERRITORY: The entire PG&E service territory.

RATES: All charges and provisions of the customer's otherwise applicable tariffs shall apply. In addition, a fixed monthly loan payment amount due will appear as a line item on the customer's bill.

SPECIAL CONDITIONS: 1. Loans under the OBF loan program will only be available subject to the availability of funds for loans as authorized by the California Public Utilities Commission.

2. Loan Agreement: In order to participate and receive financing under the OBF loan program, the customer must execute an On-Bill Financing Loan Agreement (OBF Loan Agreement, Form No. 79-1118) which specifies loan repayment obligations and other applicable program requirements.

3. Credit Requirements: Customer must have good credit standing as determined by PG&E.

4. Government Agency Customers: Solely for purposes of this rate schedule and the OBF loan program, a Government Agency Customer is defined as a customer that is a tax-payer funded agency of federal, state, county or local government and uses tax revenue to pay its PG&E energy bills. Such customers may include, but are not limited to, public schools, State of California colleges and universities, public libraries, and government offices.

5. Customer Responsibility for Energy Efficiency Measures: The customer is solely responsible for the purchase and installation of all energy efficiency measures that will be financed using the OBF loan program.

6. Multi-family Customers: Solely for the purposes of this rate schedule and the OBF loan program a Multi-family Customer means a customer who owns or operates a multi-family property, and pays the PG&E energy bill for common areas at that premise as the customer on the account.

(N)
|
|
(N)

(Continued)



**GAS SCHEDULE G-OBF
ON BILL FINANCING LOAN PROGRAM**

Sheet 2

SPECIAL
CONDITIONS
(Continued):

- 7. Loan Parameters: (T)

 - a. Loan Amount:: The minimum amount for each loan shall be five thousand dollars (\$5,000). The sum of the loan amounts for each customer premises shall not exceed one hundred thousand dollars (\$100,000) excepting: 1) the sum of the loan amounts for each Government Agency Customer meter or Multi-family Customer meter shall not exceed two hundred and fifty thousand dollars (\$250,000); and, 2) where, in PG&E's sole opinion, unique opportunities to capture large energy savings exist and all other OBF loan program terms will be met, the sum of the loan amounts for a Government Agency Customer or a Multi-Family Customer premises may exceed two hundred fifty thousand dollars (\$250,000) up to a maximum of two million dollars (\$2,000,000). (T)
(T)
 - b. Loan Term: The loan term in months will be established by PG&E at the time of the OBF Loan Agreement initiation. Commercial loans may have their loan terms extended beyond five years, not to exceed the expected useful life (EUL) of the bundle of energy efficiency measures proposed, when credit and risk factors support this. Loan terms will not exceed the expected useful life (EUL) of the installed energy efficiency measures. The maximum loan term shall be sixty (60) months excepting: 1) loans to Government Agency Customers or Multi-Family Customers will have a maximum loan term of one hundred and twenty (120) months or the EUL of the installed energy efficiency measures, which ever is less; and 2) loans to customers where, in PG&E's sole opinion, credit and risk factors support a loan term longer than sixty (60) months. (T)
 - c. Monthly Loan Payment Amount: The monthly loan payment amount will be established by PG&E and stated in the OBF Loan Agreement. The monthly loan payment amount will not change during the term of the agreement. The monthly loan payment amount will be based on an estimate of the average annual savings the customer would potentially realize as a result of the installation of the energy efficiency measures.
 - d. Interest Rate and Fees: Loans provided under the OBF loan program will have an annual percentage rate (APR) of zero percent (0%) interest. No loan fees will be charged.

(Continued)



GAS SCHEDULE G-OBF
ON BILL FINANCING LOAN PROGRAM

Sheet 3

SPECIAL
CONDITIONS
(Continued):

8. Billing And Collection

(T)

- a. General Loan Obligation: Customers are required to repay all loan obligations in accordance with the terms and conditions of the OBF Loan Agreement.
- b. Monthly Payment: A fixed monthly loan payment amount due will appear as a line item on the customer's PG&E bill, or, at PG&E's discretion, by separate bill. The monthly loan payment amount will be identified in the OBF Loan Agreement.
- c. Partial Payment: In instances of customers making partial payments, the partial payment will be applied to the energy bill and the loan obligation in proportion to the amount owed for each, and the customer may be considered in default of both the energy bill and the loan obligation.
- d. Discontinuance: Customer's loan obligation shall be subject to the discontinuance provisions of Rule 11—Discontinuance of Service, Section D – Termination of Service for Nonpayment of bills or Credit Requests – Nonresidential.
- e. Loan Prepayment: The customer may, without prepayment penalty, pay the entire outstanding loan balance in one lump sum payment provided the customer first notifies PG&E, in accordance with the OBF Loan Agreement, and obtains PG&E's approval in advance of making the lump sum payment. Accelerated payments received from the customer without prior PG&E approval may, at PG&E's sole discretion, be applied proportionally to subsequent energy charges and OBF loan payments and PG&E shall have no obligation to credit accelerated payments exclusively to subsequent loan payments.



GAS TABLE OF CONTENTS

Sheet 1

TITLE OF SHEET	CAL P.U.C. SHEET NO.	
Title Page	33372-G	(T)
Rate Schedules	33335, 33373-G	(T)
Preliminary Statements.....	33337, 33102, 33103-G,	
Rules	33103, 33166-G	
Rules, Maps, Contracts and Deviations.....	33166-G	
Sample Forms	31943, 32986, 33374, 32886, 32887, 32888-G	(T)

(Continued)

Advice 3840-G
Decision

Issued by
Robert S. Kenney
Vice President, Regulatory Affairs

Date Filed	_____	May 3, 2017
Effective	_____	
Resolution	_____	



GAS TABLE OF CONTENTS

Sheet 3

SCHEDULE TITLE OF SHEET CAL P.U.C. SHEET NO.

**Rate Schedules
Non-Residential**

G-AFTOFF	Annual Firm Transportation Off-System	30657, 33088,22057-G
G-SFT	Seasonal Firm Transportation On-System Only	30678, 33096,22178-G
G-AA	As-Available Transportation On-System.....	30651, 33085-G
G-AAOFF	As-Available Transportation Off-System.....	30653, 33086-G
G-NFT	Negotiated Firm Transportation On-System	30666,30667,30668-G
G-NFTOFF	Negotiated Firm Transportation Off-System	30669,30670,30671-G
G-NAA	Negotiated As-Available Transportation On-System	30660,30661,22184-G
G-NAAOFF	Negotiated As-Available Transportation Off-System	30662,30663-22913-G
G-OEC	Gas Delivery To Off-System End-Use Customers	30674,22264-G
G-CARE	CARE Program Service for Qualified Nonprofit Group Living and Qualified Agricultural Employee Housing Facilities.....	23367-G
G-XF	Pipeline Expansion Firm Intrastate Transportation Service	33097,32782-G
G-PARK	Market Center Parking Service.....	33094,18177-G

