

PUBLIC UTILITIES COMMISSION

505 VAN NESS AVENUE
SAN FRANCISCO, CA 94102-3298



May 2, 2019

Advice Letter 4085-G and 5517-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: Modifications to the Pacific Gas and Electric Company's On-Bill Financing (OBF) Loan Program Rate Schedules and Loan Agreements Pursuant to D.19-03-001.

Dear Mr. Jacobson:

Advice Letter 4085-G and 55217E are effective as of April 3, 2019.

Sincerely,

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

Edward Randolph
Deputy Executive Director for Energy and Climate Policy/
Director, Energy Division

April 3, 2019

Advice 4085-G/5517-E

(Pacific Gas and Electric Company ID U 39 M)

Public Utilities Commission of the State of California

Subject: Modifications to the Pacific Gas and Electric Company's On-Bill Financing (OBF) Loan Program Rate Schedules and Loan Agreements Pursuant to D.19-03-001

Purpose

Pacific Gas and Electric Company (PG&E) submits this Tier 1 Advice Letter to request California Public Utilities Commission (CPUC or Commission) approval of modifications to PG&E's On-Bill Financing (OBF) Loan Program rate schedules and forms to align with changes approved in Decision (D.) 19-03-001. These changes will update Schedule G-OBF and Schedule E-OBF, as well as the following loan agreement forms:

- Gas and Electric Sample Form No. 79-1118¹ - *General Off-Bill and On-Bill Financing Loan Agreement*
- Gas and Electric Sample Form No. 79-1126² - *Off-Bill and On-Bill Financing Loan Agreement for Self-Installed Projects*
- Gas and Electric Sample Form No. 79-1194³ - *Local Agency and District Customers On-Bill Financing Loan Agreement*

Background

D.09-09-047 adopted statewide terms for OBF loans to be offered by PG&E and the other IOUs. PG&E's OBF program was approved 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.

¹ Advice 3925-G / 5013-E

² Advice 3925-G / 5013-E

³ Advice 3925-G / 5013-E

On September 7, 2018, PG&E filed a Petition to Modify D.09-09-047, requesting the ability to increase OBF loan limits to \$250,000 for all non-residential customers, with the potential to make loans of up to \$4,000,000 available, by exception, for projects with unique energy savings opportunities. PG&E also requested that the maximum term limit for OBF loans be increased to 10 years for all OBF customers. On March 14, 2019, the Commission approved these proposed changes in D.19-03-001; PG&E is submitting this Tier 1 Advice Letter to modify its associated tariffs and loan agreements to reflect these changes to the OBF program.

Proposed Modifications to the Pacific Gas and Electric Company On Bill Financing Loan Program Rate Schedules and Loan Agreements

1. Update rate schedules G-OBF and E-OBF to include reference to new loan limits and terms with the following changes:
 - Revising the rate schedules in place for the PG&E On-Bill Financing Loan Program, Schedule G-OBF and E-OBF, to reflect the loan limit and max term changes approved in D.19-03-001.
 - Removing reference to Government Agency and Multi-Family Customers and their exception to the previous upper limit. With the new loan limits, all non-residential customers are now eligible for a maximum loan amount of \$250,000, and there is no need to describe and/or single out the exception for Government Agency and Multi-Family Customers.
 - Adding language to explicitly state that loans of more than \$250,000 are not permitted to be combined with rebates or other incentives.
2. Update current On-Bill Financing Loan Program loan agreements to reference the newly approved loan parameters with the following changes:
 - Revising the loan agreements in place for the PG&E On-Bill Financing Loan Program, Schedule G-OBF and E-OBF, to reflect the loan limit and maximum term changes approved in D.19-03-001.
 - Removing reference to Government Agency and Multi-Family Customers and their exception to the previous upper limit. With the new loan limits, all non-residential customers are now eligible for a maximum loan amount of \$250,000, and there is no need to describe and/or single out the exception for Government Agency and Multi-Family Customers.

The revised tariffs are included as Attachment 1. For the Commission's review and convenience, redlines of the current tariffs are provided as Attachment 2. As the gas sample forms are identical to the electric sample forms, only the redline line version of the gas sample forms are being provided, but will apply to both the Gas and Electric versions of the forms. Redlined versions of the following Tariffs are provided as Attachment 2:

- Gas Sample Form No. 79-1118⁴ - *General Off-Bill and On-Bill Financing Loan Agreement*
- Gas Sample Form No. 79-1126⁵ - *Off-Bill and On-Bill Financing Loan Agreement for Self-Installed Projects*
- Gas Sample Form No. 79-1194⁶ - *Local Agency and District Customers On-Bill Financing Loan Agreement*
- Gas Schedule G-OBF – *On Bill Financing Loan Program*
- Electric Schedule G-OBF – *On Bill Financing Loan Program*

Free-Ridership

In D.19-03-001, the Commission states that “all feasible steps should be taken to ensure OBF funds target projects with the greatest energy efficiency savings potential and exclude free ridership.”⁷ To that end, PG&E will add additional language to OBF applications to deter free ridership.⁸ The proposed addition to the application supplement would require the customer to verify the following:

“The customer confirms that the OBF loan funds are required for the project to be completed, and that without the loan funds, the project would not otherwise be able to be proceed and be completed with the same scope or within the same timeframe.”

In addition to reporting requirements in D.19-03-001, PG&E will continue to assess and monitor free ridership via evaluations and internal project quality control processes.

