



**Pacific Gas and
Electric Company®**

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Fax: 415-973-3582

August 15, 2018

Advice 5354-E
(Pacific Gas and Electric Company ID U 39 E)

Public Utilities Commission of the State of California

Subject: Revisions to Electric Rule 23, Community Choice Aggregator
Service, in Compliance With Decision 18-05-022

Pacific Gas and Electric Company (PG&E) hereby submits revisions to its electric tariff. The applicable tariff sheets are listed in the enclosed Attachment 1. The redlined version of electric Rule 23 is included as Attachment 2.

Purpose

The purpose of this advice letter is to propose revisions to electric Rule 23, Community Choice Aggregator Service, in compliance with Ordering Paragraphs (OP) 5, 6, 7, 8, and 9 of Decision (D.) 18-05-022.

Background

In 2003, the California Public Utilities Commission (Commission or CPUC) issued Rulemaking (R.) 03-10-003 to implement portions of Assembly Bill 117 concerning Community Choice Aggregation. On June 7, 2018, the Commission issued D.18-05-022 which established reentry fees and financial security requirements (FSR) applicable to Community Choice Aggregators (CCAs) as required by Public Utilities Code Section 394.25e. Reentry fees include utility administrative costs and procurement costs resulting from a mass involuntary return of CCA customers to utility service, and the FSRs must cover those potential costs. For purposes of calculating the FSRs, D.18-05-022 defines what is included in the reentry fee for CCAs and the per-customer reentry fee for utility administrative costs as well as acceptable forms of satisfying the FSR.

On August 6, 2018, PG&E submitted Advice 5350-E with its initial calculation of the FSR amount for each CCA serving customers in PG&E's service area.

The purpose of this submittal is to propose revisions to PG&E electric Rule 23, Community Choice Aggregation Service to incorporate the reentry fees and financial

security requirements into PG&E's Community Choice Aggregation Service tariffs. PG&E is also providing illustrative examples of an acceptable form of a Letter of Credit (Attachment 3), Surety Bond (Attachment 4) and an Escrow Agreement (Attachment 5).

Tariff Revisions

In compliance with D.18-05-022, PG&E is proposing revisions to incorporate the reentry fees and financial security requirements into electric Rule 23, Community Choice Aggregator Service. Redline changes to electric Rule 23 are shown in Attachment 1.

Protests

Anyone wishing to protest this submittal may do so by letter sent via U.S. mail, facsimile or E-mail, no later than September 4, 2018, which is 20 days after the date of this submittal. 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

PG&E requests that this Tier 2 advice letter become effective on regular notice, September 14, 2018, which is 30 calendar days after the date of submittal.

Notice

In accordance with General Order 96-B, Section IV, a copy of this advice letter is being sent electronically and via U.S. mail to parties shown on the attached list and the parties on the service list for R.03-10-003. 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 submittals can also be accessed electronically at: <http://www.pge.com/tariffs/>.

/S/

Erik Jacobson
Director, Regulatory Relations

Attachment 1 – Clean Version of Electric Rule 23
Attachment 2 – Redline Changes to Electric Rule 23
Attachment 3 – Acceptable form of Letter of Credit
Attachment 4 – Acceptable form of Surety Bond
Attachment 5 – Acceptable form of Escrow Agreement

cc: Service List R.03-10-003

CALIFORNIA PUBLIC UTILITIES COMMISSION

ADVICE LETTER SUBMITTAL SUMMARY ENERGY UTILITY

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

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

Utility type:

ELC

GAS

PLC

HEAT

WATER

Contact Person: Kingsley Cheng

Phone #: (415) 973-5265

E-mail: k2c0@pge.com and PGETariffs@pge.com

EXPLANATION OF UTILITY TYPE

ELC = Electric

GAS = Gas

PLC = Pipeline

HEAT = Heat

WATER = Water

(Date Submitted/ Received Stamp by CPUC)

Advice Letter (AL) #: **5354-E**

Tier: 2

Subject of AL: **Revisions to Electric Rule 23, Community Choice Aggregator Service, in Compliance With Decision 18-05-022**

Keywords (choose from CPUC listing): Compliance, Rules

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

If AL submitted in compliance with a Commission order, indicate relevant Decision/Resolution #: D.18-05-022

Does AL replace a withdrawn or rejected AL? If so, identify the prior AL: No

Summarize differences between the AL and the prior withdrawn or rejected AL: _____

Is AL requesting confidential treatment? If so, what information is the utility seeking confidential treatment for: No

Confidential information will be made available to those who have executed a nondisclosure agreement: N/A

Name(s) and contact information of the person(s) who will provide the nondisclosure agreement and access to the confidential information: _____

Resolution Required? Yes No

Requested effective date: **September 14, 2018**

No. of tariff sheets: **63**

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

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

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

Tariff schedules affected: **Electric Rule 23**

Service affected and changes proposed: N/A

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

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

California Public Utilities Commission

Energy Division

EDTariffUnit

505 Van Ness Ave., 4th Flr.

San Francisco, CA 94102

E-mail: EDTariffUnit@cpuc.ca.gov

Pacific Gas and Electric Company

Attn: Erik Jacobson

Director, Regulatory Relations

c/o Megan Lawson

77 Beale Street, Mail Code B13U

P.O. Box 770000

San Francisco, CA 94177

E-mail: PGETariffs@pge.com

Cal P.U.C. Sheet No.	Title of Sheet	Cancelling Cal P.U.C. Sheet No.
42866-E	ELECTRIC RULE NO. 23 COMMUNITY CHOICE AGGREGATION SERVICE Sheet 1	25527-E*
42867-E	ELECTRIC RULE NO. 23 COMMUNITY CHOICE AGGREGATION SERVICE Sheet 9	30933-E
42868-E	ELECTRIC RULE NO. 23 COMMUNITY CHOICE AGGREGATION SERVICE Sheet 12	
42869-E	ELECTRIC RULE NO. 23 COMMUNITY CHOICE AGGREGATION SERVICE Sheet 13	25538-E*
42870-E	ELECTRIC RULE NO. 23 COMMUNITY CHOICE AGGREGATION SERVICE Sheet 14	29471-E
42871-E	ELECTRIC RULE NO. 23 COMMUNITY CHOICE AGGREGATION SERVICE Sheet 15	25540-E*
42872-E	ELECTRIC RULE NO. 23 COMMUNITY CHOICE AGGREGATION SERVICE Sheet 16	41981-E
42873-E	ELECTRIC RULE NO. 23 COMMUNITY CHOICE AGGREGATION SERVICE Sheet 17	41982-E
42874-E	ELECTRIC RULE NO. 23 COMMUNITY CHOICE AGGREGATION SERVICE Sheet 18	41983-E
42875-E	ELECTRIC RULE NO. 23 COMMUNITY CHOICE AGGREGATION SERVICE Sheet 19	41984-E
42876-E	ELECTRIC RULE NO. 23 COMMUNITY CHOICE AGGREGATION SERVICE Sheet 20	41985-E
42877-E	ELECTRIC RULE NO. 23 COMMUNITY CHOICE AGGREGATION SERVICE Sheet 21	41986-E
42878-E	ELECTRIC RULE NO. 23 COMMUNITY CHOICE AGGREGATION SERVICE Sheet 22	41987-E
42879-E	ELECTRIC RULE NO. 23 COMMUNITY CHOICE AGGREGATION SERVICE Sheet 23	41988-E

Cal P.U.C. Sheet No.	Title of Sheet	Cancelling Cal P.U.C. Sheet No.
42880-E	ELECTRIC RULE NO. 23 COMMUNITY CHOICE AGGREGATION SERVICE Sheet 24	41989-E
42881-E	ELECTRIC RULE NO. 23 COMMUNITY CHOICE AGGREGATION SERVICE Sheet 25	41990-E
42882-E	ELECTRIC RULE NO. 23 COMMUNITY CHOICE AGGREGATION SERVICE Sheet 26	41991-E
42883-E	ELECTRIC RULE NO. 23 COMMUNITY CHOICE AGGREGATION SERVICE Sheet 27	41992-E
42884-E	ELECTRIC RULE NO. 23 COMMUNITY CHOICE AGGREGATION SERVICE Sheet 28	41993-E
42885-E	ELECTRIC RULE NO. 23 COMMUNITY CHOICE AGGREGATION SERVICE Sheet 29	41994-E
42886-E	ELECTRIC RULE NO. 23 COMMUNITY CHOICE AGGREGATION SERVICE Sheet 30	41995-E
42887-E	ELECTRIC RULE NO. 23 COMMUNITY CHOICE AGGREGATION SERVICE Sheet 31	41996-E
42888-E	ELECTRIC RULE NO. 23 COMMUNITY CHOICE AGGREGATION SERVICE Sheet 32	41997-E
42889-E	ELECTRIC RULE NO. 23 COMMUNITY CHOICE AGGREGATION SERVICE Sheet 33	41998-E
42890-E	ELECTRIC RULE NO. 23 COMMUNITY CHOICE AGGREGATION SERVICE Sheet 34	41999-E
42891-E	ELECTRIC RULE NO. 23 COMMUNITY CHOICE AGGREGATION SERVICE Sheet 35	42000-E
42892-E	ELECTRIC RULE NO. 23 COMMUNITY CHOICE AGGREGATION SERVICE Sheet 36	42001-E
42893-E	ELECTRIC RULE NO. 23 COMMUNITY CHOICE AGGREGATION SERVICE Sheet 37	42002-E

Cal P.U.C. Sheet No.	Title of Sheet	Cancelling Cal P.U.C. Sheet No.
42894-E	ELECTRIC RULE NO. 23 COMMUNITY CHOICE AGGREGATION SERVICE Sheet 38	42003-E
42895-E	ELECTRIC RULE NO. 23 COMMUNITY CHOICE AGGREGATION SERVICE Sheet 39	42004-E
42896-E	ELECTRIC RULE NO. 23 COMMUNITY CHOICE AGGREGATION SERVICE Sheet 40	42005-E
42897-E	ELECTRIC RULE NO. 23 COMMUNITY CHOICE AGGREGATION SERVICE Sheet 41	42006-E
42898-E	ELECTRIC RULE NO. 23 COMMUNITY CHOICE AGGREGATION SERVICE Sheet 42	42007-E
42899-E	ELECTRIC RULE NO. 23 COMMUNITY CHOICE AGGREGATION SERVICE Sheet 43	42008-E
42900-E	ELECTRIC RULE NO. 23 COMMUNITY CHOICE AGGREGATION SERVICE Sheet 44	42009-E
42901-E	ELECTRIC RULE NO. 23 COMMUNITY CHOICE AGGREGATION SERVICE Sheet 45	42010-E
42902-E	ELECTRIC RULE NO. 23 COMMUNITY CHOICE AGGREGATION SERVICE Sheet 46	42011-E
42903-E	ELECTRIC RULE NO. 23 COMMUNITY CHOICE AGGREGATION SERVICE Sheet 47	42012-E
42904-E	ELECTRIC RULE NO. 23 COMMUNITY CHOICE AGGREGATION SERVICE Sheet 48	42013-E
42905-E	ELECTRIC RULE NO. 23 COMMUNITY CHOICE AGGREGATION SERVICE Sheet 49	42014-E
42906-E	ELECTRIC RULE NO. 23 COMMUNITY CHOICE AGGREGATION SERVICE Sheet 50	
42907-E	ELECTRIC RULE NO. 23 COMMUNITY CHOICE AGGREGATION SERVICE Sheet 51	42015-E

Cal P.U.C. Sheet No.	Title of Sheet	Cancelling Cal P.U.C. Sheet No.
42908-E	ELECTRIC RULE NO. 23 COMMUNITY CHOICE AGGREGATION SERVICE Sheet 52	42016-E
42909-E	ELECTRIC RULE NO. 23 COMMUNITY CHOICE AGGREGATION SERVICE Sheet 53	42017-E
42910-E	ELECTRIC RULE NO. 23 COMMUNITY CHOICE AGGREGATION SERVICE Sheet 54	42018-E
42911-E	ELECTRIC RULE NO. 23 COMMUNITY CHOICE AGGREGATION SERVICE Sheet 55	
42912-E	ELECTRIC RULE NO. 23 COMMUNITY CHOICE AGGREGATION SERVICE Sheet 56	42019-E
42913-E	ELECTRIC RULE NO. 23 COMMUNITY CHOICE AGGREGATION SERVICE Sheet 57	
42914-E	ELECTRIC RULE NO. 23 COMMUNITY CHOICE AGGREGATION SERVICE Sheet 58	
42915-E	ELECTRIC RULE NO. 23 COMMUNITY CHOICE AGGREGATION SERVICE Sheet 59	
42916-E	ELECTRIC RULE NO. 23 COMMUNITY CHOICE AGGREGATION SERVICE Sheet 60	
42917-E	ELECTRIC RULE NO. 23 COMMUNITY CHOICE AGGREGATION SERVICE Sheet 61	
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42920-E	ELECTRIC RULE NO. 23 COMMUNITY CHOICE AGGREGATION SERVICE Sheet 64	
42921-E	ELECTRIC RULE NO. 23 COMMUNITY CHOICE AGGREGATION SERVICE Sheet 65	

Cal P.U.C. Sheet No.	Title of Sheet	Cancelling Cal P.U.C. Sheet No.
42922-E	ELECTRIC RULE NO. 23 COMMUNITY CHOICE AGGREGATION SERVICE Sheet 66	
42923-E	ELECTRIC RULE NO. 23 COMMUNITY CHOICE AGGREGATION SERVICE Sheet 67	
42924-E	ELECTRIC RULE NO. 23 COMMUNITY CHOICE AGGREGATION SERVICE Sheet 68	
42925-E	ELECTRIC RULE NO. 23 COMMUNITY CHOICE AGGREGATION SERVICE Sheet 69	
42926-E	ELECTRIC RULE NO. 23 COMMUNITY CHOICE AGGREGATION SERVICE Sheet 70	
42927-E	ELECTRIC TABLE OF CONTENTS Sheet 1	42841-E
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ELECTRIC RULE NO. 23
COMMUNITY CHOICE AGGREGATION SERVICE

Sheet 1

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S. VOLUNTARY CCA SERVICE TERMINATION	
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(Continued)



ELECTRIC RULE NO. 23
COMMUNITY CHOICE AGGREGATION SERVICE

Sheet 9

B. GENERAL TERMS (Cont'd.)

17. Liability In Connection With CCA Services (Cont'd.)

- e. PG&E shall not be liable to the customer for any damages caused by CCA's failure to perform its obligations to the customer, including, but not limited to the obligation to provide electric supply services to the customer. The CCA shall not be liable to the customer for any damages caused by PG&E's failure to perform its obligations to the customer.
- f. A CCA is not PG&E's agent for any purpose. PG&E shall not be liable to the customer for any damages resulting from any acts, omissions, or representations made by CCA in connection with soliciting customers for CCA Service or performing any of its functions in rendering CCA Service.
- g. PG&E is not the CCA's agent for any purpose. The CCA shall not be liable to the customer for any damages resulting from any acts, omissions, or representations made by PG&E in connection with soliciting customers for CCA Service or performing any of its functions in rendering CCA Service.

18. CCA Implementation Plan

A CCA shall develop an Implementation Plan, as defined in P.U. Code Section 366.2(c)(3).

19. Sixty (60) Day Period

A Sixty (60) Day Period is a period of time equal to sixty (60) calendar days. For purposes of this Rule, two billing cycles or two calendar months are also equal to 60 calendar days, whichever is longer.