**Rate Schedules
Other**

G-LEND	Market Center Lending Service	33091,18179-G
G-CT	Core Gas Aggregation Service	31674,31675,31676,30857,30858,30859,32733, 30861,32797,32821,30864,30865,29402,30866,30867,30868-G
G-CRED	Billing Credits for CTA-Consolidated Billing.....	20063-G
G-SUR	Customer-Procured Gas Franchise Fee Surcharge	33173-G
G-PPPS	Gas Public Purpose Program Surcharge.....	33026,23704-G
G-ESP	Consolidated Pacific Gas and Electric Company Billing Services to Core Transport Agents	21739-G
G-OBF	On-Bill Financing Loan Program	33369,33370,33371-G
G-OBR	On-Bill Repayment (OBR) Pilots	31548-31554-G
G-SOP	Residential Gas SmartMeter TM Opt-Out Program.....	31912,31913-G

(T)

**Rate Schedules
Experimental**

G-NGV1	Experimental Natural Gas Service for Compression on Customers Premises.....	33321,27653-G
G-NGV2	Experimental Compressed Natural Gas Service	33322,27655-G
G-NGV4	Experimental Gas Transportation Service to Noncore Natural Gas Vehicles	33123,33124,27658-G
G-LNG	Experimental Liquefied Natural Gas Service	33122,21890-G

(Continued)

Advice 3840-G
Decision

Issued by
Robert S. Kenney
Vice President, Regulatory Affairs

Date Filed
Effective
Resolution

May 3, 2017



GAS TABLE OF CONTENTS

Sheet 12

FORM	TITLE OF SHEET	CAL P.U.C. SHEET NO.
Sample Forms Non-Residential		
79-1089	Independent Storage Providers (ISP) – PG&E Exchange Agreement	30036-G
79-1090	G-ESISP Service Agreement	30037-G
79-1091	G-ESISP Service Relocation Agreement	30038-G
Sample Forms Miscellaneous		
62-0562	Gas & Electric Facilities Transfer Agreement - Declaration.....	30755-G
62-0579	Design / Construction Change Order Request	29981-G
62-4501	Absolving Service Agreement	29989-G
62-4527	Agreement to Perform Tariff Schedule Related Work	29990*-G
62-4778	Cancellation of Contract.....	31700-G
79-861	Electronic Data Interchange (EDI) - Trading Partner Agreement	30761-G
79-936	Deed of Conveyance.....	30762-G
79-937	Assignment Agreement.....	30315-G
79-1039	Rate Schedule Selection Customer Agreement	32135-G
79-1040	Non-Disclosure and Use of Information Agreement	30765-G
79-1041	Notice of Bill Guarantee Termination.....	30033-G
79-1042	APS/Auto Pay Customer Application.....	23185-G
79-1043	Irrevocable Standby Letter of Credit.....	30034-G
79-1095	Authorization to Receive Customer Information or Act Upon a Customer's Behalf	32877-G
79-1096	Authorization to Receive Customer Information or Act Upon a Customer's Behalf (Spanish)	32878-G
79-1097	Request Change of Mailing Address to a Third Party Change of Address	30767-G
79-1099	Property Manager Authorization to Receive Owner Information or Act on an Owner's Behalf	30590-G
79-1104	Billing Calculation Service Agreement.....	30768-G
79-1118	General Off-Bill and On-Bill Financing Loan Agreement	30318-G
79-1126	Off-Bill and On-Bill Financing Loan Agreement for Self-Installed Projects	33368-G
79-1128	Affidavit in Support of Customer Claim as Qualifying as a Small Business Customer Under Government Code Section 14837	30769-G
79-1139	Notice of Payment Default.....	30043-G
79-1143	California State Government Customers On-Bill Financing Loan Agreement	30320-G
79-1031	Community Choice Aggregator Non-Disclosure Agreement	30437*-G
79-1156	Authorization To Add Loan Charges To Utility Bill (Residential)	32226-G
79-1157	Authorization To Add Loan Charges To Utility Bill (Non-Residential).....	32227-G
79-1173	Energy Efficiency Financing Pilot Programs Authorization or Revocation of Authorization to Release Customer Information.....	32487*-G

(T)

(Continued)

Advice 3840-G
Decision

Issued by
Robert S. Kenney
Vice President, Regulatory Affairs

Date Filed
Effective
Resolution

May 3, 2017

Cal P.U.C. Sheet No.	Title of Sheet	Cancelling Cal P.U.C. Sheet No.
40226-E	Electric Sample Form 79-1118 General Off-Bill and On-Bill Financing Loan Agreement Sheet 1	29493-E
40227-E	ELECTRIC SCHEDULE E-OBF ON BILL FINANCING LOAN PROGRAM Sheet 1	29490-E
40228-E	ELECTRIC SCHEDULE E-OBF ON BILL FINANCING LOAN PROGRAM Sheet 2	29491-E
40229-E	ELECTRIC SCHEDULE E-OBF ON BILL FINANCING LOAN PROGRAM Sheet 3	29492-E
40230-E	ELECTRIC TABLE OF CONTENTS Sheet 1	40189-E
40231-E	ELECTRIC TABLE OF CONTENTS Sheet 7	40120-E
40232-E	ELECTRIC TABLE OF CONTENTS Sheet 30	37703-E



Electric Sample Form 79-1118
General Off-Bill and On-Bill Financing Loan Agreement

Sheet 1

**Please Refer to Attached
Sample Form**

GENERAL OFF-BILL AND ON-BILL FINANCING LOAN AGREEMENT

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

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

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

GENERAL OFF-BILL AND ON-BILL FINANCING LOAN AGREEMENT

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

GENERAL OFF-BILL AND ON-BILL FINANCING LOAN AGREEMENT

- the amount due from Customer to Contractor, Customer shall be responsible for the excess due to the Contractor.
7. Customer shall repay the Loan Balance to PG&E as provided in this Loan Agreement irrespective of whether or when the Work is completed, or whether the Work is in any way defective or deficient, and whether or not the Work delivers energy efficiency savings to Customer.
 8. The monthly payments will be included by PG&E on the Account's regular energy service bills, or by separate bill, in PG&E's discretion. Regardless whether the monthly payments are included in the regular utility bill or a separate loan installment bill, the following repayment terms will apply:
 - a. The Customer agrees to repay to PG&E the Loan Balance in the number of payments listed below and in equal installments (with the final installment adjusted to account for rounding), by the due date set forth in each PG&E utility bill or loan installment bill rendered in connection with Customer's account (identified by the number set forth below) ("Account"), commencing with the bill which has a due date falling at least 30 days after the Issuance Date.
 - b. If separate energy service bills and loan installment bills are provided, amounts due under this Loan Agreement as shown in the loan installment bill shall be deemed to be amounts due under each energy services bill to the Account, and a default under this Loan Agreement shall be treated as a default under the Account.
 - c. If the Customer is unable to make a full utility bill payment in a given month, payment arrangements may be made at PG&E's discretion.
 - d. Any partial bill payments received for a month will be applied in equal proportion to the energy charges and the loan obligation for that month, and the Customer may be considered in default of both the energy bill and the loan installment bill.
 - e. Further payment details are set forth below.
 9. Any notice from PG&E to Customer regarding the Program or the transactions contemplated under the Loan Agreement may be provided within a PG&E utility bill or loan installment bill, and any such notices may also be provided to Customer at the address below or to the Customer's billing address of record in PG&E's customer billing system from time to time, and in each case shall be effective five (5) days after they have been mailed.
 10. The Loan Balance shall not bear interest.
 11. Customer may, without prepayment penalty, pay the entire outstanding loan balance in one lump sum payment provided the customer first notifies PG&E by telephoning the toll free phone number (1-800-468-4743), and by sending written notice to PG&E On-Bill Financing Program Administrator at the address listed below, in advance of making the lump sum payment. Accelerated payments that are received from Customer without PG&E's prior approval may, at PG&E's sole discretion, be applied proportionally to