⁴ Advice 3925-G / 5013-E

⁵ Ibid.

⁶ Advice 3925-G / 5013-E

⁷ D.19-03-001, Finding of Fact 6

⁸ The Financing Supplement to PG&E's OBF program can be found at https://www.pge.com/pge_global/common/pdfs/save-energy-money/financing/energy-efficiency-financing/Financing-Supplement-to-the-On-Bill-Financing-Program-Application.pdf

Protests

Anyone wishing to protest this submittal may do so by letter sent via U.S. mail, facsimile or E-mail, no later than April 23, 2019, 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 B13U
P.O. Box 770000
San Francisco, California 94177

Facsimile: (415) 973-3582
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

In compliance with D.19-03-001, PG&E requests that this Tier 1 advice letter become effective upon date of submittal, which is April 3, 2019.

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 A.08-07-031. 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 A.08-07-031



ADVICE LETTER SUMMARY

ENERGY UTILITY



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

Company name/CPUC Utility No.: Pacific Gas and Electric Company (ID U39M)

Utility type:

☒ ELC ☒ GAS ☐ WATER
☐ PLC ☐ HEAT

Contact Person: Yvonne Yang

Phone #: (415)973-2094

E-mail: PGETariffs@pge.com

E-mail Disposition Notice to: Yvonne.Yang@pge.com

EXPLANATION OF UTILITY TYPE

ELC = Electric GAS = Gas WATER = Water
PLC = Pipeline HEAT = Heat

(Date Submitted / Received Stamp by CPUC)

Advice Letter (AL) #: 4085-G/5517-E

Tier Designation: 1

Subject of AL: Modifications to the Pacific Gas and Electric Company's On-Bill Financing (OBF) Loan Program Rate Schedules and Loan Agreements Pursuant to D.19-03-001

Keywords (choose from CPUC listing): Compliance

AL Type: ☐ Monthly ☐ Quarterly ☐ Annual ☒ One-Time ☐ Other:

If AL submitted in compliance with a Commission order, indicate relevant Decision/Resolution #: D.19-03-001

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:

Confidential treatment requested? ☐ Yes ☒ No

If yes, specification of confidential information:

Confidential information will be made available to appropriate parties who execute a nondisclosure agreement. Name and contact information to request nondisclosure agreement/ access to confidential information:

Resolution required? ☐ Yes ☒ No

Requested effective date: 4/3/19

No. of tariff sheets: N/A

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

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

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

Tariff schedules affected: N/A

Service affected and changes proposed¹: N/A

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

¹Discuss in AL if more space is needed.

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

CPUC, Energy Division
Attention: Tariff Unit
505 Van Ness Avenue
San Francisco, CA 94102
Email: EDTariffUnit@cpuc.ca.gov

Name: Erik Jacobson, c/o Megan Lawson
Title: Director, Regulatory Relations
Utility Name: Pacific Gas and Electric Company
Address: 77 Beale Street, Mail Code B13U
City: San Francisco, CA 94177
State: California Zip: 94177
Telephone (xxx) xxx-xxxx: (415)973-2093
Facsimile (xxx) xxx-xxxx: (415)973-3582
Email: PGETariffs@pge.com

Name:
Title:
Utility Name:
Address:
City:
State: District of Columbia Zip:
Telephone (xxx) xxx-xxxx:
Facsimile (xxx) xxx-xxxx:
Email:

Clear Form

Cal P.U.C. Sheet No.	Title of Sheet	Cancelling Cal P.U.C. Sheet No.
34945-G	Sample Gas Form No. 79-1118 General Off-Bill and On-Bill Financing Loan Agreement Sheet 1	33971-G
34946-G	Gas Sample Form 79-1126 Off-Bill and On-Bill Financing Loan Agreement for Self-Installed Projects Sheet 1	33972-G
34947-G	Gas Sample Form No. 79-1194 Local Agency And District Customers On-Bill Financing Loan Agreement Sheet 1	33973-G
34948-G	GAS SCHEDULE G-OBF ON BILL FINANCING LOAN PROGRAM Sheet 1	33974-G
34949-G	GAS SCHEDULE G-OBF ON BILL FINANCING LOAN PROGRAM Sheet 2	33370-G
34950-G	GAS SCHEDULE G-OBF ON BILL FINANCING LOAN PROGRAM Sheet 3	33371-G
34951-G	GAS TABLE OF CONTENTS Sheet 1	34933-G
34952-G	GAS TABLE OF CONTENTS Sheet 3	34935-G
34953-G	GAS TABLE OF CONTENTS Sheet 12	34882-G

Cal P.U.C. Sheet No.	Title of Sheet	Cancelling Cal P.U.C. Sheet No.
44027-E	Electric Sample Form 79-1118 General Off-Bill and On-Bill Financing Loan Agreement Sheet 1	41729-E
44028-E	Electric Sample Form 79-1126 Off-Bill and On-Bill Financing Loan Agreement for Self-Installed Projects Sheet 1	41730-E
44029-E	Electric Sample Form No. 79-1194 Local Agency And District Customers On-Bill Financing Loan Agreement Sheet 1	41731-E
44030-E	ELECTRIC SCHEDULE E-OBF ON BILL FINANCING LOAN PROGRAM Sheet 1	41732-E
44031-E	ELECTRIC SCHEDULE E-OBF ON BILL FINANCING LOAN PROGRAM Sheet 2	40228-E
44032-E	ELECTRIC SCHEDULE E-OBF ON BILL FINANCING LOAN PROGRAM Sheet 3	40229-E
44033-E	ELECTRIC TABLE OF CONTENTS Sheet 1	44010-E
44034-E	ELECTRIC TABLE OF CONTENTS Sheet 7	43962-E
44035-E	ELECTRIC TABLE OF CONTENTS Sheet 30	43963-E



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

GENERAL OFF-BILL AND ON-BILL FINANCING LOAN AGREEMENT

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 Balance ¹	Monthly Payment	Term ² , Months	Number of Payments

¹ The Loan Balance shall not exceed two-hundred fifty thousand dollars (\$250,000), except 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 four million dollars (\$4,000,000).