20. Automatic Enrollment

Automatic Enrollment is the process whereby a CCA can automatically enroll an eligible customer in CCA Service. Customer participation in CCA Service may not require a positive written declaration, but all customers shall be informed of their right to opt-out of CCA Service. If no negative declaration is made by the customer during the 60-day initial notification period or the 60-day follow-up notification period, the customer shall be served through the CCA's CCA Service. Automatic Enrollment is the transfer of a customer's service account to CCA Service with no action taken by the customer to initiate the transfer.

(D)

(Continued)



ELECTRIC RULE NO. 23
COMMUNITY CHOICE AGGREGATION SERVICE

Sheet 12

B. GENERAL TERMS (Cont'd.)

29. Involuntary Return

(N)

For purposes of assessing re-entry fees, an involuntary return of a CCA customer to Bundled Service may occur due to any of the following:

- a. The Commission has revoked the CCA's registration,
- b. The CCA service under the CCA Service Agreement becomes terminated,
- c. The CCA or its authorized CAISO Scheduling Coordinator has defaulted on its CAISO Scheduling Coordinator obligations, such that the CCA no longer has an appropriately authorized CAISO Scheduling Coordinator,
- d. A voluntary service termination pursuant to Section S of this Rule, or
- e. An involuntary service termination pursuant to Section T of this Rule.

An Involuntary Return of a CCA customer does not include the following events:

- a. A customer's contract with an CCA has expired, or
- b. CCA discontinues service to a customer due to that customer's default under their service agreement with the CCA.

30. Financial Security Requirement

All new and existing CCAs are required to post and maintain financial security with PG&E as set forth in Section W of this Rule.

(N)

(Continued)



ELECTRIC RULE NO. 23
COMMUNITY CHOICE AGGREGATION SERVICE

Sheet 13

- C. CUSTOMER INQUIRIES AND DATA ACCESSIBILITY (L)
1. Customer Inquiries

Customers contacting the utility requesting information on CCA Service shall be referred to the CCA for assistance. PG&E shall provide the customer with the CCA’s telephone number.
 2. Customer Request To Initiate CCA Service

Eligible customers contacting PG&E requesting to initiate CCA Service from the CCA shall be processed by PG&E. PG&E shall notify the CCA pursuant to the provisions set forth in this Rule.
 3. Access to Customer Data
 - a. PG&E shall provide customer-specific usage data pursuant to Schedule E-CCAINFO. PG&E and CCA shall abide by the instructions of a customer as to the entities to whom access to the confidential customer information is provided.
 - b. When a customer is enrolled into CCA Service, the customer’s account information will be sent to the CCA. Such information will include information such as metering information required for billing, settlement and other functions and twelve (12) months of historical usage data (if available).
 - c. A CCA has the option to request additional customer information pursuant to Schedule E-CCAINFO.
 4. Customer Inquiries Concerning Billing-Related Issues

Customer inquiries concerning PG&E’s charges and services or the Trust Transfer Amount (TTA) charge shall be directed to PG&E. Customer inquiries concerning the CCA’s charges or services shall be directed to the CCA. (L)

(Continued)



ELECTRIC RULE NO. 23
COMMUNITY CHOICE AGGREGATION SERVICE

Sheet 14

- C. CUSTOMER INQUIRIES AND DATA ACCESSIBILITY (Cont'd.) (L)

 - 5. Customer Inquiries Related To Emergency Situations And Outages
 - a. PG&E shall be responsible for responding to all inquiries related to distribution or transmission service, emergency system conditions, outages and safety situations. Customers contacting the CCA with such inquiries shall be referred directly to PG&E.
 - b. It may be necessary for PG&E to shed or curtail customer load at the request of the ISO, or as otherwise provided by Commission-approved tariffs. Nothing in this rule or CCA Service shall change the criteria for load shedding established by the ISO or Commission.
 - c. PG&E shall continue to be responsible for implementing Commission-approved load curtailment and demand response programs, including providing notification to participating customers.
 - d. The CCA shall be responsible for notifying its Scheduling Coordinator of any notice issued to the CCA by PG&E under this Section.

- D. BASIC COMMUNITY CHOICE AGGREGATION SERVICES
 - 1. In accordance with D.04-12-046 and D.05-12-041, the processes set forth below describe basic services provided by PG&E to develop, implement and support CCA Service:
 - a. A standard opt-out service as defined in Section I.
 - b. A mass enrollment process, defined in Section J, whereby all eligible customers who have not opted-out of CCA Service, shall be automatically enrolled in CCA Service on the customer's scheduled meter read date during a one month period, subject to phasing or the mutual agreement of PG&E and CCA pursuant to the provisions set forth in Section E of this Rule.
 - c. On an ongoing basis, subsequent to the initial mass enrollment, PG&E shall initiate the customer's enrollment or transfer to CCA service, as defined in Section K, when the customer contacts PG&E to establish or relocate PG&E service. (L)

(Continued)



ELECTRIC RULE NO. 23
COMMUNITY CHOICE AGGREGATION SERVICE

Sheet 15

- E. CCA SPECIALIZED SERVICE REQUESTS, INCLUDING PHASE-IN (L)
1. A CCA electing not to utilize the basic processes described above may request specialized services from PG&E at a cost to the CCA as set forth below. Specialized Services include any request for services that do not conform to PG&E's basic CCA services and processes in Section D. Specialized Services may include, but are not limited to CCA Phase-In, special reporting or other unique services.
 - a. A CCA interested in submitting a request for Specialized Services shall be responsible for funding an analysis of the impacts to PG&E normal operations and a study to determine the estimate of costs for which the CCA shall be responsible to pay.
 - b. A CCA requesting Specialized Services shall be responsible for executing a Specialized Services Agreement between the CCA and PG&E.
 - c. PG&E shall consider requests for Specialized Services on a case by case basis, provided that implementation can be accomplished without compromising the utility's customer service obligations, reliability or operational flexibility of the utility's systems.
 - d. The estimate of the costs for which the CCA shall be responsible, shall be provided to the CCA and shall be based upon time and materials costs and fees set forth in the appropriate PG&E rate schedule. The estimate of costs shall include any cost savings that may occur as a result of the specialized service.
 - e. The CCA shall be responsible for all actual costs associated with Specialized Services, including but not limited to the development of the estimate of costs, the implementation of the Specialized Service and all applicable ongoing maintenance costs.
 - f. The costs associated with the initial implementation of any Specialized Services shall be paid in advance by the CCA before work is commenced. (L)

(Continued)



ELECTRIC RULE NO. 23
COMMUNITY CHOICE AGGREGATION SERVICE

Sheet 16

E. CCA SPECIALIZED SERVICE REQUESTS, INCLUDING PHASE-IN (Cont'd.) (L)

1. (Cont'd.)

- g. The CCA and PG&E shall agree to a mutually acceptable implementation schedule. The implementation schedule shall take into consideration and provide priority to required utility system work, which may include work related to mandated regulatory changes, customer service obligations, computer system integrity testing and maintenance.
- h. Pursuant to D.04-12-046 and D.05-12-041, a CCA may choose to phase-in CCA Service to customers. To assist the CCA with their phase-in plans, PG&E has developed an optional standard phase-in service, more fully described in Schedule E-CCA, which requires minimal system changes to minimize the CCA's phase-in costs. A CCA, however, has the option to propose its own phase-in plan as a Specialized Service Request. Regardless whether a CCA chooses the standard phase-in service or proposes its own phase-in criteria, PG&E will work cooperatively with CCAs to phase-in groups of customers in a manner that minimizes utility and CCA costs. CCA phase-in service shall be subject to the provisions set forth in Schedule E-CCA and this section.

F. CCA IMPLEMENTATION PLAN AND CCA SERVICE ESTABLISHMENT

1. Implementation Plan and CCA Registration With the Commission

- a. Pursuant to D.05-12-041 and Resolution E-4907, at the request of either the CCA or PG&E, the parties must "meet and confer" as soon as reasonably practical to address areas of concern or dispute with the CCA's implementation plans or the CCA's ability to comply with PG&E's tariffs. Such a request shall be presented in writing with a recitation of disputed items or areas of concern.

If the first attempts at resolution are not successful, the CCA and PG&E (the parties) shall meet in person. Should the parties be unable to reach consensus after the in-person meeting(s), either party may request that Energy Division assist by sponsoring a moderated in-person discussion between the parties. Such a request should come in the form of a request to the Director of Energy Division explaining the general nature of any unresolved issues regarding CCA compliance with utility tariffs. During the "meet and confer" parties shall discuss the contents of the CCA's Implementation Plan and any relevant issues with compliance with utility tariffs. The "meet and confer" process shall implicate no approvals, either formal or informal, from the Commission.

(Continued)



ELECTRIC RULE NO. 23
COMMUNITY CHOICE AGGREGATION SERVICE

Sheet 17

F. CCA IMPLEMENTATION PLAN AND CCA SERVICE ESTABLISHMENT (Cont'd.) (L)

1. Implementation Plan and CCA Registration With the Commission (Cont'd.)

b. Pursuant to D.05-12-041 and Resolution E-4907, for CCAs who have not submitted implementation plans to the Energy Division by December 8, 2017, the CCAs and PG&E shall follow the following timeline and procedures for submitting and certifying receipt of the Implementation Plan, notice to customers, notice to CCAs of the appropriate CRS, and registration of CCAs.

(1) On or before January 1 of Year 1¹ (DAY 1), the prospective or expanding CCA submits its Implementation Plan to Energy Division and serves it on the Rulemaking (R.) 03-10-003 Service List, on the R.16-02-007 Service List, and on the R.17-09-020 Service List, or successor proceedings.

(2) Within 10 days of DAY 1, the Commission shall notify the Utility servicing the customers that are proposed for aggregation that an implementation plan initiating their CCA program has been filed.

(3) Within 60 days of DAY 1, the CCA provides a draft customer notice to the Commission's Public Advisor.

Within 15 days of receipt of the draft notice, the Public Advisor shall finalize that notice and send it to the CCA.

(4) Within 90 days of DAY 1²,

(a) The Commission shall send a letter confirming that it has received the Implementation Plan and certify that the CCA has satisfied the requirements of an Implementation Plan pursuant to Section 366.2(c) (3). This letter shall inform the CCA about the cost recovery mechanism as required by P.U. Code Section 366.2(c)(7).

(b) The Commission shall provide the CCA with its findings regarding any cost recovery that must be paid by customers of the CCA in order to prevent cost shifting. (P.U. Code Section 366.2 (c) (7).)

¹ Except for 2018, where implementation plans may be submitted by March 1, 2018.

² For 2018, Energy Division will certify plans by April 13, 2018 if received by March 1, 2018 as long as the plans are reasonably complete and meet all requirements.

(Continued)



ELECTRIC RULE NO. 23
COMMUNITY CHOICE AGGREGATION SERVICE

Sheet 18

F. CCA IMPLEMENTATION PLAN AND CCA SERVICE ESTABLISHMENT (Cont'd.)

1. Implementation Plan and CCA Registration With the Commission (Cont'd.)

(4) Within 90 days of DAY 1³, (Cont'd.)

(c) At the request of either PG&E or the CCA, the CCA and PG&E shall Meet-and-Confer regarding the CCA's ability to conform its operations to the PG&E's tariff requirements. The request shall be presented in writing with a recitation of disputed items or areas of concern. This process shall implicate no approvals, either informal or formal, from the Commission.

(5) Within 90 days of DAY 1⁴, the CCA shall submit its registration packet to the Commission including:

(a) Signed service agreement with PG&E, and

(b) Pursuant to Resolution E-4907 and D.18-05-022, confirmation that the CCA has posted with PG&E the required financial security amount set forth in Section W of this Rule.

(6) Within 90 days to 120 days of DAY 14, if the registration packet is complete, the Commission shall confirm registration as a CCA to the CCA and PG&E: (T)
I
(T)

(7) The CCA shall comply with the Resource Adequacy deadlines set forth in Section F.4.g, below

(8) Prospective CCA Customers subject to Automatic Enrollment into CCA Service, as described in Section B.20, shall be notified by the CCA as set forth in Section H, below.

(9) January 1, Year 2, the CCA may begin service.

³ For 2018, the bond and signed service agreement must be submitted to the Energy Division by April 20, 2018.

⁴ For 2018, the Commission will confirm registration by April 27,2018.

(Continued)



ELECTRIC RULE NO. 23
COMMUNITY CHOICE AGGREGATION SERVICE

Sheet 19

- F. CCA IMPLEMENTATION PLAN AND CCA SERVICE ESTABLISHMENT (Cont'd.) (L)
- 1. CCA Implementation Plan and CCA Registration With the Commission (Cont'd.)
 - c. Pursuant to D.05-12-041, where the CCA fails to conform to PG&E tariffs, PG&E shall decline to initiate service to the CCA. If PG&E refuses to facilitate the CCA's initiation of service or declines to provide service to the CCA, PG&E must inform the CCA and Commission of its reasons in writing. The CCA may file a formal complaint with the Commission if the CCA believes it or its customers have been improperly refused service, whether before a CCA's service is initiated or in a case where PG&E interrupts CCA services.
 - 2. The CCA shall provide to the utility the Commission's certification of: (1) CCA registration, and (2) the amount of cost recovery that must be paid by its customers.
 - 3. The earliest possible date a CCA may implement CCA Service shall be the date the CCA has fulfilled all requirements in the applicable tariffs, including service establishment requirements set forth in this Rule, or the date the CCA and PG&E agree is reasonable, whichever is later, unless stated otherwise in a Commission order or in a letter from the Commission's Executive Director. In advance of providing service to the first CCA in PG&E's service territory, PG&E shall require six (6) months from the date the first CCA files its Implementation Plan with the Commission or a mutually agreed upon date between PG&E and the CCA.
 - 4. CCA Service Establishment

Prior to providing CCA Services within PG&E's service territory, the CCA must comply with the following requirements:

 - a. CCAs must submit an executed CCA Service Agreement in the form attached hereto.
 - b. The CCA remains fully responsible for its subcontractors, agents, and Scheduling Coordinators performing CCA related services on behalf of the CCA.