GENERAL OFF-BILL AND ON-BILL FINANCING LOAN AGREEMENT

subsequent energy charges and Loan repayments and PG&E shall have no obligation to apply accelerated payments exclusively to reduction of the outstanding Loan.

12. The entire outstanding Loan Balance will become immediately due and payable, and shall be paid by Customer within 30 days if: (i) the Account is closed or terminated for any reason; (ii) Customer defaults under the Agreement; (iii) Customer sells or transfers ownership of the equipment forming part of the Work to any third party (including as part of a sale or lease of premises or transfer of business or otherwise); or (iv) Customer becomes Insolvent. Customer becomes "Insolvent" if: (i) Customer is unable to pay its debts as they become due or otherwise becomes insolvent, makes a general assignment for the benefit of its creditors, or suffers or permits the appointment of a receiver for its business or assets or otherwise ceases to conduct business in the normal course; or (ii) any proceeding is commenced by or against Customer under any bankruptcy or insolvency law that is not dismissed or stayed within 45 days.

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

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

15. Loan Particulars.

<i>This table is to be completed by PG&E</i>					
\$	\$	\$	\$		
Total Cost	Incentive	Loan Balance¹	Monthly Payment	Term², Months	Number of Payments

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

¹ The Loan Balance shall not exceed one-hundred thousand dollars (\$100,000) for commercial customers and shall not exceed two-hundred fifty thousand dollars (\$250,000) for government agency and multi-family customers, excepting loans to government agency and multi-family customers where, in PG&E's sole opinion, the opportunity for uniquely large energy savings exist, in which case the Loan Balance may exceed two-hundred fifty thousand dollars (\$250,000) but shall not exceed two million dollars (\$2,000,000).

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



GENERAL OFF-BILL AND ON-BILL FINANCING LOAN AGREEMENT

16. This agreement at all times shall be subject to such modifications as the California Public Utilities Commission may direct from time to time in the exercise of its jurisdiction.

Customer Details

Contractor Details

Federal Tax ID or Social Security #, Customer

Federal Tax ID or Social Security #,
Contractor

Account Name, Customer

Name, Contractor

Service Address, Customer

Address, Contractor

Name and Title of Authorized Representative
of Customer

Name and Title of Authorized Representative
of Contractor

Signature of Authorized Representative of
Customer

Date

ACCEPTED: Pacific Gas & Electric Company

PG&E On-Bill Financing Program Manager

Date

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



**ELECTRIC SCHEDULE E-OBF
ON BILL FINANCING LOAN PROGRAM**

Sheet 1

APPLICABILITY: This schedule is applicable to Bundled Service, Community Choice Aggregation Service, and Direct Access customers receiving service under a non-residential rate schedule. Schedule E-OBF is an On-Bill Financing (OBF) loan program providing zero percent (0%) interest financing to qualified customers towards the purchase and installation of new energy efficient measures or equipment at the customer's premises. Qualified customers are those customers who meet specified credit criteria and comply with OBF loan program requirements in accordance with this Schedule.

TERRITORY: The entire PG&E service territory.

RATES: All charges and provisions of the customer's otherwise applicable tariffs shall apply. In addition, a fixed monthly loan payment amount due will appear as a line item on the customer's bill.

- SPECIAL CONDITIONS:**
1. Loans under the OBF loan program will only be available subject to the availability of funds for loans as authorized by the California Public Utilities Commission.
 2. Loan Agreement. In order to participate and receive financing under the OBF loan program, the customer must execute an On-Bill Financing Loan Agreement (OBF Loan Agreement, Form No. 79-118) which specifies loan repayment obligations and other applicable program requirements.
 3. Credit Requirements. Customer must have good credit standing as determined by PG&E.
 4. Government Agency Customers: Solely for purposes of this rate schedule and the OBF loan program, a Government Agency Customer is defined as a customer that is a tax-payer funded agency of federal, state, county or local government and uses tax revenue to pay its PG&E energy bills. Such customers may include, but are not limited to, public schools, State of California colleges and universities, public libraries, and government offices.
 5. Customer Responsibility for Energy Efficiency Measures: The customer is solely responsible for the purchase and installation of all energy efficiency measures that will be financed using the OBF loan program.
 6. Multi-family Customer: Solely for the purposes of this rate schedule and the OBF loan program, a Multi-family Customer means a customer who owns or operates a multi-family property but does not reside at that property, and pays the PG&E energy bill for common areas at that premise as the customer on the account.

(N)
|
|
(N)

(Continued)



**ELECTRIC SCHEDULE E-OBF
ON BILL FINANCING LOAN PROGRAM**

Sheet 2

SPECIAL
CONDITIONS
(Continued):

- 7. Loan Parameters: (T)

 - a. Loan Amount: The minimum amount for each loan shall be five thousand dollars (\$5,000). The sum of the loan amounts for each customer premises shall not exceed one hundred thousand dollars (\$100, 000) excepting: 1) the sum of the loan amounts for each Government Agency Customer meter or Multi-family Customer meter shall not exceed two hundred and fifty thousand dollars (\$250,000); and, 2) where, in PG&E's sole opinion, unique opportunities to capture large energy savings exist and all other OBF loan program terms will be met, the sum of the loan amounts for a Government Agency Customer or a Multi-Family Customer premises may exceed two hundred fifty thousand dollars (\$250,000) up to a maximum of two million dollars (\$2,000,000). (T)
(T)
 - b. Loan Term: The loan term in months will be established by PG&E at the time of the OBF Loan Agreement initiation. Commercial loans may have their loan terms extended beyond five years, not to exceed the expected useful life (EUL) of the bundle of energy efficiency measures proposed, when credit and risk factors support this. Loan terms will not exceed the expected useful life (EUL) of the installed energy efficiency measures. The maximum loan term shall be sixty (60) months excepting: 1) loans to Government Agency Customers or Multi-Family Customers will have a maximum loan term of one hundred and twenty (120) months or the EUL of the installed energy efficiency measures, which ever is less; and 2) loans to customers where, in PG&E's sole opinion, credit and risk factors support a loan term longer than sixty (60) months. (T)
 - c. Monthly Loan Payment Amount: The monthly loan payment amount will be established by PG&E and stated in the OBF Loan Agreement. The monthly loan payment amount will not change during the term of the agreement. The monthly loan payment amount will be based on an estimate of the average annual savings the customer would potentially realize as a result of the installation of the energy efficiency measures.
 - d. Interest Rate and Fees: Loans provided under the OBF loan program will have an annual percentage rate (APR) of zero percent (0%) interest. No loan fees will be charged.