² The loan term in months will be established by PG&E at the time of the OBF Loan Agreement initiation. The maximum loan term shall be one hundred and twenty (120) months.



GENERAL OFF-BILL AND ON-BILL FINANCING LOAN AGREEMENT

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

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

Federal Tax ID or Social Security #, Customer

Account Name, Customer

Service Address, Customer

Name and Title of Authorized Representative
of Customer

Signature of Authorized Representative of
Customer

Date

ACCEPTED: Pacific Gas & Electric Company

PG&E On-Bill Financing Program Manager

Contractor Details

Federal Tax ID or Social Security #,
Contractor

Name, Contractor

Address, Contractor

Name and Title of Authorized Representative
of Contractor

Date

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



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.

This table is to be completed by PG&E					
\$	\$	\$	\$		
Total Cost	Incentive	Loan Balance ¹	Monthly Payment	Term ² , 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.

¹ The Loan Balance shall not exceed two-hundred fifty thousand dollars (\$250,000), except 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 four million dollars (\$4,000,000).

² The loan term in months will be established by PG&E at the time of the OBF Loan Agreement initiation. The maximum loan term shall be one hundred and twenty (120) months.



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

Check Made Payable to Customer

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 Sample Form No. 79-1194

Sheet 1

Local Agency And District Customers On-Bill Financing Loan Agreement

**Please Refer to Attached
Sample Form**

(Continued)

Advice 4085-G
Decision 19-03-001

Issued by
Robert S. Kenney
Vice President, Regulatory Affairs

<i>Submitted</i>	<u>April 3, 2019</u>
<i>Effective</i>	<u>April 3, 2019</u>
<i>Resolution</i>	<u> </u>

LOCAL AGENCY AND DISTRICT CUSTOMERS **ON-BILL FINANCING LOAN AGREEMENT**

The undersigned Local Agency or District 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.** The Parties acknowledge and agree that PG&E is only providing the Local Agency or District cited here with financing. The Customer has independently hired contractors (“Local Agency or District Contractors”) to perform the work on behalf of the Customer to qualify for financing. The Customer acknowledges and agrees that the Local Agency or District Contractors are not third party beneficiaries to this agreement between the Customer and PG&E. To the extent authorized by law and subject to appropriation of the Legislature, the Customer agrees that it will look only to Local Agency or District Contractors for any claims related to the installed equipment or its performance and that PG&E shall have no responsibility or liability, except for the payment of the loan proceeds, and the Customer shall indemnify PG&E for any claims made by the Local Agency or District Contractors against PG&E.

LOCAL AGENCY AND DISTRICT CUSTOMERS **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; and (b) will adjust, if necessary, the total cost, incentive, Loan Balance, monthly payment, and loan term as stated above. Customer shall give PG&E reasonable access to its premises and the Work. 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, 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 the amount due from Customer to Contractor, Customer shall be responsible for the excess due to the Contractor.

LOCAL AGENCY AND DISTRICT CUSTOMERS **ON-BILL FINANCING LOAN AGREEMENT**

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.

LOCAL AGENCY AND DISTRICT CUSTOMERS ON-BILL FINANCING LOAN AGREEMENT

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 the equipment forming part of the Work to any third party; 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. LOCAL AGENCY OR DISTRICT REQUIREMENT

a. All Payment Obligations Subject to Appropriation

The Customer acknowledges that the cost incurred pursuant to this Loan Agreement will be part of the monthly bill for electricity use. All payment obligations and the Work replacement obligations of the Customer under this Loan Agreement or any related agreement or application is subject to appropriation by the Legislative body belonging to the Local Agency or District cited in this loan agreement.

b. No Lien or Encumbrance; Subordination:

(1) Notwithstanding any other provision in this Loan Agreement – , PG&E acknowledges that nothing in this Loan Agreement shall constitute a mortgage, charge, assignment, transfer, pledge, lien or encumbrance upon either the Work or any part of the buildings, structures or related facilities in which the Work is constructed, installed or situated (collectively, the "Related Facilities"). Accordingly, PG&E agrees it will not record or file any instrument that would indicate or imply it has a security interest in the Related Facilities, including but not limited to a UCC-1.

(2) In addition to the preceding paragraph (a), if this Loan Agreement were ever construed or deemed to create any such encumbrance, then: (i) this Loan Agreement shall be junior and subordinate and subject in all respects to the terms and conditions of any and all leases, and indentures related to lease revenue bonds issued by the Local Agency or District cited here or any other issuer of bonds on behalf of the Local Agency or District concerning the Related Facilities entered into in the past, the present or the future (the "Senior Security Documents"); and (ii) any term or condition of this Loan Agreement relating to any right, title or interest in the Related Facilities or other benefits derived there from shall be in all respects junior and subordinate to, and subject to the terms of, the Senior Security Documents.