(Continued)



ELECTRIC RULE NO. 23
COMMUNITY CHOICE AGGREGATION SERVICE

Sheet 20

- F. CCA IMPLEMENTATION PLAN AND CCA SERVICE ESTABLISHMENT (Cont'd.) (L)
- 4. CCA Service Establishment (Cont'd.)
- c. The CCA must satisfy PG&E credit-worthiness requirements set forth in Section V, Credit Requirements.
- d. The CCA must satisfy applicable Electronic Data Exchange requirements, including:
 - (1) Completion of all necessary electronic interfaces for the CCA and PG&E to communicate for CCASRs, billing, collections, general communications and communication of meter reading and usage data from the utility.
 - (2) Have the capability to exchange data with PG&E via the Internet.
 - (3) Successful completion of all standard utility technical testing and must have the capability to communicate using Electronic Data Interchange (EDI), Internet, or an electronic format acceptable to the utility and enter into appropriate agreements related thereto. EDI testing may commence between CCA and PG&E at any time prior to CCA service commencing and both PG&E and CCA will make best efforts to complete EDI testing expeditiously.
- e. No outstanding charges related to Specialized Services defined in Section E.
- f. Confirmation that the CCA is registered with the Commission and that the CCA has filed an Implementation Plan with the Commission. (L)

(Continued)



ELECTRIC RULE NO. 23
COMMUNITY CHOICE AGGREGATION SERVICE

Sheet 21

- F. CCA IMPLEMENTATION PLAN AND CCA SERVICE ESTABLISHMENT (Cont'd.) (L)
- 4. CCA Service Establishment (Cont'd.)
- g. Pursuant to Resolution E-4907, unless the CCA has received a waiver from the Commission as described in Section F.4.g.(4), below, a CCA must comply with the Resource Adequacy requirement deadlines set forth in Appendix A and Appendix B of Resolution E-4907 and outlined below:
 - (1) April, Year 1, in accordance with P.U. Code Section 380, the CCA shall submit its year-ahead Resource Adequacy forecast.
 - (2) August Year 1, the CCA shall submit its updated year-ahead Resource Adequacy forecast.
 - (3) October Year 1 (75 days before service commences), the CCA shall submit its year ahead Monthly load forecast for the Resource Adequacy program, filed about 75days prior to the compliance month.
 - (4) Any new or expanding CCA may request a waiver from the above timelines in order to begin service prior to January 1, 2019. To request a waiver either:
 - (a) The CCA and PG&E shall jointly submit a Tier 1 Advice Letter no later than 75 days prior to the Resource Adequacy compliance month in which the CCA wishes to begin service. This Advice Letter shall provide notification that the utility and CCA mutually agree (via payment, allocation of Resource Adequacy or a combination thereof) that they have addressed Resource Adequacy requirements and cost responsibility concerns raised by the intra-year load migration for 2018. Notification of agreements must include what categories of RA for what periods are being satisfied; or, (L)

(Continued)



ELECTRIC RULE NO. 23
COMMUNITY CHOICE AGGREGATION SERVICE

Sheet 22

F. CCA IMPLEMENTATION PLAN AND CCA SERVICE ESTABLISHMENT (Cont'd.)

4. CCA Service Establishment (Cont'd.)

g. (Cont'd.)

(4) (Cont'd.)

(b) If no agreement is reached, the CCA shall file a Tier 1 Advice Letter no later than 75 days prior to the Resource Adequacy compliance month in which the CCA wishes to begin service. This Advice Letter shall provide notification that PG&E and the CCA are unable to reach agreement to address the RA requirements and cost responsibility concerns raised by the intra-year load migration for 2018, and shall state that the CCA agrees to be bound by a future Commission determination in the Resource Adequacy Proceeding (R.17-09-020) regarding cost responsibility for intra-year load migration, subject to appellate rights under the Commission's Rules. The CCA then shall file a motion in the Resource Adequacy Proceeding seeking such a determination within 60 days of the submittal of the Advice Letter. Submittal of this Advice Letter allows the CCA to begin service 75 days later and shifts the Resource Adequacy responsibility from the utility to the CCA.

h. The CCA must post and maintain the required financial security amount with PG&E in accordance with Section W of this Rule. (N)
(N)

5. Adding/Deleting a Municipality to an Existing CCA

This section is applicable to CCAs participating in a joint powers agency (JPA) pursuant to Chapter 5 (commencing with Section 6500) of Division 7 of Title 1 of the Government Code pursuant to Public Utilities Code Section 331.1.b. The CCA shall comply with each of the following:

- a. Before PG&E will process requests associated with a city or county joining or leaving an existing CCA, the CCA must execute a Specialized Services Agreement between the CCA and the Utility pursuant to the applicable provisions set forth in Section E of this Rule.
- b. Before PG&E will process requests associated with an existing CCA adding a city and/or county to its membership, the CCA must update or renew all requirements as specified in Sections F.1, F.2, F.3, and F.4 above.

(Continued)



ELECTRIC RULE NO. 23
COMMUNITY CHOICE AGGREGATION SERVICE

Sheet 23

G. CCA SERVICE CUSTOMER ELIGIBILITY

A CCA must offer to provide electric power to all residential customers located within its service area and pursuant to D.04-12-046, the CCA has the option to provide CCA Service to non-residential customers located within its service area. Pursuant to D.05-12-041, all customers, including active Direct Access customers, located within a CCA's service area that have been offered service by the CCA that do not affirmatively decline such service (opt-out), shall be served by the CCA. PG&E shall not be responsible or liable in any way for any costs, fees, or penalties associated with a customer's Automatic Enrollment in CCA Service.

1. Customers with a PG&E commodity contract term obligating them to remain on PG&E Bundled Service, including Bundled Portfolio Service (BPS), shall be included in the CCA's Automatic Enrollment process and are subject to a CCA Cost Responsibility Surcharge as set forth in Schedule CCA-CRS. Customer inquiries concerning the PG&E contract term requirements will be referred to PG&E. (D)
2. Customers taking service under Net Energy Metering (NEM) Rate Schedules, shall be included in the CCA's Automatic Enrollment process and are subject to the provisions set forth in PG&E's NEM Rate Schedules which may preclude NEM eligibility or may require special metering prior to the switch to CCA service, as defined in Section J.
3. Customers currently under Direct Access service shall be included in the CCA's Automatic Enrollment process and are subject to a CCA Cost Responsibility Surcharge as set forth in Schedule CCA-CRS. PG&E may require Direct Access customers with meters that do not conform to PG&E's metering standards and are incompatible with current PG&E metering reading systems to be replaced with a compatible meter prior to the switch to CCA service, as defined in Section M.

(Continued)



ELECTRIC RULE NO. 23
COMMUNITY CHOICE AGGREGATION SERVICE

H. CCA CUSTOMER NOTIFICATION PROCESSES

1. CCA Customer Notifications

A CCA must provide required CCA Customer Notifications to participating customers eligible to receive Automatic Enrollment into CCA Service during the Initial Notification Period and Follow-up Notification Period. The CCA shall be solely responsible for all obligations associated with CCA Customer Notifications and performing those obligations consistent with the requirements set forth in PU Code Section 366.2, the CCA’s Implementation Plan, Commission requirements and all applicable Commission orders. PG&E shall not be responsible for monitoring, reviewing or enforcing such obligations.

All notifications must include the necessary customer data and instructions that will allow customers to gain access to and complete the opt-out service described in Section I.

2. PG&E CCA Customer Notification Services

- a. A CCA may request PG&E to provide the required CCA Customer Notifications, on behalf of the CCA with adequate advance notice as set forth in PG&E Schedule E-CCA. Customized CCA Customer Notification mailing services may be provided to CCAs only upon agreement with PG&E.
- b. A CCA requesting to include its required customer notifications in PG&E’s billing envelope is subject to the provisions set forth in Schedule E-CCA. The information in CCA customer notifications included in PG&E’s billing envelope shall be limited to that required by PU Code Section 366.2(c)(13)(A).
- c. CCA is responsible to ensure mailing instructions provided to PG&E comply with the communication plan set forth in the CCA’s Implementation Plan, rules and applicable laws.
- d. The standard CCA Customer Notification mailing(s), when provided by PG&E, shall be staggered based on the customers’ billing cycles. (D)

(Continued)



ELECTRIC RULE NO. 23
COMMUNITY CHOICE AGGREGATION SERVICE

Sheet 25

- H. CCA CUSTOMER NOTIFICATION PROCESSES (Cont'd.) (L)
- 3. The following additional provisions apply to CCA Customer Notifications:
 - a. The CCA and utility must mutually agree on the date before the CCA's Customer Notification process can begin.
 - b. CCA Customer Notifications may be sent concurrently with the utility's billing cycles.
 - c. Neither CCAs nor PG&E shall use the other party's logo on CCA Customer Notifications or other materials absent express written consent to do so. Neither party shall express nor imply that the other party is affiliated with, is a sponsor of, or endorses their services or other programs.
 - d. If a CCA's Automatic Enrollment process is suspended by the CCA, the Commission or any other State agency, the CCA shall be responsible for all utility costs, including, but not limited to, customer communications associated with the suspension. (L)

(Continued)



ELECTRIC RULE NO. 23
COMMUNITY CHOICE AGGREGATION SERVICE

Sheet 26

I. CCA CUSTOMER OPT-OUT PROCESSES

(L)

Pursuant to P. U. Code 366.2(13)(A)(i), CCA-issued Customer Notifications required for automatic enrollments into the CCA program shall include the opportunity for customers to opt-out of CCA Service and continue to receive their existing service. Pursuant to P.U. Code Section 366.2(c)(13)(C), the opt-out may take the form of a self-addressed return postcard indicating the customer's election to remain with, or return to, electrical energy service provided by the electric corporation, or another straightforward means by which the customer may elect to derive electrical energy service through the electrical corporation providing service in the area. The CCA may elect to administer the opt-out process, which shall include the distribution of the requisite customer notifications and the receipt of customer opt-out requests through options of its choosing. Alternatively, pursuant to P. U. Code Section 366.2(c)(13)(B), a CCA may request that the Commission approve and order PG&E to provide the Customer Notifications required in Subparagraph (A). If the CCA makes this request and the Commission approves it, the CCA shall use PG&E's opt-out process as set forth in subsection 1 below:

1. The utility shall provide an opt-out process to be used upon request by a CCA. If such a request is made, the utility shall offer at least two (2) of the following options as a part of its opt-out process:
 - a. Reply letter or postcard (postage paid) enclosed in CCA Customer Notifications.
 - b. Automated phone service.
 - c. Internet service.
 - d. Customer Call Center contact.
2. Customers eligible for Automatic Enrollment in CCA Service must be notified twice during the Initial Notification period. If the utility is aware that a customer or group of customers has not received the required notifications, the utility shall immediately inform the CCA. If the CCA has not delivered the required notifications to a customer or group of customers, the CCA shall immediately inform the utility to remove the customer from Automatic Enrollment. This rule does not apply to customers establishing electric service within a CCA's service area where the location (premise) has already been CCA activated, which is covered by Section K below.
3. A customer opting out of CCA Service during the Initial Notification Period shall be removed from the Automatic Enrollment process.
4. Pursuant to D.05-12-041, every customer in the CCA's Automatic Enrollment that does not opt-out of CCA service shall be served by the CCA, including customers with commodity contracts, Direct Access customers and customers whose CCA Customer Notifications are returned unopened.

(L)

(Continued)



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COMMUNITY CHOICE AGGREGATION SERVICE

Sheet 27

I. CCA CUSTOMER OPT-OUT PROCESSES (Cont'd.) (L)

- 5. A customer opting out of CCA Service during the Follow-up Notification Period and after enrollment in CCA Service shall be returned to its previous service, without penalty, on the customer's next scheduled meter read date, consistent with CCASR processing timing as defined in Section M.
- 6. If a CCA has elected to use PG&E's opt-out process pursuant to subsection 1 and receives a customer request to opt-out, the CCA should inform PG&E of such opt-out requests in a fashion that is mutually agreeable to the utility and the CCA so that PG&E can update its records.
- 7. PG&E shall provide notice to the customer when the customer's opt-out request has been processed only if CCA and PG&E agree that PG&E shall provide such notice.
- 8. After the conclusion of the Initial Notification Period, in advance of the date of commencing Automatic Enrollment and prior to the customer's enrollment in CCA Service, either PG&E or the CCA, depending on whether the CCA has elected to use PG&E's opt-out processing services or administer its own opt-out process, may continue to accept customer opt-out requests and the utility and the CCA may make best efforts to process such requests before the customer's account switches to CCA Service. Opt-out requests that cannot be processed before the account switches shall be processed following the CCASR processing timing to return the customer's account to its previous service, as defined in this Rule. PG&E and the CCA shall share lists of customers who have elected to opt-out of CCA service with each other on a regular basis.
- 9. After the customer's account has switched to CCA Service, either PG&E or the CCA shall notify the other of customer Opt-out requests using the CCASR process as defined in Section M.
- 10. Customers making a positive election to CCA Service are not eligible for opt-out privileges and will return to Bundled Service under the provisions of Section L of this rule.
- 11. If a CCA elects to use a postcard or reply letter for the opt-out mechanism, the reply letter or postcard opt-out service must include a customer specific utility identifier preprinted on the reply letter/card if PG&E makes such an identifier available to the CCA.

J. CCA SERVICE MASS ENROLLMENT PROCESSES

PG&E shall provide a Mass Enrollment process whereby all eligible CCA customers that have not opted out of CCA Service shall be automatically enrolled in CCA Service on the customers' regular scheduled meter read dates over a one (1) billing month period, subject to phasing.

(Continued)



ELECTRIC RULE NO. 23
COMMUNITY CHOICE AGGREGATION SERVICE

Sheet 28

- J. CCA SERVICE MASS ENROLLMENT PROCESSES (Cont'd.) (L)
1. In advance of implementing the Mass Enrollment process, PG&E must be in receipt of the CCA's confirmation, indicating the CCA has fulfilled its Initial Notification requirements. PG&E has no responsibility for verifying that the CCA has complied with its notification requirements.
 2. Within fifteen (15) days after conclusion of the Initial Notification Period, PG&E shall provide to the CCA one (1) update of its customer enrollments, providing individual customer information and energy usage data for those customers scheduled for mass enrollment. The update shall exclude all customer information for processed opt-out requests. A CCA has the option to request additional customer information pursuant to Schedule E-CCAINFO.
 3. The mass enrollment shall commence at a time not less than thirty (30) days and not more than forty-five (45) days after the conclusion of the Initial Notification Period, unless another date is mutually agreed to by the CCA and PG&E, and shall be processed over a one billing month period by billing cycle unless the CCA and utility have agreed to specialized services for CCA enrollment or Phase-in services as defined in this Rule. A CCA has the option to request additional customer information pursuant to Schedule E-CCAINFO.
 4. For each account in the mass enrollment, the utility shall switch the customer's account on its scheduled meter reading date, providing confirmation to the CCA.
 5. Following the Mass Enrollment, the Utility shall provide the CCA with an update to its customer enrollments, providing individual customer information and energy usage data, and the switch dates for those customers that were actually enrolled in the CCA's CCA Service.
 6. Effective beginning on the date of the transfer, the CCA is solely responsible for providing the electric power needs of its customers.
 7. Customer opt-out requests processed after the account has switched to CCA Service shall be returned to its previous service by the initiation of a CCASR and under the CCASR process timing, as defined in Section M.
 8. The CCA shall update its records within three (3) working days from the date of receiving a customer's opt-out notification to remove the opted-out customer from CCA Service and eliminate future CCA Customer Notification concerning a customer's option to opt-out of the CCA Program, as defined in Section H of this Rule from the CCA.
 9. Except as otherwise provided for in this Rule, no special metering shall be necessary or permitted during the mass enrollment process. (L)

(Continued)



ELECTRIC RULE NO. 23
COMMUNITY CHOICE AGGREGATION SERVICE

K. CUSTOMER RELOCATION PROCESSES FOLLOWING MASS ENROLLMENT (L)

The following sections apply to customers establishing electric service, relocating existing service, and discontinuing electric service within a CCA's service area. Except as otherwise exempted by this Rule, Commission decision or by law, customers establishing electric service, within a CCA's service area where the location (premise) has been already CCA activated shall be served under CCA Service unless the customer submits a request to the CCA to opt-out and the CCA provides notification to PG&E of any such opt out request. If an existing customer moves the location of their electric service within the jurisdiction of the CCA, the customer shall retain the same electric commodity service provider as prior to the move, unless the customer affirmatively changes their electric commodity service provider.