(Continued)



**ELECTRIC SCHEDULE E-OBF
ON BILL FINANCING LOAN PROGRAM**

Sheet 3

SPECIAL
CONDITIONS
(Continued):

8. Billing And Collection

(T)

- a. General Loan Obligation: Customers are required to repay all loan obligations in accordance with the terms and conditions of the OBF Loan Agreement.
- b. Monthly Payment: A fixed monthly loan payment amount due will appear as a line item on the customer's PG&E bill, or, at PG&E's discretion, by separate bill. The monthly loan payment amount will be identified in the OBF Loan Agreement.
- c. Partial Payment: In instances of customers making partial payments, the partial payment will be applied to the energy bill and the loan obligation in proportion to the amount owed for each, and the customer may be considered in default of both the energy bill and the loan obligation.
- d. Discontinuance: Customer's loan obligation shall be subject to the discontinuance provisions of Rule 11—Discontinuance of Service, Section D – Termination of Service for Nonpayment of bills or Credit Requests – Nonresidential.
- e. Loan Prepayment: The customer may, without prepayment penalty, pay the entire outstanding loan balance in one lump sum payment provided the customer first notifies PG&E, in accordance with the OBF Loan Agreement, and obtains PG&E's approval in advance of making the lump sum payment. Accelerated payments received from the customer without prior PG&E approval may, at PG&E's sole discretion, be applied proportionally to subsequent energy charges and OBF loan payments and PG&E shall have no obligation to credit accelerated payments exclusively to subsequent loan payments.



ELECTRIC TABLE OF CONTENTS

Sheet 1

TABLE OF CONTENTS

SCHEDULE	TITLE OF SHEET	CAL P.U.C. SHEET NO.	
Title Page.....		40230-E	(T)
Rate Schedules.....	40115,40116,40190,40118,40119, 40231 ,37981,37720,38141-E		(T)
Preliminary Statements.....	40121,35423,40152,37737,34373,37727,40153-E		
Rules.....	37165,36649,40173-E		
Maps, Contracts and Deviations.....	37960-E		
Sample Forms.....	37166,37631,37180,36604,37632,38236*,35796,37769, 40232 ,36059,37169-E		(T)

(Continued)

Advice 5065-E
Decision

Issued by
Robert S. Kenney
Vice President, Regulatory Affairs

Date Filed
Effective
Resolution

May 3, 2017



ELECTRIC TABLE OF CONTENTS

Sheet 7

SCHEDULE	TITLE OF SHEET	CAL P.U.C. SHEET NO.
Rate Schedules Other		
NEMVMASH	Net Energy Metering – Virtual Net Energy Metering	31625,33922*,30516,33923, 33924,33925,31630,36567,31632,31633, 36568,31635, 35756,31637,33217,31639,33676-E
NEM2VMASH	Virtual Net Energy Metering For Multifamily Affordable Housing (MASH/NSHP) With Solar Generator(s)	37847,37848,37849,37850,37851,37852,37853,37854,37855, 37856,37857,37858,37859,37860,37861,37862,37863,37864,37865-E
E-ERA	Energy Rate Adjustments.....	40047,40048,40049,40050-E
RES-BCT	Schedule for Local Government Renewable Energy Self-Generation Bill Credit Transfer.....	37782,37783,37784,37785,37786, 37787,37788,37789,37790-37791-E E
E-OBF	On-Bill Financing Balance Account (OBFA)	40227,40228,40229-E (T)
E-OBR	On-Bill Repayment (OBR) Pilots	34527,34528,34529,34530,34531,34532, 34533-E
E-SOP	Residential Electric SmartMeter™ Opt-Out Program	35105,36498-E
PEVSP	Plug-In Electric Vehicle Submetering Pilot – Phase 1	36571,35261,34249,35262,35263-E
PEVSP 2	Plug-In Electric Vehicle Submetering Pilot – Phase 2	37688,37689,37690,37691 37692,37693,37694,37695,37696,37697, 37698-E

**Rate Schedules
Agricultural**

AG-1	Agricultural Power	34541,40019,40020,24221,24222,24223,38002,25425-E
AG-R	Split-Week Time-of-Use Agricultural Power	35785,35413,31264,40026, 40027,31267,31268,31269,38017,31271-E
AG-V	Short-Peak Time-of-Use Agricultural Power.....	35786,35414,31273,40028, 40029, 31276,31277,31278,31279,31280,38020,31282-E
AG-4	Time-of-Use Agricultural Power	25909,35411,29106,40021,38004,38005, 38006,40022 ,30992,30993,30994,30995, 30996,38008,30998,31261,31000,35344-E
AG-5	Large Time-of-Use Agricultural Power	25911,35412,29121,38009,40023,38011, 38012,40024,31007,31008,31009,31010,31011, 38014,31013,31014,31262,31016,35345,31018-E
AG-ICE	Agricultural Internal Combustion Engine Conversion Incentive Rate – Expiration Transition Rate	36458,36459,38143,38144,40025,36463,36464,36465-E

(Continued)