LOCAL AGENCY AND DISTRICT CUSTOMERS ON-BILL FINANCING LOAN AGREEMENT

16. Loan Particulars

<i>This table is to be completed by PG&E</i>						
Total Cost	Incentive	Customer Contribution (if applicable)	Loan Balance ¹	Monthly Payment	Term ² (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 two-hundred fifty thousand dollars (\$250,000) except 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 four million dollars (\$4,000,000).

² The loan term in months will be established by PG&E at the time of the OBF Loan Agreement initiation. The maximum loan term shall be one hundred and twenty (120) months.



LOCAL AGENCY AND DISTRICT CUSTOMERS **ON-BILL FINANCING LOAN AGREEMENT**

17. 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

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 & Electric Company

PG&E On-Bill Financing Program Manager

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

CONTRACTOR DETAILS

Federal Tax ID or Social Security #, Contractor

Name, Contractor

Address, Contractor

Name and Title of Authorized Representative of
Contractor

Date



**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 (General Off-Bill and On-Bill Financing Loan Agreement, Form No. 79-1118; Off-Bill and On-Bill Financing Loan Agreement for Self-Installed Projects, Form No. 79-1126; California State Government Customers On-Bill Financing Loan Agreement, Form No. 79-1143; Local Agency and District Customers On-Bill Financing Loan Agreement, Form No. 79-1194) 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. 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.

(D)
(D)

(T)

(D)
(D)

(Continued)

Advice 4085-G
Decision 19-03-001

Issued by
Robert S. Kenney
Vice President, Regulatory Affairs

Submitted April 3, 2019
Effective April 3, 2019
Resolution _____



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

Sheet 2

**SPECIAL
CONDITIONS
(Continued):**

5. 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 two hundred and fifty thousand dollars (\$250,000) except 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 may exceed two hundred fifty thousand dollars (\$250,000) up to a maximum of four million dollars (\$4,000,000). Loans of more than \$250,000 are not permitted to be combined with rebates or other incentives. (T)(D) (D) (T)(N) (N)
 - b. Loan Term: The loan term in months will be established by PG&E at the time of the OBF Loan Agreement initiation. Loan terms will not exceed the expected useful life (EUL) of the installed energy efficiency measures. The maximum loan term shall be one hundred and twenty (120) months. (D) (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)

Advice 4085-G
Decision 19-03-001

Issued by
Robert S. Kenney
Vice President, Regulatory Affairs

Submitted	April 3, 2019
Effective	April 3, 2019
Resolution	



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

Sheet 3

SPECIAL
CONDITIONS
(Continued):

6. 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	34951 -G	(T)
Rate Schedules	34934, 34952 -G	(T)
Preliminary Statements.....	34936,34789-G	
Preliminary Statements, Rules	34881-G	
Rules, Maps, Contracts and Deviations.....	33776-G	
Sample Forms	34229,32986,32987,32886, 34953 ,32888-G	(T)

(Continued)

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Robert S. Kenney
Vice President, Regulatory Affairs

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Effective April 3, 2019
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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	30657,33940,22057-G
G-SFT	Seasonal Firm Transportation On-System Only	30678,33955,22178-G
G-AA	As-Available Transportation On-System.....	30651,33937-G
G-AAOFF	As-Available Transportation Off-System.....	30653,33938-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	33957,32782-G
G-PARK	Market Center Parking Service.....	33953,18177-G

**Rate Schedules
Other**

G-LEND	Market Center Lending Service	33945,18179-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	34799-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	34948,34949,34950-G
G-OBR	On-Bill Repayment (OBR) Pilots	31548-31554-G
G-SOP	Residential Gas SmartMeter™ Opt-Out Program.....	31912,31913-G

(T)

**Rate Schedules
Experimental**

G-NGV1	Experimental Natural Gas Service for Compression on Customers Premises.....	34897,27653-G
G-NGV2	Experimental Compressed Natural Gas Service	34898,27655-G
G-NGV4	Experimental Gas Transportation Service to Noncore Natural Gas Vehicles	33949,34930,27658-G
G-LNG	Experimental Liquefied Natural Gas Service	34929,21890-G

(Continued)



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	34430-G
79-1090	G-ESISP Service Agreement	34431-G
79-1091	G-ESISP Service Relocation Agreement	34432-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	Abolving Service Agreement	29989-G
62-4527	Agreement to Perform Tariff Schedule Related Work	34425*-G
62-4778	Cancellation of Contract	31700-G
79-861	Electronic Data Interchange (EDI) - Trading Partner Agreement	30761-G
79-936	Deed of Conveyance.....	34446-G
79-937	Assignment Agreement.....	34447-G
79-1031	Community Choice Aggregator Non-Disclosure Agreement	30437*-G
79-1039	Rate Schedule Selection Customer Agreement	34428-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	34433*-G
79-1096	Authorization to Receive Customer Information or Act Upon a Customer's Behalf (Spanish)	34434-G
79-1097	Request Change of Mailing Address to a Third Party Change of Address	34435-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	34945-G (T)
79-1126	Off-Bill and On-Bill Financing Loan Agreement for Self-Installed Projects	34946-G (T)
79-1128	Affidavit in Support of Customer Claim as Qualifying as a Small Business Customer Under Government Code Section 14837	34878-G
79-1139	Notice of Payment Default.....	30043-G
79-1143	California State Government Customers On-Bill Financing Loan Agreement	30320-G
79-1147	Authorization or Revocation of Authorization to Receive Customer Usage Information ...	34436-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	34439-G
79-1186	Share My Data Customer Authorization or Revocation of Authorization Form	34013-G
79-1194	Local Agency And District Customers On-Bill Financing Loan Agreement.....	34947-G (T)

(Continued)



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

GENERAL OFF-BILL AND ON-BILL FINANCING LOAN AGREEMENT

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 Balance ¹	Monthly Payment	Term ² , Months	Number of Payments

¹ The Loan Balance shall not exceed two-hundred fifty thousand dollars (\$250,000), except 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 four million dollars (\$4,000,000).