1. The following section shall apply when CCA customers are contacting PG&E to relocate or discontinue their electric service account within a CCA's service area:

- a. In addition to its normal business requirements related to the customer's request, PG&E shall also process the changes for CCA Service and advise the customer it will place a CCA Service request to the CCA for the customer's account changes related to CCA Service. PG&E shall not use this customer contact opportunity to encourage the customer to return to bundled service.
- b. PG&E shall promptly notify the CCA of the customer's relocation or discontinuance of CCA Service by submitting the appropriate CCASRs as defined in this Rule.
- c. The CCA shall be responsible for processing customer request(s) within three (3) business days and is solely responsible for the customer's electric power generation supply needs consistent with the service date as indicated on the CCASR(s).

(L)

(Continued)



ELECTRIC RULE NO. 23
COMMUNITY CHOICE AGGREGATION SERVICE

Sheet 30

- K. CUSTOMER RELOCATION PROCESSES FOLLOWING MASS ENROLLMENT (L)
(Cont'd.)
2. The following section shall apply to customers establishing electric service within a CCA's service area. Customers establishing electric service within a CCA service area shall be automatically enrolled in CCA Service at the time their electric service becomes active unless the customer submits a request to the CCA to opt-out and the CCA provides notification to PG&E of any such opt out request. If an existing customer moves the location of their electric service within the jurisdiction of the CCA, the customer shall retain the same electric commodity service provider as prior to the move, unless the customer affirmatively changes their electric commodity service provider.
 - a. In addition to its normal utility business requirements related to the customer's request, PG&E shall process the customer enrollment for CCA Service.
 - b. PG&E shall advise the customer that its account is to be automatically enrolled in CCA Service being offered by the CCA, that PG&E will place a CCA Service request to the CCA and as applicable, the terms and conditions for the customer to return to bundled service. PG&E shall not use this customer contact opportunity to encourage the customer to return to bundled service.
 - c. PG&E shall promptly notify the CCA of the customer's enrollment by submitting the appropriate CCASRs as defined in this Rule.
 - d. The CCA shall be responsible for processing the customer request(s) within three (3) business days and is solely responsible for providing the customer's electric power generation supply needs consistent with the service date as indicated on the CCASR(s).
 - e. All CCA customer enrollments defined in this section shall be considered Automatic Enrollments and customers shall be permitted to opt-out in accordance with Section I. The CCA shall be solely responsible for all obligations consistent with the requirements set forth in P.U. Code Section 366.2. Customers shall be referred to the CCA for the information related to the CCA's customer notifications and other CCA terms and conditions of CCA Service. (L)
 3. PG&E will refer to the CCA any customer interested in opting out of CCA Service in accordance with Section I at the time of service establishment of service relocation.

(Continued)



ELECTRIC RULE NO. 23
COMMUNITY CHOICE AGGREGATION SERVICE

Sheet 31

L. CCA CUSTOMERS RETURNING TO PG&E BUNDLED SERVICE

1. Positive Elections

- a. Customers that have made a positive election* to participate in CCA Service requesting to return to bundled service must provide a six (6) month advance notice and are subject to the terms and conditions of a Bundled Portfolio Service (BPS) as set forth below. Alternatively, customers have the ability to return immediately (at or about the next scheduled meter read) to Utility service and receive Transitional Bundled Service (TBS) commodity pricing terms as set forth in PG&E Schedule TBCC and be subject to the provisions and applicable charges of the CCA Cost Responsibility Surcharge as set forth in Schedule CCA-CRS rate for 6 months after returning to utility service.

(D)

2. Customers Automatically Enrolled in CCA Service Returning to Bundled Service after the Follow-up Notification Period.

- a. Former Bundled Service Customers that have been Automatically Enrolled in CCA Service returning to bundled service after the Follow-up Notification Period must provide the CCA with a six (6) month advance notice and are subject to the terms and conditions of Bundled Portfolio Service (BPS) as set forth below. The CCA shall promptly provide PG&E with all such notices. Alternatively, customers have the ability to return immediately (at or about the next scheduled meter read) to Utility service and receive Transitional Bundled Service (TBS) commodity pricing terms as set forth in PG&E Schedule TBCC and be subject to the provisions and applicable charges of the CCA Cost Responsibility Surcharge as set forth in Schedule CCA-CRS for 6 months after returning to utility service.

(D)

(T)

(T)

- b. In an Involuntary Return, CCA customers will be returned to BPS and are subject to the terms and conditions of BPS as set forth below.

(N)

(N)

* Includes customers that have opted out of CCA Service and later elect to return to CCA Service.

(Continued)



ELECTRIC RULE NO. 23
COMMUNITY CHOICE AGGREGATION SERVICE

Sheet 32

L. CCA CUSTOMERS RETURNING TO PG&E BUNDLED SERVICE (Cont'd.) (L)

3. Bundled Portfolio Service

Bundled Portfolio Service is applicable to CCA customers who return to bundled service for a minimum of one year. This one-year minimum bundled service commitment shall be referred to herein as Bundled Portfolio Service (BPS). The following conditions shall apply:

- a. Customers receiving this service make a one-year commitment and shall not be allowed to return to CCA service until their one-year minimum period has been completed. The one-year minimum period shall begin on the date the customer is switched to BPS after the conclusion of the six-month advance notice period as set forth in this Section L.3.b. In the event a customer receives service under TBS during the six-month advance notice period, the time served under TBS shall apply toward the one-year BPS commitment. No premature departures from the one-year commitment shall be allowed.
- b. Customers must provide a six-month advance notice to their CCA, which must notify PG&E within 5 business days, prior to becoming eligible for BPS so PG&E can adjust its procurement activity to accommodate the additional load. Such notification will be made by the customer submitting to their CCA a 6 Month Advance Notice to Return to PG&E form unless an alternate means of notification has been mutually agreed to by PG&E and the CCA. PG&E shall provide those customers who have provided advance notice with written confirmation and necessary switching process information within 10 business days of receipt of the customer's notification from the CCA. Once received by PG&E, customers will have a three business-day rescission period after which advance notifications cannot be cancelled. PG&E shall process requests to BPS in the following manner:
 - (1) Account transfers to BPS shall be switched on the customer's next scheduled meter read date after the completion of the six-month advance notice period.
 - (2) PG&E shall initiate a CCASR, to transfer the account to BPS for all accounts returning in six months, and shall provide notification to the customer and CCA in accordance with Section M. For immediate returns or returns prior to the completion of the six-month advance notice period, the CCA shall initiate the CCASR. In no event will PG&E submit a CCASR for the 6 month return unless they have first received a request from the CCA.

(Continued)



ELECTRIC RULE NO. 23
COMMUNITY CHOICE AGGREGATION SERVICE

Sheet 33

- L. CCA CUSTOMERS RETURNING TO PG&E BUNDLED SERVICE (Cont'd.) (L)

 - 3. Bundled Portfolio Service (Cont'd.)
 - c. During the six-month advance notice period before customers become eligible for BPS, customers may either continue on CCA Service or return to Bundled Service and receive Transitional Bundled Service (TBS) commodity pricing terms as set forth in PG&E Schedule TBCC and be subject to the provisions and applicable charges of the CCA Cost Responsibility Surcharge as set forth in Schedule CCA-CRS. After receiving a 6 month return notice from the CCA, PG&E shall process any CCASR returning the customer to bundled service during the six-month advance notice period in accordance with Section M. If the customer chooses to return to PG&E immediately, PG&E shall provide bundled service to the customer at the TBS rate for a six-month period. PG&E shall initiate the necessary transfer of the account to BPS at the conclusion of the six-month advance notice period with notification to the customer.
 - d. Customers returning from CCA Service after the Follow-up Notification period has expired are subject to a re-entry fee as set forth in Schedule E-CCA.
 - 4. End of Bundled Portfolio Service

At the end of the customer's initial one-year BPS commitment, customers will have the option of switching back to CCA Service or remaining on BPS based on the then current applicable rules in effect. PG&E will provide the CCA and the customer with a courtesy reminder eight months before the expiration of the customer's one-year commitment. This timeframe will allow for the six-month notification period and will provide a 60-day transitional period for the customer to notify PG&E of its intent to return to CCA Service. If for any reason the customer is not sent, or does not receive, a courtesy reminder from PG&E, the customer is not relieved of its responsibility for providing PG&E the notice required in this Section 4.a below. (L)

(Continued)



ELECTRIC RULE NO. 23
COMMUNITY CHOICE AGGREGATION SERVICE

Sheet 34

- L. CCA CUSTOMERS RETURNING TO PG&E BUNDLED SERVICE (Cont'd.) (L)
- 4. End of Bundled Portfolio Service (Cont'd.)
- a. Customers electing to return to CCA Service at the conclusion of the one-year BPS commitment period shall notify the CCA and the CCA shall provide advance, written notice to PG&E. Enrollment with the CCA can then occur at least six months after the CCA provides written notice to PG&E, so long as service switches after the conclusion of the one-year commitment. The customer is responsible for providing its CCA with this information.
 - (1) The customer's CCA shall submit a CCASR to ensure the necessary switch to CCA Service under the CCASR rules, as set forth in Section M., occurs on the service account's next scheduled meter read date after the completion of the six-month advance notice period.
 - (2) If PG&E is not in receipt of a CCASR by the end of the customer's one-year commitment, the customer's request to return to CCA Service shall be cancelled and the customer shall be subject to the terms of Section L.4.b., below.
- b. Customers electing to remain on BPS are not required to take any action. (L)

(Continued)

Advice 5354-E
Decision 18-05-022

Issued by
Robert S. Kenney
Vice President, Regulatory Affairs

Date Filed August 15, 2018
Effective
Resolution



ELECTRIC RULE NO. 23
COMMUNITY CHOICE AGGREGATION SERVICE

Sheet 35

- M. CCA SERVICE REQUESTS (CCASR) AFTER MASS ENROLLMENT (L)
1. CCASRs, in the form specified by PG&E, must be submitted electronically by the CCA unless an alternate means of submittal has been mutually agreed to by PG&E and the CCA. The CCASR process described herein is used for various changes to a customer's choice of services and service providers, such as customer CCA elections, customer-initiated returns to PG&E Bundled Service, CCA-initiated customer returns to PG&E Bundled Service, and maintaining customer information. CCAs must execute the CCA Service Agreement and successfully complete all CCA Service establishment requirements set forth in this Rule before submitting CCASRs.
 2. PG&E shall begin accepting CCASRs from the CCA for service accounts on a mutually agreed upon date with PG&E, but no earlier than the start of the CCA's Mass Enrollment process.
 3. A separate CCASR must be submitted for each service account. Upon request by a CCA, PG&E shall provide timely updates on the status of the CCASR processing to the submitting CCA and customer.
 4. CCASRs must identify the utility account information, as determined by PG&E, of the customer participating in Community Choice Aggregation. A CCASR that does not contain this information shall be considered materially incomplete.
 5. CCASR forms shall be available through electronic means (e.g., PG&E's website).
 6. PG&E shall provide an acknowledgment of its receipt of the CCASR to the CCA within two (2) working days of its receipt. PG&E shall provide to the CCA, within three (3) working days, a CCASR status notification informing them as to whether the CCASR has been accepted, rejected or deemed pending for further information. If accepted, the switch date determined in accordance with paragraphs 11 or 12 of this section shall be sent to the CCA. If a CCASR is rejected, PG&E shall provide the reason for the rejection. If a CCASR is held pending further information, it shall be rejected if the CCASR is not completed within eleven (11) working days following the status notification. (L)

(Continued)



ELECTRIC RULE NO. 23
COMMUNITY CHOICE AGGREGATION SERVICE

Sheet 36

- M. CCA SERVICE REQUEST (CCASR) AFTER MASS ENROLLMENT (Cont'd.) (L)
7. In accordance with the provisions of Rule 3, PG&E has the right to deny the CCA's request for service for a particular customer if the information provided by the customer is false, incomplete, or inaccurate in any material respect.
 8. If a submitted CCASR complies with the CCASR requirements, the CCASR shall be accepted and scheduled for CCA implementation.
 9. CCASRs shall be handled on a first-come, first-served basis. Each request shall be time-stamped by PG&E.
 10. If more than one enrollment CCASR is received for a service account within a single CCASR processing period, only the first valid CCASR received shall be processed in that period. All subsequent CCASRs shall be rejected.
 11. Accepted CCASRs that do not require a meter change and that are received by PG&E a minimum of fifteen (15) days before the customer's next scheduled meter reading date shall be switched over on the next scheduled meter reading date for that service account.
 12. If an accepted CCASR requires a meter change (i.e., the existing meter is incompatible with the Utility's meter reading system), PG&E shall install a new meter and switch the account over to CCA on the date of installation. PG&E shall endeavor to complete the meter change request within fifteen (15) days after acceptance of the CCASR in the absence of a meter installation backlog or other circumstances beyond PG&E's control such as, but not limited to, delays in the installation of a communication line to the meter. PG&E may require Direct Access customers with meters that are incompatible with the utility systems to be replaced with a compatible meter prior to the acceptance of a CCASR. PG&E shall provide notice of any current meter service backlog or the next available installation date. Such metering services are subject to fees in accordance with Schedule E-ESP and E-EUS.
 13. In the event the Commission or the ISO governing board declares an emergency and institutes a moratorium of PG&E processing of CCA requests, PG&E shall comply with such moratoriums and inform CCAs or customers of the details of emergency plans.
 14. PG&E, CCA and customer, on mutual agreement, may agree to a different service change date for the service changes requested in a CCASR. (L)

(Continued)



ELECTRIC RULE NO. 23
COMMUNITY CHOICE AGGREGATION SERVICE

Sheet 37

- M. CCA SERVICE REQUEST (CCASR) AFTER MASS ENROLLMENT (Cont'd.) (L)
15. A CCASR is submitted pursuant to the terms and conditions of the CCA Service Agreement and this Rule and shall also be used to define the CCA Services that the CCA is providing the customer. |
 16. CCASRs submitted for customers returning to PG&E Bundled Service will follow the same process and timing as CCASRs to establish CCA Service. CCAs shall be responsible for the continued provision of the customer's electric power needs until the service change date. Customers returning to PG&E Bundled Service shall be subject to the terms and conditions as set forth in Section L. |
 17. PG&E shall assess a service fee for CCASRs for adding or removing customers from CCA Service. This service fee shall be billed to the CCA unless the customer is requesting to return to PG&E service after the Follow-up Notification Period whereupon the customer's re-entry service fee shall be billed to the customer. |
 18. PG&E shall not hold the CCA responsible for any unpaid customer billing charges that the customer incurred prior to the customer's switch to CCA. Unpaid billing charges shall not delay the processing of CCASRs and shall remain the customer's responsibility to pay PG&E. PG&E shall follow current Commission credit rules in the event of customer non-payment, which includes the disconnection of service. |
 19. CCA must submit CCASRs only for customer accounts within its service area and for customers that meet the eligibility requirements set forth in Section G. |
 20. Any CCASR not meeting the above requirements shall be rejected, the affected customer shall be notified, and the applicable CCASR fee shall be charged to the CCA. |
 21. If a customer cancels an agreement, a CCASR shall not be submitted for that customer. If a CCASR has already been submitted, the submitting party shall, within two (2) business days, direct the Utility to cancel the CCASR. |
 22. CCAs shall offer service to all residential customers and shall not return residential customers involuntarily to bundled service, except in the event of non-payment of CCA charges by the customer, as set forth in Section U.2. (L)

(Continued)



ELECTRIC RULE NO. 23
COMMUNITY CHOICE AGGREGATION SERVICE

Sheet 38

N. METERING SERVICES

(L)

1. Meter Services

Meter services are comprised of three primary functions, Meter Ownership, Meter Services (Installation, maintenance, and testing) and Meter Data Management Agent (MDMA) Services. PG&E shall perform all Metering Services for a CCA's customers.