ELECTRIC TABLE OF CONTENTS

Sheet 30

FORM	TITLE OF SHEET	CAL P.U.C. SHEET NO.
Sample Forms Miscellaneous (Cont'd)		
79-966	Agreement for Schedule E-OBMC	32491-E
79-995	Agreement for Customers Taking Service on Schedule E-31	33014-E
79-1006	Municipal Departing Load - Nonbypassable Charge Statement.....	32124-E
79-1013	New Municipal Departing Load Nonbypassable Charge Statement.....	33015-E
79-1024	Dual Supply Customer Authorizing Agreement	33017-E
79-1029	Community Choice Aggregator (CCA) Service Agreement	27499-E
79-1031	Community Choice Aggregator (CCA) Non-Disclosure Agreement	32646-E*
79-1039	Rate Schedule Selection Customer Agreement	35419-E
79-1040	Non-Disclosure and Use of Information Agreement	33020-E
79-1050	Contract for Customer Provision of Physically Assured Load Reduction	33021-E
79-1075	Notice to Add or Delete Customers Participating in the Capacity Bidding Program.....	32495-E
79-1076	Agreement for Aggregators Participating in the Capacity Bidding Program	32496-E
79-1079	Agreement for Aggregators Participating in the Base Interruptible Load Program	32497-E
79-1080	Notice to Add or Delete Customers Participating in the Base Interruptible Program	32498-E
79-1102	Section 399.20 Power Purchase Agreement	32140-E
79-1103	Small Renewable Generator Power Purchase Agreements.....	32141-E
79-1118	General Off-Bill and On-Bill Financing Loan Agreement	40226-E (T)
79-1120	Standard Contract for Eligible CHP Facilities	30818-E
79-1121	Power Purchase and Sales Agreement - Contract For Eligible CHP Facilities with Net Output of Not Greater Than 5 MW	32148-E
79-1126	Off-Bill and On-Bill Financing Loan Agreement for Self-Installed Projects	32500-E
79-1127	Agreement to Perform Tariff Schedule Related Work, Rule 20A General Conditions	297
79-1128	Affidavit in Support of Customer Claim as Qualifying as a Small Business Customer under Government Code Section 14837*	33026-E
79-1138	Power Purchase and Sale Agreement - Contract For Eligible CHP Facilities with Power Rating of Less Than 500 KW	32150-E
79-1141	Agreement for Schedule A-15 Fixed Usage Estimate	33683-E
79-1143	California State Government Customers On-Bill Financing Loan Agreement....	32501-E
79-1149	Election to Withdraw From the Capacity Bidding Program Form	32481-E
79-1150	Renewable Market Adjusting Tariff Power Purchase Agreement.....	36049-E
79-1156	Authorization To Add Loan Charges To Utility Bill (Residential)	35611-E
79-1157	Authorization To Add Loan Charges To Utility Bill (Non-Residential).....	35612-E
79-1158	Electric Vehicle Submetering Meter Data Management Agent (MDMA) Registration Agreement	35264-E
79-1159	Electric Vehicle Submetering Pilot (Phase 1) Customer Enrollment Agreement	35265-E
79-1170	Authorization to Add MCE Loan Charges to Utility Bill	35485-E
79-1171	Authorization to Add MCE Storage Charges to Utility Bill.....	35099-E
79-1178	Plug-In Electric Vehicle Submetering Pilot Phase 2 Submeter MDMA Registration Agreement.....	37699-E
79-1180	Plug-In Electric Vehicle Submetering Pilot Phase 2 Multiple Customer-of-Record Enrollment Agreement	37700-E

(Continued)

Advice 5065-E
Decision

Issued by
Robert S. Kenney
Vice President, Regulatory Affairs

Date Filed
Effective
Resolution

May 3, 2017

Advice 3840-G/5065-E
May 3, 2017

Attachment 2

Redline



OFF-BILL AND ON-BILL FINANCING LOAN AGREEMENT FOR SELF-INSTALLED PROJECTS

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

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

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

OFF-BILL AND ON-BILL FINANCING LOAN AGREEMENT FOR SELF-INSTALLED PROJECTS

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

OFF-BILL AND ON-BILL FINANCING LOAN AGREEMENT FOR SELF-INSTALLED PROJECTS

7. Customer shall repay the Loan Balance to PG&E as provided in this Loan Agreement irrespective of whether or when the Work is completed, or whether the Work is in any way defective or deficient, and whether or not the Work delivers energy efficiency savings to Customer.
8. The monthly payments will be included by PG&E on the Account's regular energy service bills, or by separate bill, in PG&E's discretion. Regardless whether the monthly payments are included in the regular utility bill or a separate loan installment bill, the following repayment terms will apply:
 - a. The Customer agrees to repay to PG&E the Loan Balance in the number of payments listed below and in equal installments (with the final installment adjusted to account for rounding), by the due date set forth in each PG&E utility bill or loan installment bill rendered in connection with Customer's account (identified by the number set forth below) ("Account"), commencing with the bill which has a due date falling at least 30 days after the Issuance Date.
 - b. If separate energy service bills and loan installment bills are provided, amounts due under this Loan Agreement as shown in the loan installment bill shall be deemed to be amounts due under each energy services bill to the Account, and a default under this Loan Agreement shall be treated as a default under the Account.
 - c. If the Customer is unable to make a full utility bill payment in a given month, payment arrangements may be made at PG&E's discretion.
 - d. Any partial bill payments received for a month will be applied in equal proportion to the energy charges and the loan obligation for that month, and the Customer may be considered in default of both the energy bill and the loan installment bill.
 - e. Further payment details are set forth below.
9. Any notice from PG&E to Customer regarding the Program or the transactions contemplated under the Loan Agreement may be provided within a PG&E utility bill or loan installment bill, and any such notices may also be provided to Customer at the address below or to the Customer's billing address of record in PG&E's customer billing system from time to time, and in each case shall be effective five (5) days after they have been mailed.
10. The Loan Balance shall not bear interest.
11. Customer may, without prepayment penalty, pay the entire outstanding loan balance in one lump sum payment provided the customer first notifies PG&E by telephoning the toll free phone number (1-800-468-4743), and by sending written notice to PG&E On-Bill Financing Program Administrator at the address listed below, in advance of making the lump sum payment. Accelerated payments that are received from Customer without PG&E's prior approval may, at PG&E's sole discretion, be applied proportionally to subsequent energy charges and Loan repayments and PG&E shall have no obligation to apply accelerated payments exclusively to reduction of the outstanding Loan.



OFF-BILL AND ON-BILL FINANCING LOAN AGREEMENT FOR SELF-INSTALLED PROJECTS

12. The entire outstanding Loan Balance will become immediately due and payable, and shall be paid by Customer within 30 days if: (i) the Account is closed or terminated for any reason; (ii) Customer defaults under the Agreement; (iii) Customer sells or transfers ownership of the equipment forming part of the Work to any third party (including as part of a sale or lease of premises or transfer of business or otherwise); or (iv) Customer becomes Insolvent. Customer becomes "Insolvent" if: (i) Customer is unable to pay its debts as they become due or otherwise becomes insolvent, makes a general assignment for the benefit of its creditors, or suffers or permits the appointment of a receiver for its business or assets or otherwise ceases to conduct business in the normal course; or (ii) any proceeding is commenced by or against Customer under any bankruptcy or insolvency law that is not dismissed or stayed within 45 days.

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

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

15. Loan Particulars.

<i>This table is to be completed by PG&E</i>					
\$	\$	\$	\$		
Total Cost	Incentive	Loan Balance¹	Monthly Payment	Term², Months	Number of Payments

16. This agreement at all times shall be subject to such modifications as the California Public Utilities Commission may direct from time to time in the exercise of its jurisdiction.

Check Made Payable to Customer

¹ The Loan Balance shall not exceed one-hundred thousand dollars (\$100,000) for commercial customers and shall not exceed two-hundred fifty thousand dollars (\$250,000) for government agency **and multi-family customers**, excepting loans to government agency **and multi-family** customers where, in PG&E's sole opinion, the opportunity for uniquely large energy savings exist, in which case the Loan Balance may exceed two-hundred fifty thousand dollars (\$250,000) but shall not exceed ~~one-two~~ million dollars (\$~~24~~,000,000).