² The loan term in months will be established by PG&E at the time of the OBF Loan Agreement initiation. The maximum loan term shall be one hundred and twenty (120) months.



GENERAL OFF-BILL AND ON-BILL FINANCING LOAN AGREEMENT

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

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

Federal Tax ID or Social Security #, Customer

Account Name, Customer

Service Address, Customer

Name and Title of Authorized Representative
of Customer

Signature of Authorized Representative of
Customer

Date

ACCEPTED: Pacific Gas & Electric Company

PG&E On-Bill Financing Program Manager

Contractor Details

Federal Tax ID or Social Security #,
Contractor

Name, Contractor

Address, Contractor

Name and Title of Authorized Representative
of Contractor

Date

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



Electric 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 Balance ¹	Monthly Payment	Term ² , 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.

¹ The Loan Balance shall not exceed two-hundred fifty thousand dollars (\$250,000), except 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 four million dollars (\$4,000,000).

² The loan term in months will be established by PG&E at the time of the OBF Loan Agreement initiation. The maximum loan term shall be one hundred and twenty (120) months.



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

Check Made Payable to Customer

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



Electric Sample Form No. 79-1194

Sheet 1

Local Agency And District Customers On-Bill Financing Loan Agreement

**Please Refer to Attached
Sample Form**

(Continued)

Advice 5517-E
Decision 19-03-001

Issued by
Robert S. Kenney
Vice President, Regulatory Affairs

<i>Submitted</i>	<u>April 3, 2019</u>
<i>Effective</i>	<u>April 3, 2019</u>
<i>Resolution</i>	<u> </u>

LOCAL AGENCY AND DISTRICT CUSTOMERS **ON-BILL FINANCING LOAN AGREEMENT**

The undersigned Local Agency or District 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.** The Parties acknowledge and agree that PG&E is only providing the Local Agency or District cited here with financing. The Customer has independently hired contractors (“Local Agency or District Contractors”) to perform the work on behalf of the Customer to qualify for financing. The Customer acknowledges and agrees that the Local Agency or District Contractors are not third party beneficiaries to this agreement between the Customer and PG&E. To the extent authorized by law and subject to appropriation of the Legislature, the Customer agrees that it will look only to Local Agency or District Contractors for any claims related to the installed equipment or its performance and that PG&E shall have no responsibility or liability, except for the payment of the loan proceeds, and the Customer shall indemnify PG&E for any claims made by the Local Agency or District Contractors against PG&E.

LOCAL AGENCY AND DISTRICT CUSTOMERS **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; and (b) will adjust, if necessary, the total cost, incentive, Loan Balance, monthly payment, and loan term as stated above. Customer shall give PG&E reasonable access to its premises and the Work. 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, 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 the amount due from Customer to Contractor, Customer shall be responsible for the excess due to the Contractor.

LOCAL AGENCY AND DISTRICT CUSTOMERS **ON-BILL FINANCING LOAN AGREEMENT**

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.

LOCAL AGENCY AND DISTRICT CUSTOMERS ON-BILL FINANCING LOAN AGREEMENT

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 the equipment forming part of the Work to any third party; 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. LOCAL AGENCY OR DISTRICT REQUIREMENT

a. All Payment Obligations Subject to Appropriation

The Customer acknowledges that the cost incurred pursuant to this Loan Agreement will be part of the monthly bill for electricity use. All payment obligations and the Work replacement obligations of the Customer under this Loan Agreement or any related agreement or application is subject to appropriation by the Legislative body belonging to the Local Agency or District cited in this loan agreement.

b. No Lien or Encumbrance; Subordination:

(1) Notwithstanding any other provision in this Loan Agreement – , PG&E acknowledges that nothing in this Loan Agreement shall constitute a mortgage, charge, assignment, transfer, pledge, lien or encumbrance upon either the Work or any part of the buildings, structures or related facilities in which the Work is constructed, installed or situated (collectively, the "Related Facilities"). Accordingly, PG&E agrees it will not record or file any instrument that would indicate or imply it has a security interest in the Related Facilities, including but not limited to a UCC-1.

(2) In addition to the preceding paragraph (a), if this Loan Agreement were ever construed or deemed to create any such encumbrance, then: (i) this Loan Agreement shall be junior and subordinate and subject in all respects to the terms and conditions of any and all leases, and indentures related to lease revenue bonds issued by the Local Agency or District cited here or any other issuer of bonds on behalf of the Local Agency or District concerning the Related Facilities entered into in the past, the present or the future (the "Senior Security Documents"); and (ii) any term or condition of this Loan Agreement relating to any right, title or interest in the Related Facilities or other benefits derived there from shall be in all respects junior and subordinate to, and subject to the terms of, the Senior Security Documents.