PG&E, as the Meter Service provider, shall ensure all of its meters and associated metering services are in conformance with its metering standards and Commission approved rules governing such services.

a. Meter Conformity

Customers who had previously purchased or leased an interval meter acceptable to PG&E as a condition of receiving DA service, may own or lease interval meters used for billing purposes for CCA Service, but shall continue to be responsible for the obligations of a meter owner under Rule 22 Section G.

If the customer has a non-conforming meter, or elects to have the meter replaced, PG&E reserves the right to extend its normal installation period due to meter and installation personnel availability. Under these circumstances, PG&E shall apprise the customer and CCA of the specific reasons for the delay and the anticipated schedule for installation.

b. MDMA Services

PG&E shall perform all Meter Data Management Agent (MDMA) services required for CCA Service in accordance with its Commission approved tariffs. MDMA obligations include but are not limited to the following:

- (1) Meter data for CCA customers shall be read, validated, edited, and transferred to the MDMA server pursuant to the Utility's standards.
- (2) Both PG&E and CCA shall have access to the MDMA server.
- (3) PG&E shall provide the CCA's (or their designated agents) reasonable and timely access to meter data as required to allow the proper performance of billing, settlement, scheduling, forecasting and other functions.

(L)

(Continued)



ELECTRIC RULE NO. 23
COMMUNITY CHOICE AGGREGATION SERVICE

Sheet 39

N. METERING SERVICES (Cont'd.) (L)

c. Charges for Metering Services

PG&E may charge the customer or the CCA for the provision of metering services only to the extent such charges are authorized by the Commission. If the installation of metering services is at the customer's expense, the customer's authorization is required.

O. BOUNDARY METERING SPECIAL REQUESTS

In accordance with PU Code Section 366.2, at the request and expense of any CCA, PG&E shall install, maintain and calibrate metering devices at mutually agreeable locations within or adjacent to the CCA's service area. PG&E shall read the metering devices and provide the data collected to the CCA at the CCA's expense. All costs incurred by PG&E as a result of providing this specialized service, hereinafter referred to as Boundary Metering shall be the sole responsibility of the requesting CCA.

1. PG&E shall consider and evaluate requests for Boundary Metering on a case-by-case basis, provided that implementation can be accomplished without compromising the safety, reliability or operational flexibility of PG&E's electrical facilities. Any CCA interested in submitting a request for Boundary Metering shall be responsible for funding an analysis of the electric system impacts and a study to determine the estimated costs associated with Boundary Metering. The CCA shall be provided with an estimate of costs for which it shall be responsible to pay.
2. A CCA requesting Boundary Metering installation shall be responsible for executing a Specialized Service agreement or contract established pursuant to Rule 2 establishing the terms and conditions for installation and maintenance of the special facilities.
3. The CCA shall be responsible for all actual costs associated with Boundary Metering services, including but not limited to the development of the estimate of costs, the implementation of Boundary Metering and all ongoing operating and maintenance costs.

(Continued)



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COMMUNITY CHOICE AGGREGATION SERVICE

Sheet 40

O. BOUNDARY METERING SPECIAL REQUESTS (Cont'd.) (L)

- 4. All costs associated with the deployment of Boundary Metering for a CCA shall be paid in advance by the CCA before work commences.
- 5. CCAs terminating Boundary Metering services with the utility shall be responsible for all costs related to the restoration of the PG&E's facilities, which may include, but are not limited to, removal of meters.
- 6. As applicable, Boundary Metering costs shall be included as a part of the Utility's credit requirements set forth in Section V.
- 7. The CCA and PG&E shall agree to a mutually acceptable Boundary Metering installation schedule. The installation schedule shall take into consideration and provide priority to required PG&E metering work which may include work related to mandated regulatory changes, customer installations and testing, emergency service orders and routine testing and maintenance.

P. BILLING SERVICE OBLIGATIONS

PG&E shall perform the billing services for the CCA. PG&E shall use the PG&E Consolidated Billing process described below.

1. Introduction

This section establishes PG&E and CCA obligations for billing information and legal and safety notices.

a. Description

PG&E shall provide two options for Consolidated PG&E Billing:

- (1) Rate Ready – The customer's CCA shall send its rates to PG&E. PG&E shall in turn send a consolidated bill, containing both PG&E and CCA charges to the customer.
- (2) Bill Ready – The customer's CCA shall send its bill to PG&E. PG&E shall in turn send a consolidated bill, containing both PG&E and CCA charges, to the customer.

(Continued)



ELECTRIC RULE NO. 23
COMMUNITY CHOICE AGGREGATION SERVICE

Sheet 41

P. BILLING SERVICE OBLIGATIONS (Cont'd.) (L)

1. Introduction (Cont'd.)

b. Rate Ready PG&E Consolidated Billing

(1) PG&E Obligations

- (a) PG&E shall calculate the CCA's charges based on the Customer's usage and the rates submitted to PG&E by the CCA. PG&E shall calculate the CCA's charges under this billing option using the CCA's rate schedules and the same meter data used to calculate the utility's charges. PG&E shall calculate the utility users tax for both PG&E and CCA charges.
- (b) If billing quality meter data is not available, PG&E may (i) send out an estimated bill for its services and the CCA's services in accordance with PG&E's applicable rules or (ii) hold its bill.
- (c) PG&E charges shall be based on PG&E's electric service, PG&E's natural gas service, the customer's electric and natural gas usage and the applicable PG&E rate schedules. The CCA's electric charges shall be based on the rates and charges by CCA and on the customer's electric usage. Unless otherwise agreed, the terms and conditions stated in this Rule shall apply to the consolidated gas and electric billing service.

(2) CCA Obligations

- (a) CCA must identify for each Service Account the CCA rate option for its electric supply services which has the same structure as the service account's applicable PG&E electric rate structure (excluding event based rate elements). The CCA rate must be applied to the same tier and Time-of-Use (TOU) periods as applied by PG&E for the Customer. For example:
 - For a Customer on a PG&E non-TOU rate, the CCA must apply its rate for a Customer's service account with a 1-tier price per kWh, i.e. a flat rate structure.
 - For a Customer on a PG&E TOU rate, the CCA must apply its rate(s) for a Customer's service account with a TOU rate option that uses the same TOU periods as specified in PG&E's applicable TOU schedule for the Customer.

(Continued)



ELECTRIC RULE NO. 23
COMMUNITY CHOICE AGGREGATION SERVICE

Sheet 42

- P. BILLING SERVICE OBLIGATIONS (Cont'd.) (L)
- 1. Introduction (Cont'd.)
- b. Rate Ready PG&E Consolidated Billing (Cont'd.)
 - (2) CCA Obligations (Cont'd.)
 - (b) Each submission of rate schedules by CCA shall clearly identify the Service accounts for which those schedules apply. CCA shall pay the charges set forth in the utility's electric rate schedules for each change of rate schedules by the CCA.
 - (c) Only authorized utility personnel needed to perform, supervise or audit CCA billing under this option shall have access to the CCA's rate schedules. PG&E shall treat the CCA's rate schedules as confidential information in accordance with the CCA Service Agreement, and shall not disclose those rate schedules to other than authorized utility personnel without the CCA's written consent or issuance of a valid legal order compelling the disclosure.
 - (d) PG&E does not assume responsibility for any information supplied by CCA.
 - (3) Timing Requirements
 - (a) The CCA's rate schedules and prices must be submitted to PG&E at least thirty (30) business days prior to the effective day of the rate.
 - (b) The CCA may update its rate schedules no more than once per calendar month subject to the lead time described above.
- c. Bill Ready PG&E Consolidated Billing
 - (1) PG&E Obligations
 - (a) PG&E shall calculate PG&E's charges and send the bill either by mail or electronic means to the customer. PG&E shall include CCA charges on the bill. PG&E is not responsible for computing or determining the accuracy of the CCA charges on the bill. (L)

(Continued)



ELECTRIC RULE NO. 23
COMMUNITY CHOICE AGGREGATION SERVICE

Sheet 43

- P. BILLING SERVICE OBLIGATIONS (Cont'd.) (L)
- 1. Introduction (Cont'd.)
- c. Bill Ready PG&E Consolidated Billing (Cont'd.)
 - (1) PG&E Obligations (Cont'd.)
 - (b) PG&E's bill shall include a summary of CCA charges and may provide any billing-related details of CCA charges, including the CCA's telephone number. The CCA bill may be printed with the PG&E bill, or electronically transmitted exactly as provided by the CCA.
 - (c) PG&E shall process customer payments and transfer amounts paid toward CCA charges to the CCA when the payments are received as specified in Section Q.
 - (2) CCA Obligations
 - (a) The CCA shall offer PG&E consolidated billing services to the CCA customers it serves.
 - (b) The CCA shall submit the necessary billing information to facilitate billing services according to PG&E's billing schedule and by Service Account.
 - (c) The CCA shall provide PG&E with a summary of CCA charges by electronic transmittal or other means acceptable to PG&E. The CCA may provide billing-related details of CCA charges on a separate page which shall be included in the consolidated bill and transmitted with the summary charge. CCA charges which are not transmitted as required shall not be included in the consolidated bill.
 - (3) Timing Requirements
 - (a) Bills under this option shall be rendered once a month. Nothing contained in this Section shall limit PG&E's ability to render bills more frequently consistent with PG&E's existing practices. However, CCA charges shall only need to be calculated based on monthly billing periods. (L)

(Continued)



ELECTRIC RULE NO. 23
COMMUNITY CHOICE AGGREGATION SERVICE

Sheet 44

- P. BILLING SERVICE OBLIGATIONS (Cont'd.) (L)
- 1. Introduction (Cont'd.)
 - c. Bill Ready PG&E Consolidated Billing (Cont'd.)
 - (3) Timing Requirements (Cont'd.)
 - (b) Except as provided in Paragraph 3.a above, PG&E shall require that CCA and PG&E charges be based on the same billing period data to avoid any confusion concerning these charges.
 - (c) CCA charges must be received by PG&E the day following PG&E's actual meter read date. If billing charges have not been received from the CCA by this date, PG&E may render the bill for PG&E charges only, without CCA charges.
- 2. Billing Information and Inserts
 - a. Identify PG&E and CCA Charges

The consolidated PG&E bill, at a minimum, shall identify utility charges as specified by the Commission or its codes and when CCA charges are received shall identify, at a minimum, two sets of charges: one for PG&E services and another for CCA energy services.
 - b. Required Legal and Safety Notices

All customers, including CCA and PG&E Bundled Service customers, shall receive mandated legal and safety notices, and PG&E shall be responsible for the creation of these notices. The utility may also enclose utility-related bill inserts in consolidated PG&E billing as permitted by Commission regulations.
 - c. CCA Obligations under Consolidated Utility Billing

The CCA may include any information directly related to the calculation or understanding of CCA charges directly in the bill but may not include any text on the separate detail page which is not specifically related to the charges or their explanation. (L)

(Continued)



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COMMUNITY CHOICE AGGREGATION SERVICE

Sheet 45

- P. BILLING SERVICE OBLIGATIONS (Cont'd.) (L)
- 3. Billing Adjustments for Meter Error and Billing Error
 - a. Adjustment of Bills for Meter Error

PG&E shall perform the adjustment of bills for meter error in accordance with Rule 17.
 - b. Adjustment of Bills for Billing Error

PG&E shall perform the adjustment of bills for billing error in accordance with Rule 17.1.
- 4. Unauthorized Usage of Energy
 - a. PG&E will conduct the investigation of the unauthorized use of energy in accordance with Rule 17.2.
 - b. If PG&E determines there has been unauthorized use, PG&E shall have the legal right to recover, from any customer, CCA, or other person that caused or benefited from such unauthorized use, the total estimated amount of the undercharge, including the CCA electric power component, for the full period of such unauthorized use, and any other actions authorized pursuant to its Commission-approved tariffs or by law. (L)

(Continued)



ELECTRIC RULE NO. 23
COMMUNITY CHOICE AGGREGATION SERVICE

Sheet 46

- Q. PAYMENT AND COLLECTION TERMS (L)
1. PG&E shall pay the CCA the amounts paid to the utility for CCA charges only after the payment is received from the customer. Payments shall be transferred to the CCA electronically specifying the amount paid by each specific customer account or group of customer accounts if the customer is Summary Billed.
 2. Upon receipt of the PG&E's payment, the CCA is responsible for accurately posting the payment to the customer's account. The CCA shall also be responsible for any follow-up inquiries either with the utility or customer if there are questions concerning the posting of that payment amount.
 3. PG&E shall remit payments to the CCA only for the amounts paid by the CCA customer for payment of CCA charges. Payments are due on or before the later of:
 - a. Seventeen (17) calendar days after the bill was rendered to the customer, or
 - b. The next business day after the payment is received from the customer.
 4. PG&E shall process payments, post utility charges paid to customer accounts, and transfer funds owed the CCA to the CCA. PG&E shall debit to the CCA any amounts resulting from returned payments and assess returned payment charges (i.e., a charge for each returned payment) to the appropriate customers.
 5. The CCA has no payment obligations for customer payments under consolidated utility billing services. The CCA is required to settle any disputes of CCA charges with the customer.
 6. The customer is obligated to pay PG&E for all utility and CCA charges consistent with existing tariffs.
 7. The customer must notify PG&E of any disputed utility charges; otherwise, any outstanding balance shall be handled as an amount past due. Customer disputes of CCA charges must be directed to the CCA, and customer disputes of PG&E charges must be directed to PG&E. (L)

(Continued)



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COMMUNITY CHOICE AGGREGATION SERVICE

Sheet 47

- Q. PAYMENT AND COLLECTION TERMS (Cont'd.) (L)
8. If the customer disputes any PG&E charges, it shall nevertheless pay the amount billed; provided, however, that the customer may, at its election, pay that portion of the charges that the customer disputes to the Commission in accordance with Rule 10. If the customer disputes any CCA charges, the provisions of its agreement with the CCA shall apply. PG&E shall forward to the CCA amounts paid to cover CCA charges. However, no CCA may discontinue CCA Service to a residential customer for a disputed amount if that customer has filed a complaint with the Commission, and that customer has paid the disputed amount into an escrow account.
 9. For CCA sundry charges, PG&E shall accept cash, check or electronic payments. The CCA must remit payment for any charges, approved by the Commission, for services provided it by the utility. Sundry charges shall be considered past due 30 days after the date the bill to the CCA is rendered.
- R. Late or Partial Payments and Unpaid Bills
1. PG&E is responsible for collecting the unpaid balance of all charges from customers, sending notices informing customers of unpaid balances, and taking the appropriate actions to recover the unpaid amounts owed the CCA.
 2. Except as provided below in Section 3, if a customer makes only a partial payment for a service account, the payment shall be allocated proportionally between PG&E's charges and the CCA's charges. A customer may dispute these charges as provided in Section P, but shall not otherwise have the right to direct partial payments for a particular service account. (Utility Users Taxes shall be treated in accordance with current utility procedures and are not subject to this section.)
 3. In evaluating a delinquent residential Service Account for service termination and to the extent required by law or Commission regulations, partial payments shall be allocated first to delinquent disconnectable charges.
 4. Undisputed overdue balances owed PG&E shall be considered late and subject to PG&E late payment procedures.
 5. Commission-approved rules shall apply to late or non-payment of PG&E charges by the customer. (L)

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ELECTRIC RULE NO. 23
COMMUNITY CHOICE AGGREGATION SERVICE

Sheet 48

S. VOLUNTARY CCA SERVICE TERMINATION

Termination of a CCA's CCA Service occurs when an individual CCA or a CCA operating under a Joint Powers Agency (JPA) discontinues providing CCA Service to all customers in its service area. Upon termination of CCA Service, all active CCA customers in the CCA's service area shall be involuntarily returned to Bundled Portfolio Service (BPS) pursuant to Section L of this Rule. CCAs shall use best efforts to provide as much advance notice as possible to customers, the Commission and PG&E and coordinate with the Commission and Utility to ensure an efficient process and to protect all Utility customers from service problems and additional costs. In addition to the above, the CCA must comply with the requirements set forth below or be subject to Section T, Involuntary Service Changes, of this Rule.