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



OFF-BILL AND ON-BILL FINANCING LOAN AGREEMENT FOR SELF-INSTALLED PROJECTS

Customer Details

Federal Tax ID or Social Security #, Customer

PG&E Account # / Service Agreement #

Account Name, Customer

Service Address, Customer

Name and Title of Authorized Representative of Customer

Signature of Authorized Representative of Customer

Date

ACCEPTED: Pacific Gas and Electric Company

PG&E On-Bill Financing Program Manager

Date

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

**GAS SCHEDULE G-OBF
ON BILL FINANCING LOAN PROGRAM**

Sheet 1 (N)
(N)

- APPLICABILITY:** This schedule is applicable to customers receiving service under a non-residential rate schedule. Schedule G-OBF is an On-Bill Financing (OBF) loan program providing zero percent (0%) interest financing to qualified customers towards the purchase and installation of new energy efficient measures or equipment at the customer's premises. Qualified customers are those customers who meet specified credit criteria and comply with OBF loan program requirements in accordance with this Schedule.
- TERRITORY:** The entire PG&E service territory.
- RATES:** All charges and provisions of the customer's otherwise applicable tariffs shall apply. In addition, a fixed monthly loan payment amount due will appear as a line item on the customer's bill.
- SPECIAL CONDITIONS:**
1. Loans under the OBF loan program will only be available subject to the availability of funds for loans as authorized by the California Public Utilities Commission.
 2. **Loan Agreement:** In order to participate and receive financing under the OBF loan program, the customer must execute an On-Bill Financing Loan Agreement (OBF Loan Agreement, Form No. 79-1118) which specifies loan repayment obligations and other applicable program requirements.
 3. **Credit Requirements:** Customer must have good credit standing as determined by PG&E.
 4. **Government Agency Customers:** Solely for purposes of this rate schedule and the OBF loan program, a Government Agency Customer is defined as a customer that is a tax-payer funded agency of federal, state, county or local government and uses tax revenue to pay its PG&E energy bills. Such customers may include, but are not limited to, public schools, State of California colleges and universities, public libraries, and government offices.
 5. **Customer Responsibility for Energy Efficiency Measures:** The customer is solely responsible for the purchase and installation of all energy efficiency measures that will be financed using the OBF loan program.
 6. **Multi-family Customers:** Solely for the purposes of this rate schedule and the OBF loan program a Multi-family Customer means a customer who owns or operates a multi-family property, and pays the PG&E energy bill for common areas at that premise as the customer on the account.

(Continued)

<i>Advice</i>	3118-G-A	<i>Issued by</i>	<i>Date Filed</i>	June 17, 2010
<i>Decision</i>	D.09-09-047	Robert S. Kenney	<i>Effective</i>	June 30, 2010
		<i>Vice President, Regulatory Affairs</i>	<i>Resolution</i>	

GAS SCHEDULE G-OBF
ON BILL FINANCING LOAN PROGRAM

Sheet 2

SPECIAL
CONDITIONS
(Continued):

7.6. Loan Parameters:

- a. Loan Amount:: The minimum amount for each loan shall be five thousand dollars (\$5,000). The sum of the loan amounts for each customer premises shall not exceed one hundred thousand dollars (\$100,000) excepting: 1) the sum of the loan amounts for each Government Agency Customer meter **or Multi-family Customer meter** shall not exceed two hundred and fifty thousand dollars (\$250,000); and, 2) where, in PG&E's sole opinion, unique opportunities to capture large energy savings exist and all other OBF loan program terms will be met, the sum of the loan amounts for a Government Agency Customer **or a Multi-Family Customer** premises may exceed two hundred fifty thousand dollars (\$250,000) up to a maximum of ~~one two~~ million dollars (\$~~2~~4,000,000).
- b. Loan Term: The loan term in months will be established by PG&E at the time of the OBF Loan Agreement initiation. Commercial loans may have their loan terms extended beyond five years, not to exceed the expected useful life (EUL) of the bundle of energy efficiency measures proposed, when credit and risk factors support this. Loan terms will not exceed the expected useful life (EUL) of the installed energy efficiency measures. The maximum loan term shall be sixty (60) months excepting: 1) loans to Government Agency Customers **or Multi-Family Customers** will have a maximum loan term of one hundred and twenty (120) months or the EUL of the installed energy efficiency measures, which ever is less; and 2) loans to customers where, in PG&E's sole opinion, credit and risk factors support a loan term longer than sixty (60) months.
- c. Monthly Loan Payment Amount: The monthly loan payment amount will be established by PG&E and stated in the OBF Loan Agreement. The monthly loan payment amount will not change during the term of the agreement. The monthly loan payment amount will be based on an estimate of the average annual savings the customer would potentially realize as a result of the installation of the energy efficiency measures.
- d. Interest Rate and Fees: Loans provided under the OBF loan program will have an annual percentage rate (APR) of zero percent (0%) interest. No loan fees will be charged.

(Continued)

<i>Advice</i>	3118-G-A	<i>Issued by</i>	<i>Date Filed</i>	June 17, 2010
<i>Decision</i>	D.09-09-047	Robert S. Kenney	<i>Effective</i>	June 30, 2010
		<i>Vice President, Regulatory Affairs</i>	<i>Resolution</i>	

GAS SCHEDULE G-OBF
ON BILL FINANCING LOAN PROGRAM

Sheet 3

SPECIAL
CONDITIONS
(Continued):

8. 7 Billing And Collection

- a. General Loan Obligation: Customers are required to repay all loan obligations in accordance with the terms and conditions of the OBF Loan Agreement.
- b. Monthly Payment: A fixed monthly loan payment amount due will appear as a line item on the customer's PG&E bill, or, at PG&E's discretion, by separate bill. The monthly loan payment amount will be identified in the OBF Loan Agreement.
- c. Partial Payment: In instances of customers making partial payments, the partial payment will be applied to the energy bill and the loan obligation in proportion to the amount owed for each, and the customer may be considered in default of both the energy bill and the loan obligation.
- d. Discontinuance: Customer's loan obligation shall be subject to the discontinuance provisions of Rule 11—Discontinuance of Service, Section D – Termination of Service for Nonpayment of bills or Credit Requests – Nonresidential.
- e. Loan Prepayment: The customer may, without prepayment penalty, pay the entire outstanding loan balance in one lump sum payment provided the customer first notifies PG&E, in accordance with the OBF Loan Agreement, and obtains PG&E's approval in advance of making the lump sum payment. Accelerated payments received from the customer without prior PG&E approval may, at PG&E's sole discretion, be applied proportionally to subsequent energy charges and OBF loan payments and PG&E shall have no obligation to credit accelerated payments exclusively to subsequent loan payments.