LOCAL AGENCY AND DISTRICT CUSTOMERS **ON-BILL FINANCING LOAN AGREEMENT**

16. Loan Particulars

<i>This table is to be completed by PG&E</i>						
Total Cost	Incentive	Customer Contribution (if applicable)	Loan Balance ¹	Monthly Payment	Term ² (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 two-hundred fifty thousand dollars (\$250,000) except 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 four million dollars (\$4,000,000).

² The loan term in months will be established by PG&E at the time of the OBF Loan Agreement initiation. The maximum loan term shall be one hundred and twenty (120) months.



LOCAL AGENCY AND DISTRICT CUSTOMERS **ON-BILL FINANCING LOAN AGREEMENT**

17. 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

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 & Electric Company

PG&E On-Bill Financing Program Manager

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

CONTRACTOR DETAILS

Federal Tax ID or Social Security #, Contractor

Name, Contractor

Address, Contractor

Name and Title of Authorized Representative of
Contractor

Date



**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 (General Off-Bill and On-Bill Financing OBF Loan Agreement, Form No. 79-1118; Off-Bill and On-Bill Financing Loan Agreement for Self-Installed Projects, Form No. 79-1126; California State Government Customers On-Bill Financing Loan Agreement, Form No. 79-1143; Local Agency and District Customers On-Bill Financing Loan Agreement, Form No. 79-1194) 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. 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.

(D)

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(D)

(D)

(Continued)

Advice 5517-E
Decision 19-03-001

Issued by
Robert S. Kenney
Vice President, Regulatory Affairs

Submitted
Effective
Resolution

April 3, 2019
April 3, 2019



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

Sheet 2

SPECIAL
CONDITIONS
(Continued):

5. 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 two hundred and fifty thousand dollars (\$250,000) except 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 may exceed two hundred fifty thousand dollars (\$250,000) up to a maximum of four million dollars (\$4,000,000). Loans of more than \$250,000 are not permitted to be combined with rebates or other incentives. (T)(D) (D) (T)(N) (N)
 - b. Loan Term: The loan term in months will be established by PG&E at the time of the OBF Loan Agreement initiation. Loan terms will not exceed the expected useful life (EUL) of the installed energy efficiency measures. The maximum loan term shall be one hundred and twenty (120) months. (D) (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)

Advice 5517-E
Decision 19-03-001

Issued by
Robert S. Kenney
Vice President, Regulatory Affairs

Submitted April 3, 2019
Effective April 3, 2019
Resolution _____



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

Sheet 3

SPECIAL
CONDITIONS
(Continued):

6. 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		44033-E (T)
Rate Schedules.....	44011,44012,43961,43879,43880, 44034 ,41779,43935,43936-E	(T)
Preliminary Statements.....	43883,40534,42856*,43670,41723,40591,43686-E	
Rules	43022,43023,43210-E	
Maps, Contracts and Deviations	37960-E	
Sample Forms...40925*,37631,41151*,41573*, 37632,41152*,41153,37769, 44035 ,40671,37169-E		(T)

(Continued)

<i>Advice</i>	5517-E	<i>Issued by</i>	<i>Submitted</i>	<u>April 3, 2019</u>
<i>Decision</i>	19-03-001	Robert S. Kenney	<i>Effective</i>	<u>April 3, 2019</u>
		<i>Vice President, Regulatory Affairs</i>	<i>Resolution</i>	<u></u>



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 Metering31625,33922*,42064,33923, 33924,33925,31630,36567,31632,31633,36568,31635,42065,31637,33217,31639,42066-E	
NEM2VMSH	Virtual Net Energy Metering For Multifamily Affordable Housing (MASH/NSHP) With Solar Generator(s)37847,37848,42051,37850,37851,37852,37853,37854,37855, 37856,37857,37858,37859,37860,42052,37862,37863,42053,42054-E	
E-ERA	Energy Rate Adjustments.....43779,43780,43781,43782-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) 44030, 44031, 44032-E (T)	
E-OB	On-Bill Repayment (OBR) Pilots 34527,34528,34529,34530,34531,34532, 34533-E	
E-SOP	Residential Electric SmartMeter™ Opt-Out Program 35105,40860-E	
PEVSP	Plug-In Electric Vehicle Submetering Pilot – Phase 136571,35261,34249,35262,35263-E	
PEVSP 2	Plug-In Electric Vehicle Submetering Pilot – Phase 2 37688,37689,37690,3769137692,37693,37694,37695,37696,37697, 37698-E	

**Rate Schedules
Agricultural**

AG-1	Agricultural Power34541,43733,43734,24221,24222,24223,43735,25425-E
AG-R	Split-Week Time-of-Use Agricultural Power..... 35785,43166,43293,43749,43750,31267,31268,31269,43751,31271-E
AG-V	Short-Peak Time-of-Use Agricultural Power..... 35786,43167,31273,43752,43753,31276,31277,31278,31279,31280,43754,31282-E
AG-4	Time-of-Use Agricultural Power 25909,35411,43162,43736, 41827,43737, 43738,43739,30992,30993,30994,30995,30996,43740,30998,43163,31000,43919-E
AG-5	Large Time-of-Use Agricultural Power 25911,35412,43164,43741,43953,43743, 43744,43745,31007,31008,31009,31010,31011,43746,43673, 43674,43165,31016,35345,43920-E

(Continued)