(N)

1. The CCA shall provide at least a one (1) year advanced written notice to the Commission and PG&E of the CCA's intention to discontinue its CCA Service.
2. The CCA shall provide customers with a six-month notice and at a minimum provide a second notice during the final 60 days before the CCA's scheduled termination of service.
3. The Utility shall provide notification to and return all CCA's customers to PG&E's BPS during the month in which the CCA terminates its CCA Service on the customer's scheduled meter read date. The CCA shall be responsible for the continued provision of the customer's electric power needs until the date the customer returns to Bundled Service, and shall be responsible for covering all Re-Entry Fees for the Involuntary Return pursuant to Section W of this Rule.
4. Customers eligible to switch to Direct Access shall do so subject to Direct Access Rule 22.1. All other customers shall be returned to BPS subject to the terms in Section L, but are not subject to Transitional Bundled Service as defined in PG&E's Rate Schedule TBCC.
5. Customers requesting to return to bundled service before the termination of CCA Service shall be subject to all terms and conditions in Section L of this Rule. The CCA shall not terminate any of its customers' CCA Service before the termination of the CCA's CCA Service.

(N)

(N)

(T)

(T)

(Continued)



ELECTRIC RULE NO. 23
COMMUNITY CHOICE AGGREGATION SERVICE

Sheet 49

S. VOLUNTARY CCA SERVICE TERMINATION (Cont'd.)

- 6. The CCA remains responsible for compliance with all applicable Commission rules, ISO requirements and Load Serving Entities obligations.
- 7. A CCA shall be responsible for all costs resulting from the CCA's CCA Service termination. PG&E reserves the right to withhold CCA customer payment remittances from the CCA for undisputed overdue charges and any unpaid costs including Re-Entry Fees demanded of the CCA pursuant to Section W of this Rule. (N)
|
(N)
- 8. The CCA's Service Agreement with PG&E will be cancelled with its termination of its CCA Service. At any time not less than three (3) years after the CCA's termination of CCA Service, the CCA's eligibility to engage in CCA Service may be reinstated. The CCA's reestablishment of CCA Service will require the CCA to complete all CCA Service establishment requirements, including filing a new Implementation Plan with the Commission, being registered by the Commission, establishment of service with the PG&E pursuant to Section F, completion of credit requirements pursuant to Section V, all past due charges and arrearages having been paid, with interest, and the CCA has re-established compliance with all then-current Commission requirements.
- 9. A CCA providing CCA Service pursuant to a JPA that terminates its CCA Service must also fully comply with the CCA Service termination requirements. Should one or more constituent members of a JPA seek to continue operations as a CCA, that new entity shall comply with all requirements for CCA Service establishment set forth in Section F of this Rule. If the JPA continues operations but a constituent member discontinues its participation in the JPA and seeks to offer CCA Service as an individual CCA entity or through another entity, that new entity shall comply with all requirements for CCA Service establishment set forth in Section F of this Rule. Otherwise, the constituent JPA member's discontinuance of its participation in the JPA shall result in a voluntary CCA service termination under this Section S for the CCA customers in that constituent JPA member's jurisdiction and the Involuntary Return of those customers to Bundled Service. (N)

(L)
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(L)

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ELECTRIC RULE NO. 23
COMMUNITY CHOICE AGGREGATION SERVICE

- T. INVOLUNTARY SERVICE CHANGES (L)
1. Service Changes |

Pursuant to D.05-12-041, absent the express approval of the CCA, an order of a court, the Commission or the FERC, PG&E shall adhere to the requirements set forth below in the event it seeks to terminate service to a CCA. |
 2. PG&E shall send notices of involuntary service changes or termination to the CCA, to each affected CCA customer, and to the Commission. The CCA shall be responsible for all utility costs associated with an Involuntary Service Change occurrence. Such costs may include, but not limited to, system, administrative, customer communications and legal costs. PG&E has the right to withhold and offset CCA customer payment remittance to the CCA until all such charges are paid by the CCA, including any unpaid Re-Entry Fees demanded of the CCA pursuant to Section W of this Rule. (L)
(L)/(N)
(N)
 3. Where continued CCA service would constitute an emergency or may substantially compromise utility operations or service to bundled customers, PG&E should seek an emergency order from the Commission. In the event a CCA or a customer has failed to meet its obligations under this Rule or CCA Service Agreement such that PG&E seeks to invoke its remedies under this Section, and the failure constitutes an emergency (i.e. the failure poses a substantial threat to the reliability of the electric system or to public health and safety or the failure poses a substantial threat of irreparable economic or other harm to PG&E or the customer), or the failure relates to CCA's unauthorized energy use, then PG&E may initiate a change, or, in some cases, terminate a customer's CCA Service, or a CCA's ability to provide services under CCA. In such case, PG&E shall seek an emergency order from the Commission. Pursuant to D.05-12-041, the assigned Administrative Law Judge (ALJ), in consultation with the assigned Commissioner, is authorized to issue a ruling providing interim authority for the utility to terminate a CCA's service. (L)

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Advice 5354-E
Decision 18-05-022

Issued by
Robert S. Kenney
Vice President, Regulatory Affairs

Submitted August 15, 2018
Effective _____
Resolution _____



ELECTRIC RULE NO. 23
COMMUNITY CHOICE AGGREGATION SERVICE

Sheet 51

T. INVOLUNTARY SERVICE CHANGES (Cont'd.)

3. Change of Service Election In Exigent Circumstances (Cont'd.)

Upon receipt of such a ruling, PG&E shall initiate the change or termination by preparing a CCASR, but the change or termination may be made immediately notwithstanding the applicable CCASR processing times set forth in this Rule. PG&E shall provide such notice to the CCA and/or the affected customer as is reasonable under the circumstances of this section, if any is reasonable. The CCA or the affected customer shall have the right to seek an order from the Commission restoring the customer's service election and/or the CCA's ability to provide services. If a customer's CCA Service is terminated, because the customer failed to meet its obligations under this Rule, the customer will be subject to the provisions of Section L and the terms and conditions of Bundled Portfolio Service. Unless expressly ordered by the Commission, these provisions do not disconnect electric service provided to the customer. If the CCA's ability to provide CCA Service is terminated under this Section T, such termination will result in an Involuntary Return of the CCA's customers to Bundled Service, irrespective of whether the CCA is a JPA, a constituent member of a JPA, or an individual CCA.

(N)
(N)
(N)
|
|
|
(N)

4. Change of Service Election Absent Exigent Circumstances

In the event PG&E finds that a CCA has failed to meet its obligations under this Rule or CCA Service Agreement such that PG&E seeks to invoke its remedies under this Section, but the failure does not constitute an emergency (as defined in Section T.3), PG&E shall notify the CCA and the affected customer of such finding in writing stating specifically:

- a. The nature of the alleged non-performance;
- b. The actions necessary to cure it;
- c. The consequences of failure to cure it and the remedy PG&E proposes to invoke in the event of a failure to cure; and

(Continued)



ELECTRIC RULE NO. 23
COMMUNITY CHOICE AGGREGATION SERVICE

Sheet 52

T. INVOLUNTARY SERVICE CHANGES (Cont'd.) (L)

4. Change of Service Election Absent Exigent Circumstances (Cont'd.)

- d. The name, address and telephone number of a contact person at PG&E authorized to discuss resolution of the problem.

The CCA shall have thirty (30) days from receipt of such notice to cure the alleged non-performance or reach an agreement regarding it with PG&E. If the problem is not cured or an agreement is not reached following this 30 day period, PG&E may seek authority from the Commission to terminate CCA Service. PG&E's request to the Commission shall specify the reasons for the requested termination, the impacts of the termination, and the expected impacts if the CCA's service is not terminated. Upon Commission approval, PG&E may initiate the CCASR process set forth in this Rule to accomplish the remedy set forth in the notice. If a customer's CCA Service is terminated, the customer will be subject to the provisions of Section L and the terms and conditions of Bundled Portfolio Service, unless the customer is eligible for Direct Access and has previously selected another ESP in accordance with Rule 22. PG&E shall suspend the exercise of such remedy if, before the end of the cure period, the CCA has filed an application with the Commission requesting an order from the Commission that the CCA is entitled to continue the CCA Service Agreement and PG&E is not entitled to exercise the remedy it has identified in its notice. The status of the CCA shall not change pending the Commission's review of PG&E's request provided that an emergency, as described in Section T.3 does not arise. Unless expressly ordered by the Commission, these provisions do not disconnect electric service provided to the customer. PG&E's action to defer the exercise of its remedies in accordance with this section does not constitute a waiver of any rights.

- 5. Following consultation with the CCA, PG&E is authorized to serve CCA customers temporarily where the ISO or the CCA has notified PG&E that customers would otherwise not be served. In such cases, the CCA's Service Agreement is not terminated; however PG&E shall immediately initiate the process to return affected CCA customers to Bundled Service without prior Commission approval. PG&E shall initiate the service change by preparing a CCASR, but the service or termination may be made immediately notwithstanding the applicable CCASR processing times set forth in this Rule. Affected customers will be provided service temporarily under Schedule TBCC. With the exception of Direct Access eligible customers, CCA customers receiving temporary service in this situation may not seek service from other Electric Service Providers or CCAs. PG&E may seek authority from the Commission to terminate CCA Service pursuant to Section T.4 of this Rule at anytime after being notified that the CCA's customers are not being served.

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ELECTRIC RULE NO. 23
COMMUNITY CHOICE AGGREGATION SERVICE

Sheet 53

T. INVOLUNTARY SERVICE CHANGES (Cont'd.)

6. Burden of Proof Before Commission

In any case before the Commission the party bearing the burden of going forward and the party bearing the burden of proof shall be established in the manner normally established at the Commission.

7. Involuntary Return (T)

a. An Involuntary Return is defined in Section B.29 herein. (N)

b. Action in the Event of an Involuntary Return (N)

Upon the Involuntary Return of a CCA Service customer, the customer shall be returned to Utility Bundled Portfolio Service subject to the terms of Section L of this Rule, but are not subject to Transitional Bundled Service as defined in PG&E's rate Schedule TBCC. (T)
(D)
(T)
(T)

8. Action in the Event of Termination (T)

At any time not less than three (3) years and six (6) months after termination of a CCA's CCA Service rights pursuant to this Section T, the CCA's eligibility to engage in CCA Service shall be reinstated upon a reasonable showing by the CCA that the cause(s) of the CCA's termination have been cured, all past due charges and arrearages have been paid, with interest, including any unpaid Re-Entry Fees demanded of the CCA pursuant to Section W of this Rule, and the CCA has re-established compliance with all then-current Commission requirements, including credit requirements under Section V. (N)
(N)

U. SERVICE DISCONNECTIONS AND RECONNECTIONS

1. PG&E shall notify the customer of PG&E's right to disconnect electric service for the non-payment of PG&E charges pursuant to electric Rule 8. The customer, and not the utility, is responsible for contacting the CCA in the event it receives notice of late payment or service termination from the utility. If a customer has been disconnected, and is not reconnected within two days, PG&E shall promptly notify the CCA. A service charge shall be imposed on the customer if a field call is performed to disconnect electric service.

2. PG&E shall not disconnect electric service to the customer for the non-payment of CCA charges. In the event of non-payment of CCA charges by the customer, the CCA may submit a CCASR requesting transfer of the service account to PG&E Bundled Service according to Section M.

(L)

(Continued)



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U. SERVICE DISCONNECTIONS AND RECONNECTIONS (Cont'd.)

- 3. PG&E shall reconnect electric service for a Commission-authorized service fee when the criteria for reconnection pursuant to the provisions set forth Rule 11, Discontinuance of Service, have been met.

V. CREDIT REQUIREMENTS

- 1. PG&E may require the CCA to establish its creditworthiness through evaluations, deposits, or other security in the manner described in Section V.2, to cover Commission-approved charges incurred as a result of CCA participation. That is, the creditworthiness only applies to PG&E charges that are billed directly to the CCA.
- 2. Creditworthiness
 - a. Credit Evaluation

A CCA with a demonstrable current credit rating of Baa2 or higher from Moody's or BBB or higher from Standard and Poor's, Fitch or Duff & Phelps, is deemed to be creditworthy unless PG&E determines that a material change in the CCA's creditworthiness has occurred. PG&E requires CCAs to complete a credit application including financial information reasonably necessary to establish credit. The creditworthiness evaluation may be conducted by an outside credit analysis agency, determined by PG&E, with final credit approval granted by PG&E. This evaluation shall be completed within ten (10) business days. Credit reports shall remain strictly confidential between the credit analysis agency and PG&E. A credit application processing fee, as approved by the Commission, may be charged to offset the cost of determining the CCA's creditworthiness.

b. Security Deposits

The CCA or its authorized agent may submit and maintain a cost-based security deposit in lieu of submitting to or being qualified under a creditworthiness evaluation. The amount of the security deposit required to establish credit will be based on the utility providing services to the CCA for customers in the CCA's service area and costs associated with specialized services and boundary metering requested by the CCA. The value of the security deposit shall be determined by the utility. Security deposits may be in the form of,

- (1) A cash deposit provided directly to PG&E with interest paid as described in Section V.2.c. Or,
 - (T)
 - (T)
 - (L)

(Continued)



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V. CREDIT REQUIREMENTS (Cont'd.)

2. Creditworthiness (Cont'd.)

b. Security Deposits (Cont'd.)

(2) An irrevocable standby letter of credit, in form, substance and amount satisfactory to PG&E and issued by an issuer acceptable to PG&E. The issuing bank must be a U.S. national bank or state bank, or by a U.S. branch of a foreign bank acceptable to PG&E. The issuing bank must have a senior unsecured debt rating or issuer rating of A-/stable outlook or higher by Standard and Poor's (S&P), and A3/stable outlook or higher by Moody's Investors Service, Inc. (Moody's) if the bank is rated by both, or A-/stable outlook or higher by S&P or A3/stable outlook or higher by Moody's if the bank is rated by either S&P or Moody's but not both. PG&E's standard form of letter of credit shall be used for this purpose. Or,

(3) A surety bond in form, substance and amount satisfactory to PG&E, by an insurer acceptable to PG&E, authorized to issue surety bonds in the State of California, and carrying an A.M. Best Financial Strength Rating of "A -" or better. It is further agreed and understood that if co-sureties are used, the bonds shall be issued on a "joint and several" basis. PG&E's standard form of surety bond shall be completed for this purpose.