GENERAL OFF-BILL AND ON-BILL FINANCING LOAN AGREEMENT

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

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

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

GENERAL OFF-BILL AND ON-BILL FINANCING LOAN AGREEMENT

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

GENERAL OFF-BILL AND ON-BILL FINANCING LOAN AGREEMENT

- the amount due from Customer to Contractor, Customer shall be responsible for the excess due to the Contractor.
7. Customer shall repay the Loan Balance to PG&E as provided in this Loan Agreement irrespective of whether or when the Work is completed, or whether the Work is in any way defective or deficient, and whether or not the Work delivers energy efficiency savings to Customer.
 8. The monthly payments will be included by PG&E on the Account's regular energy service bills, or by separate bill, in PG&E's discretion. Regardless whether the monthly payments are included in the regular utility bill or a separate loan installment bill, the following repayment terms will apply:
 - a. The Customer agrees to repay to PG&E the Loan Balance in the number of payments listed below and in equal installments (with the final installment adjusted to account for rounding), by the due date set forth in each PG&E utility bill or loan installment bill rendered in connection with Customer's account (identified by the number set forth below) ("Account"), commencing with the bill which has a due date falling at least 30 days after the Issuance Date.
 - b. If separate energy service bills and loan installment bills are provided, amounts due under this Loan Agreement as shown in the loan installment bill shall be deemed to be amounts due under each energy services bill to the Account, and a default under this Loan Agreement shall be treated as a default under the Account.
 - c. If the Customer is unable to make a full utility bill payment in a given month, payment arrangements may be made at PG&E's discretion.
 - d. Any partial bill payments received for a month will be applied in equal proportion to the energy charges and the loan obligation for that month, and the Customer may be considered in default of both the energy bill and the loan installment bill.
 - e. Further payment details are set forth below.
 9. Any notice from PG&E to Customer regarding the Program or the transactions contemplated under the Loan Agreement may be provided within a PG&E utility bill or loan installment bill, and any such notices may also be provided to Customer at the address below or to the Customer's billing address of record in PG&E's customer billing system from time to time, and in each case shall be effective five (5) days after they have been mailed.
 10. The Loan Balance shall not bear interest.
 11. Customer may, without prepayment penalty, pay the entire outstanding loan balance in one lump sum payment provided the customer first notifies PG&E by telephoning the toll free phone number (1-800-468-4743), and by sending written notice to PG&E On-Bill Financing Program Administrator at the address listed below, in advance of making the lump sum payment. Accelerated payments that are received from Customer without PG&E's prior approval may, at PG&E's sole discretion, be applied proportionally to

GENERAL OFF-BILL AND ON-BILL FINANCING LOAN AGREEMENT

subsequent energy charges and Loan repayments and PG&E shall have no obligation to apply accelerated payments exclusively to reduction of the outstanding Loan.

12. The entire outstanding Loan Balance will become immediately due and payable, and shall be paid by Customer within 30 days if: (i) the Account is closed or terminated for any reason; (ii) Customer defaults under the Agreement; (iii) Customer sells or transfers ownership of the equipment forming part of the Work to any third party (including as part of a sale or lease of premises or transfer of business or otherwise); or (iv) Customer becomes Insolvent. Customer becomes "Insolvent" if: (i) Customer is unable to pay its debts as they become due or otherwise becomes insolvent, makes a general assignment for the benefit of its creditors, or suffers or permits the appointment of a receiver for its business or assets or otherwise ceases to conduct business in the normal course; or (ii) any proceeding is commenced by or against Customer under any bankruptcy or insolvency law that is not dismissed or stayed within 45 days.

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

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

15. Loan Particulars.

<i>This table is to be completed by PG&E</i>					
\$	\$	\$	\$		
Total Cost	Incentive	Loan Balance¹	Monthly Payment	Term², Months	Number of Payments

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

¹ The Loan Balance shall not exceed one-hundred thousand dollars (\$100,000) for commercial customers and shall not exceed two-hundred fifty thousand dollars (\$250,000) for government agency **and multi-family** customers, excepting loans to government agency **and multi-family** customers where, in PG&E's sole opinion, the opportunity for uniquely large energy savings exist, in which case the Loan Balance may exceed two-hundred fifty thousand dollars (\$250,000) but shall not exceed ~~one~~ **two** million dollars (\$~~2~~**4**,000,000).

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



GENERAL OFF-BILL AND ON-BILL FINANCING LOAN AGREEMENT

16. This agreement at all times shall be subject to such modifications as the California Public Utilities Commission may direct from time to time in the exercise of its jurisdiction.

Customer Details

Contractor Details

Federal Tax ID or Social Security #, Customer

Federal Tax ID or Social Security #,
Contractor

Account Name, Customer

Name, Contractor

Service Address, Customer

Address, Contractor

Name and Title of Authorized Representative
of Customer

Name and Title of Authorized Representative
of Contractor

Signature of Authorized Representative of
Customer

Date

ACCEPTED: Pacific Gas & Electric Company

PG&E On-Bill Financing Program Manager

Date

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

**ELECTRIC SCHEDULE E-OBF
ON BILL FINANCING LOAN PROGRAM**

Sheet 1 (N)
(N)

APPLICABILITY: This schedule is applicable to Bundled Service, Community Choice Aggregation Service, and Direct Access customers receiving service under a non-residential rate schedule. Schedule E-OBF is an On-Bill Financing (OBF) loan program providing zero percent (0%) interest financing to qualified customers towards the purchase and installation of new energy efficient measures or equipment at the customer's premises. Qualified customers are those customers who meet specified credit criteria and comply with OBF loan program requirements in accordance with this Schedule.

TERRITORY: The entire PG&E service territory.

RATES: All charges and provisions of the customer's otherwise applicable tariffs shall apply. In addition, a fixed monthly loan payment amount due will appear as a line item on the customer's bill.

- SPECIAL CONDITIONS:**
1. Loans under the OBF loan program will only be available subject to the availability of funds for loans as authorized by the California Public Utilities Commission.
 2. **Loan Agreement.** In order to participate and receive financing under the OBF loan program, the customer must execute an On-Bill Financing Loan Agreement (OBF Loan Agreement, Form No. 79-118) which specifies loan repayment obligations and other applicable program requirements.
 3. **Credit Requirements.** Customer must have good credit standing as determined by PG&E.
 4. **Government Agency Customers:** Solely for purposes of this rate schedule and the OBF loan program, a Government Agency Customer is defined as a customer that is a tax-payer funded agency of federal, state, county or local government and uses tax revenue to pay its PG&E energy bills. Such customers may include, but are not limited to, public schools, State of California colleges and universities, public libraries, and government offices.
 5. **Customer Responsibility for Energy Efficiency Measures:** The customer is solely responsible for the purchase and installation of all energy efficiency measures that will be financed using the OBF loan program.
 6. **Multi-family Customer:** Solely for the purposes of this rate schedule and the OBF loan program, a Multi-family Customer means a customer who owns or operates a multi-family property but does not reside at that property, and pays the PG&E energy bill for common areas at that premise as the customer on the account.