ELECTRIC TABLE OF CONTENTS

Sheet 30

(FORM)	TITLE OF SHEET	CAL P.U.C. SHEET NO.
	Sample Forms Miscellaneous (Cont'd)	
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	42821-E
79-1126	Off-Bill and On-Bill Financing Loan Agreement for Self-Installed Projects	44028-E (T)
79-1127	Agreement to Perform Tariff Schedule Related Work, Rule 20A General Conditions	42822-E
79-1128	Affidavit in Support of Customer Claim as Qualifying as a Small Business Customer under Government Code Section 14837*	43950-E
79-1138	Power Purchase and Sale Agreement - Contract For Eligible CHP Facilities with Power Rating of Less Than 500 KW	42824-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
79-1147	Authorization or Revocation of Authorization to Receive Customer Usage Information	42826-E
79-1149	Election to Withdraw From the Capacity Bidding Program Form	42828-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
79-1172	Bioenergy Market Adjusting Tariff Power Purchase Agreement	43644-E
79-1173	Energy Efficiency Financing Pilot Programs Authorization or Revocation of Authorization to Release Customer Information	42836-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
79-1186	Share My Data Customer Authorization or Revocation of Authorization Form	41784-E
79-1187	Bioenergy Market Adjusting Tariff Program (BioMAT Program) - Fuel Resource Attestation	37766-E
79-1118	General Off-Bill and On-Bill Financing Loan Agreement	44027-E (T)
79-1194	Local Agency And District Customers On-Bill Financing Loan Agreement	44029-E (T)

(Continued)

Attachment 2
Redlined Tariffs



**Pacific Gas and
Electric Company®**

U 39

San Francisco, California

Cancelling Revised
Revised

Cal. P.U.C. Sheet No. ~~33971-G~~
Cal. P.U.C. Sheet No. ~~30318-G~~

Sample Gas Form No. 79-1118
General Off-Bill and On-Bill Financing Loan Agreement

Sheet 1

**Please Refer to Attached
Sample Form**

Advice ~~3926-G~~
Decision

Issued by
Robert S. Kenney
Vice President, Regulatory Affairs

Date Filed January 11, 2018
Effective February 10, 2018
Resolution

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.
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

GENERAL OFF-BILL AND ON-BILL FINANCING LOAN AGREEMENT

- 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 the amount due from Customer to Contractor, Customer shall be responsible for the excess due to the Contractor.

GENERAL OFF-BILL AND ON-BILL FINANCING LOAN AGREEMENT

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.
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

GENERAL OFF-BILL AND ON-BILL FINANCING LOAN AGREEMENT

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.

This table is to be completed by PG&E					
\$	\$	\$	\$		
Total Cost	Incentive	Loan Balance ¹	Monthly Payment	Term ² , Months	Number of Payments

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-four~~ million dollars (\$~~421~~,000,000).

² The loan term in months will be established by PG&E at the time of the OBF Loan Agreement initiation. The maximum loan term shall be ~~sixty-one hundred and twenty (61200) 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.~~



GENERAL OFF-BILL AND ON-BILL FINANCING LOAN AGREEMENT

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

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

Federal Tax ID or Social Security #, Customer

Account Name, Customer

Service Address, Customer

Name and Title of Authorized Representative
of Customer

Signature of Authorized Representative of
Customer

Date

ACCEPTED: Pacific Gas & Electric Company

PG&E On-Bill Financing Program Manager

Contractor Details

Federal Tax ID or Social Security #,
Contractor

Name, Contractor

Address, Contractor

Name and Title of Authorized Representative
of Contractor

Date

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



**Pacific Gas and
Electric Company®**

U 39

San Francisco, California

Cancelling Revised
Revised

Cal. P.U.C. Sheet No. ~~33972-G~~
Cal. P.U.C. Sheet No. ~~33368-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**

Advice ~~3926-G~~
Decision

Issued by
Robert S. Kenney
Vice President, Regulatory Affairs

Date Filed January 11, 2018
Effective February 10, 2018
Resolution



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.

This table is to be completed by PG&E					
\$	\$	\$	\$		
Total Cost	Incentive	Loan Balance ¹	Monthly Payment	Term ² , 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.

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 four~~ million dollars (\$~~42~~,000,000).

² The loan term in months will be established by PG&E at the time of the OBF Loan Agreement initiation. The maximum loan term shall be ~~one hundred and twenty-sixty (6120) months~~ ~~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.



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

Check Made Payable to Customer

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



**Pacific Gas and
Electric Company®**

U 39

San Francisco, California

Original

Cal. P.U.C. Sheet No.

~~33973-G~~

Gas Sample Form No. 79-1194

Local Agency And District Customers On-Bill Financing Loan Agreement

Sheet 1

(N)

(N)

**Please Refer to Attached
Sample Form**

(Continued)

Advice
Decision

~~3926-G~~

Issued by
Robert S. Kenney
Vice President, Regulatory Affairs

Date Filed
Effective
Resolution

~~January 11, 2018~~
~~February 10, 2018~~

LOCAL AGENCY AND DISTRICT CUSTOMERS **ON-BILL FINANCING LOAN AGREEMENT**

The undersigned Local Agency or District 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.** The Parties acknowledge and agree that PG&E is only providing the Local Agency or District cited here with financing. The Customer has independently hired contractors ("Local Agency or District Contractors") to perform the work on behalf of the Customer to qualify for financing. The Customer acknowledges and agrees that the Local Agency or District Contractors are not third party beneficiaries to this agreement between the Customer and PG&E. To the extent authorized by law and subject to appropriation of the Legislature, the Customer agrees that it will look only to Local Agency or District Contractors for any claims related to the installed equipment or its performance and that PG&E shall have no responsibility or liability, except for the payment of the loan proceeds, and the Customer shall indemnify PG&E for any claims made by the Local Agency or District Contractors against PG&E.