All costs associated with the issuance and maintenance of the security deposits is the responsibility of the CCA. If the issuer of the security deposit fails to maintain the minimum requirements listed above then the CCA must replace the security deposit with one that meets the above listed requirements within ten (10) business days. Security deposits must be posted with PG&E prior to the CCA's participation in CCA and prior to the implementation of any Customer Notifications as identified in Section H. Security deposits posted with PG&E which are in excess of outstanding unpaid bills owed to PG&E will be returned to the CCA within approximately 60 days after the CCA has terminated its services in PG&E's service territory.

(Continued)



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- V. CREDIT REQUIREMENTS (Cont'd.) (L)
- 2. Creditworthiness (Cont'd.)
 - b. Security Deposits (Cont'd.)

While the CCA is participating in CCA, deposits cannot be used as payment for past due bills in order to avoid or delay imposition of any of the Commission tariffs and rules pertaining to CCA's non-payment of bills owed to PG&E.
 - c. Interest on Cash Deposit

PG&E shall pay interest on cash deposits, except as provided below, calculated on a daily basis, and compounded at the end of each calendar month, from the date fully paid to the date of refund by check or credit to the CCA's account. The interest rate applicable in each calendar month shall be set forth in Rule 7, except that when a refund is made within the first fifteen days of a calendar month the interest rate applicable in the previous month shall be applied for the elapsed portion of the month in which the refund is made. No interest shall be paid if the CCA's right to continue to provide CCA Service is temporarily or permanently discontinued for nonpayment of bills. No interest shall be paid for periods covered by bills paid after becoming past due.
 - d. Ongoing Maintenance of Credit

To assure continued validity of established unsecured credit, the CCA shall promptly notify PG&E of any material change in its credit rating or financial condition. CCA shall also furnish evidence of an acceptable credit rating or financial condition, as set forth above, to PG&E upon request.
- 3. Additional Documents

The CCA shall execute and deliver all documents and instruments (including, without limitation, security agreements and PG&E financing statements) reasonably required from time to time to implement the provisions set forth above and to perfect any security interest granted to PG&E. (L)

(Continued)



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Sheet 57

W. CCA FINANCIAL SECURITY REQUIREMENTS AND RE-ENTRY FEES REQUIREMENTS

(N)

As described in Section F.4.h, all new and existing CCAs are required to post and maintain a surety bond, an irrevocable standby letter of credit, cash held by a U.S. branch of a commercial bank acting as the escrow holder in an escrow account, or at CCA's election a cash deposit with PG&E (collectively, "financial security") sufficient to cover the Re-Entry Fees associated with the Involuntary Return of its CCA Service customers to PG&E's Bundled Service, as defined in Section B.29. The financial security must meet the following requirements:

- (1) A surety bond in form, substance and amount satisfactory to PG&E, by an insurer acceptable to PG&E, authorized to issue surety bonds in the State of California, and carrying an A.M. Best Financial Strength Rating of "A -" or better. It is further agreed and understood that if co-sureties are used, the bonds shall be issued on a "joint and several" basis. PG&E's standard form of surety bond shall be completed for this purpose. Or,
- (2) An irrevocable standby letter of credit in form, substance and amount satisfactory to PG&E and issued by an institution acceptable to PG&E. The issuing bank must be a U.S. national bank or state bank, or by a U.S. branch of a foreign bank acceptable to PG&E. The issuing bank must have a senior unsecured debt rating or issuer rating of A-/stable outlook or higher by Standard and Poor's (S&P), and A3/stable outlook or higher by Moody's Investors Service, Inc. (Moody's) if the bank is rated by both, or A-/stable outlook or higher by S&P or A3/stable outlook or higher by Moody's if the bank is rated by either S&P or Moody's but not both. PG&E's standard form of letter of credit shall be used for this purpose. Or,
- (3) Cash held by a U.S. branch of a commercial bank acting as the escrow holder in an escrow account. The bank should be acceptable to PG&E, and have a senior unsecured debt rating of A-/stable outlook or higher by S&P, and A3/stable outlook or higher by Moody's if the bank is rated by both, or A-/stable outlook or higher by S&P or A3/stable outlook or higher by Moody's if the bank is rated by either S&P or Moody's but not both. The escrow account agreement should be acceptable to PG&E. Or,
- (4) A cash deposit provided directly to PG&E with interest paid as described in Section V.2.c.

(N)

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Issued by
Robert S. Kenney
Vice President, Regulatory Affairs

Submitted
Effective
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August 15, 2018



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Sheet 58

W. CCA FINANCIAL SECURITY REQUIREMENTS AND RE-ENTRY FEES
REQUIREMENTS (Cont'd.)

(N)

All costs associated with the issuance and maintenance of the financial security instrument is the responsibility of the CCA. If (i) the issuer of the financial security instrument fails to maintain the minimum requirements listed above; (ii) the issuer of the financial security instrument fails to comply with or perform its obligations under the financial security instrument; (iii) the issuer of the financial security disaffirms, disclaims, repudiates or rejects, in whole or in part, or challenges the validity of the financial security instrument; (iv) such financial security instrument expires or terminates within the next thirty (30) business days; (v) such financial security instrument expires or terminates, or fails or ceases to be in full force and effect at any time in which the CCA is required to provide a financial security instrument in any such case without providing a replacement financial security instrument acceptable to PG&E; or (vi) the issuer of such financial security instrument becomes subject to a bankruptcy proceeding then the CCA must replace the financial security instrument with one that meets the above listed requirements within five (5) business days.

The required financial security amount shall be the higher of the amount determined in accordance with Section W.1 below or the minimum financial security amount of one hundred and forty-seven thousand dollars (\$147,000) and PG&E shall be the beneficiary of the financial security instrument. The terms and conditions for these financial security instruments must be acceptable to PG&E and meet the minimum requirements listed above. The calculated financial security amount will include the incremental administrative costs related to switching the involuntarily returned customer service accounts back to Bundled Service, and pursuant to the methodology adopted in D.18-05-022 and set forth in Section X of this Rule, the incremental procurement costs for involuntarily returned customer service accounts for a six-month period. The incremental administrative costs shall be calculated for each involuntarily returned customer service account using the Customer Re-Entry service fee set forth in rate Schedule E-CCA effective at the time the financial security amount is calculated.

(N)

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Issued by
Robert S. Kenney
Vice President, Regulatory Affairs

Submitted
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Sheet 59

- W. CCA FINANCIAL SECURITY REQUIREMENTS AND RE-ENTRY FEES (N)
- REQUIREMENTS (Cont'd.) |
1. The initial financial security for existing and new CCAs will be established as follows: |
- a. For existing CCAs, PG&E will perform the initial financial security calculation based upon the incremental administrative and procurement costs of switching a CCA's customers back to Bundled Service in accordance with Section X of this Rule and submit the proposed financial security amounts in a Tier 2 advice letter filing for CPUC approval. For purposes of calculating the number of customer service accounts for each CCA, any customers that have submitted Direct Access Service Requests (DASRs) to switch to DA service or BPS, respectively, and that do make the switch in accordance with those requests, shall be excluded in the calculation of the respective CCA's financial security amount. Any confidential data relating to a CCA or proprietary information of a third party utilized in the calculation shall be redacted in the public version of the advice filing. The confidential version of the advice letter will be filed under confidential seal with the Energy Division. Concurrent with submitting the advice letter to the CPUC's Energy Division, PG&E will serve by electronic means on each applicable CCA a copy of the advice letter, with the relevant supporting data, redacted of any third party proprietary information, and calculations of each respective CCA's financial security amount provided confidentially only to that specific CCA. Once the initial financial security calculation and amounts are approved by the CPUC's Energy Division, the CCA must post the financial security Requirement amount with PG&E within thirty (30) days. (N)

(Continued)



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Sheet 60

- W. CCA FINANCIAL SECURITY REQUIREMENTS AND RE-ENTRY FEES (N)
- REQUIREMENTS (Cont'd.) |
1. The initial financial security for existing and new CCAs will be established as follows: (Cont'd.) |
- b. For a new CCA, or a new phase of an existing CCA's service, the financial security amounts will be calculated in Month M (where M denotes the month when PG&E will calculate the financial security amount) using Month M-1 data, and the financial security will be for six (6) month forecast period of M+1 to M+6. PG&E will submit the initial financial security calculation and amount in a Tier 2 advice letter filing for CPUC Energy Division's approval thirty (30) days prior to the start date of the new CCA's, or new phase of, Mass Enrollment. Any confidential data relating to the CCA or proprietary information of a third party utilized in the calculation shall be redacted in the public version of the advice filing. Concurrent with submitting the advice letter to the CPUC's Energy Division, PG&E will serve by electronic means on each applicable CCA a copy of the advice letter, with the relevant supporting data, redacted of any third party proprietary information and calculations of each respective CCA's financial security amount provided confidentially only to that specific CCA. Once the initial financial security calculation and amount is approved by the CPUC's Energy Division, the CCA must post the financial security requirement amount with PG&E within thirty (30) days. (N)

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Issued by
Robert S. Kenney
Vice President, Regulatory Affairs

Submitted August 15, 2018
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W. CCA FINANCIAL SECURITY REQUIREMENTS AND RE-ENTRY FEES
REQUIREMENTS (Cont'd.)

(N)

2. Semi-annual Financial Security Requirement Calculation:

PG&E will update the amount of a CCA's financial security semi-annually and submit the updated calculation to the CPUC by May 10 and November 10 of each year. Updated financial security amounts for each CCA will be submitted in a Tier 2 advice letter to the CPUC's Energy Division. Any adjustments to the CCA financial security requirement must be posted by the following January 1 and July 1, respectively. The posted amounts are subject to the Energy Division's final disposition. Any confidential data relating to a CCA or proprietary information of a third party utilized in the calculation shall be redacted in the public version of the advice letter. Concurrent with submitting the advice letter to the CPUC, PG&E will serve by electronic means on each applicable CCA a copy of the advice letter, with the relevant supporting data, redacted of any third party proprietary information and calculations of each respective CCA's Financial Security Requirement amount provided confidentially only to that specific CCA. The CCA shall adjust the required posted financial security amount if and when the calculated amount is (1) more than ten percent (10%) above or below the CCA's current posted financial security amount (i.e., if the recalculated financial security amount is less than 90% or more than 110% of the posted amount), and (2) more than twenty thousand dollars (\$20,000) above or below the posted amount.

If a CCA believes PG&E has miscalculated its financial security amount, the CCA shall confer with PG&E to resolve the inaccuracies, and may file comments with the Energy Division, and serve them upon PG&E, indicating any appropriate corrections with relevant supporting explanation and detail within twenty (20) days of the advice letter filing. A CCA that fails to timely post its financial security amount is subject to involuntary service changes pursuant to Section T of this Rule.

In the event a CCA fails to timely pay the Re-entry Fees demanded by PG&E pursuant to Section W.3 below, PG&E shall have the immediate right to demand and receive payment from the issuer of the defaulting CCA's financial security instrument in an amount not to exceed the Re-entry Fees.

(N)

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Issued by
Robert S. Kenney
Vice President, Regulatory Affairs

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Sheet 62

W. CCA FINANCIAL SECURITY REQUIREMENTS AND RE-ENTRY FEES (N)
REQUIREMENTS (Cont'd.)

3. Re-entry Fees For The Involuntary Return Of Customers:

The CCA is responsible for all Re-entry Fees for the Involuntary Return of its customers as defined in Section B.29.

a. PG&E will calculate Re-entry Fees pursuant to the methodology set forth in Section X of this Rule within sixty (60) days of the earlier of (i) the start of the Involuntary Return of customers, or (ii) PG&E's receipt of the CCA's advance written notice of the Involuntary Return. The Re-entry Fees will be a binding estimate of:

- (1) The incremental administrative costs to switch the involuntarily returned CCA customer service accounts to BPS, which will be established for each customer service account using the proxy amount equal to the Customer Re-Entry Service Fee for voluntarily returning CCA customers as established in PG&E's Schedule E-CCA, unless PG&E has tracked the actual incremental administrative costs of the Involuntary Return, in which case PG&E reserves the right to use the actual incremental administrative costs; plus,
- (2) The incremental procurement costs for involuntarily returned CCA customer for an additional six-month period for those customers remaining on BPS as set forth in Section X of this Rule.

At no time shall the sum of the administrative cost and the incremental procurement costs for customers subject to Involuntary Return be less than zero dollars (\$0). The amount of the Re-Entry Fees will not be subject to true-up.

(N)

(Continued)



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W. CCA FINANCIAL SECURITY REQUIREMENTS AND RE-ENTRY FEES REQUIREMENTS (Cont'd.)

(N)

3. Re-entry Fees For The Involuntary Return Of Customers: (Cont'd.)

- b. PG&E's demand to the CCA for payment of the Re-Entry Fees shall be made no later than sixty (60) days after the start of the Involuntary Return of CCA customers to utility procurement service.
- c. Re-Entry Fees are due and payable to PG&E within fifteen (15) days after PG&E's issuance of the demand for payment. An Involuntary Return by a CCA, and the failure of the CCA to make full payment of the Re-Entry Fees within fifteen (15) days of PG&E's demand shall entitle PG&E to immediately draw upon the defaulting CCA's financial security instrument in an amount not to exceed the Re-Entry Fees. In the event PG&E's draw on the defaulting CCA's financial security instrument results in a reduction in the posted financial security amount of another CCA (e.g., a JPA), PG&E will recalculate the financial security amount of that other CCA, and notify it to adjust its posted financial security amount if the recalculated amount is (1) more than ten percent (10%) above or below the CCA's current posted financial security amount (i.e., if the recalculated financial security amount is less than 90% or more than 110% of the posted amount), and (2) more than twenty thousand dollars (\$20,000) above or below the posted amount, in which case that CCA shall post the adjusted financial security amount within three (3) business days.
- d. The CCA is responsible for paying the Re-Entry Fees for the Involuntary Return of its customers. To the extent the CCA fails to discharge its obligation to pay the Re-Entry Fees, any Re-Entry Fees not recovered from the CCA will be recovered from the involuntarily returned CCA customers. Any Re-Entry Fees not recovered from the CCA shall be paid by the involuntarily returned CCA customers over a time period specified by PG&E, but not to exceed the Bundled Service commitment period. If PG&E subsequently recovers additional Re-Entry Fees from the CCA, a refund up to the recovered amount will be provided to the involuntarily returned CCA customers in proportion to the amount collected by PG&E. For any Re-Entry Fees not recovered from the CCA due to an Involuntary Return, PG&E will file a Tier 2 advice letter to specify PG&E's Re-Entry Fee recovery plan and schedule.

(N)

(Continued)

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Issued by
Robert S. Kenney
Vice President, Regulatory Affairs

Submitted
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W. CCA FINANCIAL SECURITY REQUIREMENTS AND RE-ENTRY FEES REQUIREMENTS (Cont'd.)

(N)

3. Re-entry Fees For The Involuntary Return Of Customers: (Cont'd.)

- e. Service changes for the CCA's involuntarily returned customers will be as follows:

CCA service accounts will be switched to Bundled Portfolio Service, but are otherwise subject to the same rights and obligations of other CCA customer with respect to the advance notice requirements required for switching, and the minimum stay provisions in PG&E's authorized tariffs.

X. CALCULATION OF CCA FINANCIAL SECURITY REQUIREMENTS AND RE-ENTRY FEE REQUIREMENTS

The following steps shall apply for purposes of determining CCA Financial Security Requirements and Re-Entry Fees for incremental procurement costs associated with the Involuntary Return to Bundled Service of CCA customers in accordance with the methodology proposed in Joint Utilities' testimony (Ex. JU-01, Appendix E), adopted in D.18-05-022.