(Continued)

<i>Advice</i>	3667-E-A	<i>Issued by</i>	<i>Date Filed</i>	June 17, 2010
<i>Decision</i>	D.09-09-047	Robert S. Kenney	<i>Effective</i>	June 30, 2010
		<i>Vice President, Regulatory Affairs</i>	<i>Resolution</i>	

**ELECTRIC SCHEDULE E-OBF
ON BILL FINANCING LOAN PROGRAM**

SPECIAL
CONDITIONS
(Continued):

76. Loan Parameters:

- a. Loan Amount:: The minimum amount for each loan shall be five thousand dollars (\$5,000). The sum of the loan amounts for each customer premises shall not exceed one hundred thousand dollars (\$100, 000) excepting: 1) the sum of the loan amounts for each Government Agency Customer meter **or Multi-family Customer meter** shall not exceed two hundred and fifty thousand dollars (\$250,000); and, 2) where, in PG&E's sole opinion, unique opportunities to capture large energy savings exist and all other OBF loan program terms will be met, the sum of the loan amounts for a Government Agency Customer **or a Multi-Family Customer** premises may exceed two hundred fifty thousand dollars (\$250,000) up to a maximum of ~~two one~~ million dollars (\$~~2~~,000,000).
- b. Loan Term: The loan term in months will be established by PG&E at the time of the OBF Loan Agreement initiation. Commercial loans may have their loan terms extended beyond five years, not to exceed the expected useful life (EUL) of the bundle of energy efficiency measures proposed, when credit and risk factors support this. Loan terms will not exceed the expected useful life (EUL) of the installed energy efficiency measures. The maximum loan term shall be sixty (60) months excepting: 1) loans to Government Agency Customers **or Multi-Family Customers** will have a maximum loan term of one hundred and twenty (120) months or the EUL of the installed energy efficiency measures, which ever is less; and 2) loans to customers where, in PG&E's sole opinion, credit and risk factors support a loan term longer than sixty (60) months.
- c. Monthly Loan Payment Amount: The monthly loan payment amount will be established by PG&E and stated in the OBF Loan Agreement. The monthly loan payment amount will not change during the term of the agreement. The monthly loan payment amount will be based on an estimate of the average annual savings the customer would potentially realize as a result of the installation of the energy efficiency measures.
- d. Interest Rate and Fees: Loans provided under the OBF loan program will have an annual percentage rate (APR) of zero percent (0%) interest. No loan fees will be charged.

(Continued)

<p><i>Advice</i> 3667-E-A <i>Decision</i> D.09-09-047</p>	<p><i>Issued by</i> Robert S. Kenney <i>Vice President, Regulatory Affairs</i></p>	<p><i>Date Filed</i> June 17, 2010 <i>Effective</i> June 30, 2010 <i>Resolution</i></p>
---	---	---

ELECTRIC SCHEDULE E-OBF
ON BILL FINANCING LOAN PROGRAM

Sheet 3

SPECIAL
CONDITIONS
(Continued):

87. Billing And Collection

- a. General Loan Obligation: Customers are required to repay all loan obligations in accordance with the terms and conditions of the OBF Loan Agreement.
- b. Monthly Payment: A fixed monthly loan payment amount due will appear as a line item on the customer's PG&E bill, or, at PG&E's discretion, by separate bill. The monthly loan payment amount will be identified in the OBF Loan Agreement.
- c. Partial Payment: In instances of customers making partial payments, the partial payment will be applied to the energy bill and the loan obligation in proportion to the amount owed for each, and the customer may be considered in default of both the energy bill and the loan obligation.
- d. Discontinuance: Customer's loan obligation shall be subject to the discontinuance provisions of Rule 11—Discontinuance of Service, Section D – Termination of Service for Nonpayment of bills or Credit Requests – Nonresidential.
- e. Loan Prepayment: The customer may, without prepayment penalty, pay the entire outstanding loan balance in one lump sum payment provided the customer first notifies PG&E, in accordance with the OBF Loan Agreement, and obtains PG&E's approval in advance of making the lump sum payment. Accelerated payments received from the customer without prior PG&E approval may, at PG&E's sole discretion, be applied proportionally to subsequent energy charges and OBF loan payments and PG&E shall have no obligation to credit accelerated payments exclusively to subsequent loan payments.

Advice 3667-E-A
Decision D.09-09-047

Issued by
Robert S. Kenney
Vice President, Regulatory Affairs

<i>Date Filed</i>	June 17, 2010
<i>Effective</i>	June 30, 2010
<i>Resolution</i>	

PG&E Gas and Electric Advice Filing List

AT&T	Don Pickett & Associates, Inc.	OnGrid Solar
Albion Power Company	Douglass & Liddell	Pacific Gas and Electric Company
Alcantar & Kahl LLP	Downey & Brand	Praxair
Anderson & Poole	Ellison Schneider & Harris LLP	Regulatory & Cogeneration Service, Inc.
Atlas ReFuel	Evaluation + Strategy for Social Innovation	SCD Energy Solutions
BART	G. A. Krause & Assoc.	SCE
Barkovich & Yap, Inc.	GenOn Energy Inc.	SDG&E and SoCalGas
Bartle Wells Associates	GenOn Energy, Inc.	SPURR
Braun Blaising McLaughlin & Smith, P.C.	Goodin, MacBride, Squeri, Schlotz & Ritchie	San Francisco Water Power and Sewer
Braun Blaising McLaughlin, P.C.	Green Charge Networks	Seattle City Light
CENERGY POWER	Green Power Institute	Sempra Energy (Socal Gas)
CPUC	Hanna & Morton	Sempra Utilities
California Cotton Ginners & Growers Assn	ICF	SoCalGas
California Energy Commission	International Power Technology	Southern California Edison Company
California Public Utilities Commission	Intestate Gas Services, Inc.	Southern California Gas Company (SoCalGas)
California State Association of Counties	Kelly Group	Spark Energy
Calpine	Ken Bohn Consulting	Sun Light & Power
Casner, Steve	Leviton Manufacturing Co., Inc.	Sunshine Design
Center for Biological Diversity	Linde	Tecogen, Inc.
City of Palo Alto	Los Angeles County Integrated Waste Management Task Force	TerraVerde Renewable Partners
City of San Jose	Los Angeles Dept of Water & Power	TerraVerde Renewable Partners, LLC
Clean Power	MRW & Associates	Tiger Natural Gas, Inc.
Clean Power Research	Manatt Phelps Phillips	TransCanada
Coast Economic Consulting	Marin Energy Authority	Troutman Sanders LLP
Commercial Energy	McKenna Long & Aldridge LLP	Utility Cost Management
Cool Earth Solar, Inc.	McKenzie & Associates	Utility Power Solutions
County of Tehama - Department of Public Works	Modesto Irrigation District	Utility Specialists
Crossborder Energy	Morgan Stanley	Verizon
Crown Road Energy, LLC	NLine Energy, Inc.	Water and Energy Consulting
Davis Wright Tremaine LLP	NRG Solar	Wellhead Electric Company
Day Carter Murphy	Nexant, Inc.	Western Manufactured Housing Communities Association (WMA)
Defense Energy Support Center	ORA	YEP Energy
Dept of General Services	Office of Ratepayer Advocates	Yelp Energy
Division of Ratepayer Advocates	Office of Ratepayer Advocates, Electricity Planning and Policy B	