LOCAL AGENCY AND DISTRICT CUSTOMERS **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; and (b) will adjust, if necessary, the total cost, incentive, Loan Balance, monthly payment, and loan term as stated above. Customer shall give PG&E reasonable access to its premises and the Work. 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, 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 the amount due from Customer to Contractor, Customer shall be responsible for the excess due to the Contractor.



LOCAL AGENCY AND DISTRICT CUSTOMERS **ON-BILL FINANCING LOAN AGREEMENT**

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.



LOCAL AGENCY AND DISTRICT CUSTOMERS ON-BILL FINANCING LOAN AGREEMENT

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 the equipment forming part of the Work to any third party; 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. LOCAL AGENCY OR DISTRICT REQUIREMENT

a. All Payment Obligations Subject to Appropriation

The Customer acknowledges that the cost incurred pursuant to this Loan Agreement will be part of the monthly bill for electricity use. All payment obligations and the Work replacement obligations of the Customer under this Loan Agreement or any related agreement or application is subject to appropriation by the Legislative body belonging to the Local Agency or District cited in this loan agreement.

b. No Lien or Encumbrance; Subordination:

(1) Notwithstanding any other provision in this Loan Agreement – , PG&E acknowledges that nothing in this Loan Agreement shall constitute a mortgage, charge, assignment, transfer, pledge, lien or encumbrance upon either the Work or any part of the buildings, structures or related facilities in which the Work is constructed, installed or situated (collectively, the "Related Facilities"). Accordingly, PG&E agrees it will not record or file any instrument that would indicate or imply it has a security interest in the Related Facilities, including but not limited to a UCC-1.

(2) In addition to the preceding paragraph (a), if this Loan Agreement were ever construed or deemed to create any such encumbrance, then: (i) this Loan Agreement shall be junior and subordinate and subject in all respects to the terms and conditions of any and all leases, and indentures related to lease revenue bonds issued by the Local Agency or District cited here or any other issuer of bonds on behalf of the Local Agency or District concerning the Related Facilities entered into in the past, the present or the future (the "Senior Security Documents"); and (ii) any term or condition of this Loan Agreement relating to any right, title or interest in the Related Facilities or other benefits derived there from shall be in all respects junior and subordinate to, and subject to the terms of, the Senior Security Documents.

LOCAL AGENCY AND DISTRICT CUSTOMERS **ON-BILL FINANCING LOAN AGREEMENT**

16. Loan Particulars

This table is to be completed by PG&E						
Total Cost	Incentive	Customer Contribution (if applicable)	Loan Balance ¹	Monthly Payment	Term ² (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-four~~ million dollars (\$~~42~~,000,000).
- ² The loan term in months will be established by PG&E at the time of the OBF Loan Agreement initiation. The maximum loan term shall be ~~sixty-one hundred and twenty (12060) 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.~~



LOCAL AGENCY AND DISTRICT CUSTOMERS **ON-BILL FINANCING LOAN AGREEMENT**

17. 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

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 & Electric Company

PG&E On-Bill Financing Program Manager

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

CONTRACTOR DETAILS

Federal Tax ID or Social Security #, Contractor

Name, Contractor

Address, Contractor

Name and Title of Authorized Representative of
Contractor

Date



**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 (General Off-Bill and On-Bill Financing Loan Agreement, Form No. 79-1118; Off-Bill and On-Bill Financing Loan Agreement for Self-Installed Projects, Form No. 79-1126; California State Government Customers On-Bill Financing Loan Agreement, Form No. 79-1143; Local Agency and District Customers On-Bill Financing Loan Agreement, Form No. 79-1194) 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.~~
 - ~~45. 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)



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

Sheet 2

**SPECIAL
CONDITIONS
(Continued):**

75. 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-two~~ and fifty thousand dollars (~~\$100~~250,000) except ~~ing: 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 four~~ two million dollars (\$24,000,000). Loans of more than \$250,000 are not permitted to be combined with rebates or other incentives.
- 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-one hundred and twenty (12060) 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)

Advice 3840-G
Decision

Issued by
Robert S. Kenney
Vice President, Regulatory Affairs

Date Filed	<u>May 3, 2017</u>
Effective	<u>June 5, 2017</u>
Resolution	



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

Sheet 3

**SPECIAL
CONDITIONS
(Continued):**

68. 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.



**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 (General Off-Bill and On-Bill Financing OBF Loan Agreement, Form No. 79-1118; Off-Bill and On-Bill Financing Loan Agreement for Self-Installed Projects, Form No. 79-1126; California State Government Customers On-Bill Financing Loan Agreement, Form No. 79-1143; Local Agency and District Customers On-Bill Financing Loan Agreement, Form No. 79-1194) 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.~~

54. 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)



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

Sheet 2

SPECIAL
CONDITIONS
(Continued):

57. 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 two-hundred and fifty~~ thousand dollars (\$~~100~~250,000) except, ~~ing: 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~~ four million dollars (\$24,000,000). Loans of more than \$250,000 are not permitted to be combined with rebates or other incentives.
- 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-one hundred and twenty (12060) 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)

Advice
Decision

5065-E

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Vice President, Regulatory Affairs

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June 5, 2017



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

Sheet 3

SPECIAL
CONDITIONS
(Continued):

68. 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.

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

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