1. Load Forecast

Each CCA's usage, peak demand, and number of customer service accounts (collectively, the CCA's "load forecast") will be based on the most recent calendar year of historical data, unless a collaborative load forecast has been developed at least one (1) month prior to the submission date of the advice letter setting forth the financial security amounts, as described in Section W. 2. The CCA's load forecast will be established using the corresponding six (6)-month period from the most recent calendar year of historical usage (MWh) data. The CCA's monthly peak demand forecast (MW) will be established using the most recent twelve (12) months of historical monthly peaks, defined as the CCA's demand during each month's system peak hour. The CCA's customer service accounts forecast will be established using the actual number of customer service accounts to whom the CCA provided service as of the date of the forecast, unless the CCA is new and beginning service, or plans to implement a new phase of service during the 6-month forecast period, as discussed below.

(N)

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Issued by
Robert S. Kenney
Vice President, Regulatory Affairs

Submitted
Effective
Resolution

August 15, 2018



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X. CALCULATION OF CCA FINANCIAL SECURITY REQUIREMENTS AND RE-ENTRY FEE REQUIREMENTS (Cont'd.) (N)

1. Load Forecast (Cont'd.)

For a new CCA that is beginning service, unless the CCA and PG&E otherwise agree in a collaborative load forecast, the CCA Load Forecast shall be based on the default assumptions regarding the percentage of customers in the various classes that may opt out of CCA service established by the Commission and set forth in Section A.2 of PG&E's Rule 23.2 as follows:

- Bundled Service Customers – 5% for residential and 20% for non-residential customers.
- Direct Access Customers – 100% for both residential and non-residential customers.

If the CCA plans to implement a new phase of service (e.g., expanding its services to new cities or to additional customer groups within its existing service territory pursuant to its Implementation Plan) within the six (6) month forecast period, the load associated with the new phase will be included in that CCA's load forecast to determine the CCA's financial security amount. The load forecast of the new phase of service will be based on the most recent calendar year of historical data for customers service accounts in the new phase, using the default assumptions above for the new phase of service, unless a collaborative load forecast has been developed at least one (1) month prior to the submission date of the advice letter setting forth the financial security amounts that estimates the number of customer service accounts likely to be served by the CCA (e.g., contains agreed upon customer opt-out rate assumptions).

(N)

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Advice 5354-E
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Issued by
Robert S. Kenney
Vice President, Regulatory Affairs

Submitted August 15, 2018
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X. CALCULATION OF CCA FINANCIAL SECURITY REQUIREMENTS AND RE-ENTRY FEE REQUIREMENTS (Cont'd.) (N)

2. Energy Cost Forecast

To forecast incremental energy costs for the CCA financial security requirement (FSR), PG&E will use a load-weighted forward NP-15 price and to update the forward price forecast monthly. The forward prices will be obtained from Intercontinental Exchange (ICE) and will be the load-weighted¹ average of daily peak and off-peak energy prices for all trading days in Month M-1 for Months M+1 to Month M+6, inclusive, where Month M denotes the month when the financial security amount is calculated. Additionally, the IOU-specific line-loss factor specified in Resolution E-4475 is then applied to the incremental energy cost forecast.

Calculation:

- On-Peak Forecast--PF (\$/MWh) = Average of daily peak prices in month M-1 for Months M+1 to M+6, inclusive
- Off-Peak Forecast--OF (\$/MWh) = Average of daily off-peak prices in month M-1 for Months M+1 to M+6, inclusive
- On-Peak Load--PL (MWh) = Estimated CCA customers' Peak Period usage for 6 forward months
- Off-Peak Load--OL (MWh) = Estimated CCA customers' Off-Peak Period usage for 6 forward months
- Energy Cost Forecast = [(PF x PL) + (OF x OL)] x IOU-Specific Line Loss Factor

¹ Load weights will be determined based on CCA-specific on- and off-peak usage ratios. For example, if 65% of a CCA's total usage is measured during the on-peak hours, as defined in the North American Electric Reliability Corporation (NERC) Policy 1, and 35% of the CCA's total usage is measured during the off-peak hours, ICE's on- and off-peak forward prices will be multiplied by 0.65 and 0.35, respectively.

(Continued)



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X. CALCULATION OF CCA FINANCIAL SECURITY REQUIREMENTS AND RE-ENTRY FEE REQUIREMENTS (Cont'd.) (N)

3. RPS Cost Forecast

In the absence of a robust index, a forward quote, or durable methodology for regularly estimating the value of a Renewable Energy Credit (REC), PG&E will use the \$10/MWh REC value adopted by the Commission in D.16-05-006 as an estimate of the incremental cost of satisfying the Renewable Portfolio Standard (RPS) requirement for the involuntarily returned CCA load. A Commission decision in the RPS Rulemaking to update or modify the \$10/MWh REC value will apply to all programs and tariffs that use the \$10/MWh REC value, including the CCA financial security requirement and Re-Entry Fee calculations. The REC value will be multiplied by PG&E's annual RPS target and by the forecast of CCA usage to determine the RPS cost forecast. Additionally, the PG&E-specific line-loss factor specified in Resolution E-4475 is then applied to the RPS cost forecast.

Calculation:

$$\text{RPS Cost Forecast} = \text{REC Value (\$/MWh)} \times \text{Annual RPS Target (\%)} \times \text{CCA Annual Usage Forecast (MWh)} \times \text{IOU-Specific Line Loss Factor}$$

4. RA Cost Forecast

In the absence of a forward quote of RA prices, PG&E will use data published in the CPUC's annual Resource Adequacy report (CPUC RA report) as an estimate of the incremental cost of procuring RA for the involuntarily returned CCA load. PG&E will multiply the CCA's local RA requirement (MW)² by the local RA VWAP (\$/kW-mo) specified in the CPUC's RA report, and to multiply the CCA's net system RA requirement (MW),³ which will include the Planning Reserve Margin (PRM) of one hundred fifteen percent (115%), by the system RA average monthly price specified in the CPUC's RA report. This result will be multiplied by six (6) to determine the RA cost forecast.

² Because the Commission-set local RA requirement for the CCA is considered confidential, PG&E will estimate this requirement by multiplying the CCA's load share (defined as the CCA's annual peak demand divided by the annual peak demand in the Transmission Access Charge (TAC) area) by the total local capacity requirement for all local areas within the utility's service territory.

³ Because the Commission-set system RA requirement for the CCA is considered confidential, PG&E will estimate this requirement by multiplying their historical average monthly peak demand by the 115% PRM.

(Continued)



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Sheet 68

X. CALCULATION OF CCA FINANCIAL SECURITY REQUIREMENTS AND RE-ENTRY FEE REQUIREMENTS (Cont'd.)

(N)

4. RA Cost Forecast (Cont'd.)

Calculation:

- Local RA requirement (MW) = Annual local capacity requirement (LCR) in Transmission Access Charge (TAC) area (MW)⁴ as adopted by the Commission
- CCA load share = CCA's annual peak demand (MW) / annual peak demand in the TAC area (MW)⁵
- CCA's local RA requirement (MW) = Local RA requirement (MW) x CCA load share
- CCA's system RA requirement (MW) = Average of the CCA's monthly peak demand forecast (MW) x PRM of 115%
- CCA's net system RA requirement (MW) = (Average of the CCA's monthly peak demand forecast (MW) x PRM of 115%) – CCA's local RA requirement (MW)
- RA Cost Forecast = [(CCA's local RA requirement (MW) x Local RA VWAP (\$kW-mo)) + (CCA's net system RA requirement x System RA VWAP (\$/kW-mo))] x 6 x 1000

⁴ Local capacity requirements include the MW requirements for all local areas within PG&E's service territory.

⁵ The CCA's annual peak demand will be established using the monthly peak demand forecast established in Step 1. The annual peak demand in the TAC area will be established using the most recent TAC Area load forecasts developed by the CEC in its Mid Demand Baseline - Mid AAEE scenario. This load share calculation is modeled off the methodology used by the Commission to allocate local capacity requirements.

(N)

(Continued)



ELECTRIC RULE NO. 23
COMMUNITY CHOICE AGGREGATION SERVICE

Sheet 69

X. CALCULATION OF CCA FINANCIAL SECURITY REQUIREMENTS AND RE-ENTRY FEE REQUIREMENTS (Cont'd.) (N)

5. Forecast Cost of New Procurement to Serve Involuntarily Returned CCA Customers

The Forecast Cost of New Procurement to serve involuntarily returned CCA customers for a 6-month period after an Involuntary Return is the sum of the Energy, RPS, and RA costs calculated in Sections X.2 to X.4.

Calculation:

- Forecast Cost of New Procurement = (Energy Cost Forecast + RPS Cost Forecast + RA Cost Forecast)

6. Forecast of Revenues That Will Be Collected Directly from Returned CCA Customers through Their Bundled Service Generation Rate (Forecast Revenues)

Involuntarily Returned CCA customers will be placed on BPS. A forecast of the revenues that will be collected from them through their bundled service generation rates will be developed by multiplying PG&E's system average bundled generation rate, as set in the most recent rate change filing, by the CCA's load forecast.

7. Incremental Procurement Cost Exposure

To determine the forecasted exposure to incremental procurement costs, which should be covered by the CCA's financial security instrument, subtract the Forecast Revenues from the Forecast Cost of New Procurement

Calculation:

- Incremental Procurement Cost Exposure = (Forecast Cost of New Procurement – Forecast Revenues)

(Continued)



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Sheet 70

COMMUNITY CHOICE AGGREGATION SERVICE

X. CALCULATION OF CCA FINANCIAL SECURITY REQUIREMENTS AND RE-ENTRY FEE REQUIREMENTS (Cont'd.) (N)

8. Administrative Costs

To forecast the administrative costs for purposes of setting the financial security requirement, PG&E will use its Commission-approved re-entry service fee in a voluntary return of a CCA customer (i.e., at the customer's election) as the proxy for the utility's incremental time and material costs in the event of an involuntary return of CCA customers. This fee is detailed in PG&E's rate Schedule E-CCA.

Calculation:

- Administrative costs = Schedule E-CCA re-entry fee*[number of involuntarily returned customer service accounts]

9. CCA Financial Security Requirement

To determine the CCA financial security requirement, add the forecast Incremental Procurement Cost Exposure to the forecast Administrative Costs.

Calculation:

- CCA FSR = Incremental Procurement Cost Exposure + Administrative Cost

The financial security amount for a CCA shall be the higher of the amount determined in accordance with the steps above or the minimum financial security amount of one hundred and forty-seven thousand dollars (\$147,000).

At no time shall the sum of the administrative costs and the incremental procurement costs for involuntarily returned customers be less than zero dollars (\$0). (N)



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Advice 5354-E
August 15, 2018

Attachment 2

Redline Changes to Electric Rule 23

ELECTRIC RULE NO. 23
COMMUNITY CHOICE AGGREGATION SERVICE

Sheet 1

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- F. CCA IMPLEMENTATION PLAN AND CCA SERVICE ESTABLISHMENT
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ELECTRIC RULE NO. 23
COMMUNITY CHOICE AGGREGATION SERVICE

B. GENERAL TERMS (Cont'd.)

17. Liability In Connection With CCA Services (Cont'd.)

- e. PG&E shall not be liable to the customer for any damages caused by CCA's failure to perform its obligations to the customer, including, but not limited to the obligation to provide electric supply services to the customer. The CCA shall not be liable to the customer for any damages caused by PG&E's failure to perform its obligations to the customer.
- f. A CCA is not PG&E's agent for any purpose. PG&E shall not be liable to the customer for any damages resulting from any acts, omissions, or representations made by CCA in connection with soliciting customers for CCA Service or performing any of its functions in rendering CCA Service.
- g. PG&E is not the CCA's agent for any purpose. The CCA shall not be liable to the customer for any damages resulting from any acts, omissions, or representations made by PG&E in connection with soliciting customers for CCA Service or performing any of its functions in rendering CCA Service.

18. CCA Implementation Plan

A CCA shall develop an Implementation Plan, as defined in P.U. Code Section 366.2(c)(3).

19. Sixty (60) Day Period

A Sixty (60) Day Period is a period of time equal to sixty (60) calendar days. For purposes of this Rule, two billing cycles or two calendar months are also equal to 60 calendar days, whichever is longer.

20. Automatic Enrollment

Automatic Enrollment is the process whereby a CCA can automatically enroll an eligible customer in CCA Service. Customer participation in CCA Service may not require a positive written declaration, but all customers shall be informed of their right to opt-out of CCA Service. If no negative declaration is made by the customer during the ~~initial~~ 60-day initial notification period or the 60-day follow-up notification period, the customer shall be served through the CCA's CCA Service. Automatic Enrollment is the transfer of a customer's service account to CCA Service with no action taken by the customer to initiate the transfer.

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COMMUNITY CHOICE AGGREGATION SERVICE

B. GENERAL TERMS (Cont'd.)

29. Involuntary Return

For purposes of assessing re-entry fees, an involuntary return of a CCA customer to Bundled Service may occur due to any of the following:

- a. The Commission has revoked the CCA's registration.
- b. The CCA service under the CCA Service Agreement becomes terminated.
- c. The CCA or its authorized CAISO Scheduling Coordinator has defaulted on its CAISO Scheduling Coordinator obligations, such that the CCA no longer has an appropriately authorized CAISO Scheduling Coordinator.
- d. A voluntary service termination pursuant to Section S of this Rule, or
- e. An involuntary service termination pursuant to Section T of this Rule.

An Involuntary Return of a CCA customer does not include the following events:

- a. A customer's contract with an CCA has expired, or
- b. CCA discontinues service to a customer due to that customer's default under their service agreement with the CCA.

30. Financial Security Requirement

All new and existing CCAs are required to post and maintain financial security with PG&E as set forth in Section W of this Rule.

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F. CCA IMPLEMENTATION PLAN AND CCA SERVICE ESTABLISHMENT (Cont'd.)

1. Implementation Plan and CCA Registration With the Commission (Cont'd.)

- 4) Within 90 days of DAY 1², (Cont'd.)
 - (c) At the request of either PG&E or the CCA, the CCA and PG&E shall Meet-and-Confer regarding the CCA's ability to conform its operations to the PG&E's tariff requirements. The request shall be presented in writing with a recitation of disputed items or areas of concern. This process shall implicate no approvals, either informal or formal, from the Commission.
- 5) Within 90 days of DAY 1³, the CCA shall submit its registration packet to the Commission including:
 - (a) Signed service agreement with PG&E, and
 - (b) ~~CCA interim bond of \$100,000 or as determined in R.03-10-003 Pursuant to Resolution E-4907 and D.18-05-022, confirmation that the CCA has posted with PG&E the required financial security amount set forth in Section W of this Rule.~~
- 6) Within 90 days to 120 days of DAY 1⁴, if the registration packet is complete, the Commission shall confirm registration as a CCA to the CCA and PG&E:
- 7) The CCA shall comply with the Resource Adequacy deadlines set forth in Section F.4.g, below
- 8) Prospective CCA Customers subject to Automatic Enrollment into CCA Service, as described in Section B.20, shall be notified by the CCA as set forth in Section H, below.
- 9) January 1, Year 2, the CCA may begin service.

³ For 2018, the bond and signed service agreement must be submitted to the Energy Division by April 20, 2018.

⁴ For 2018, the Commission will confirm registration by April 27,2018.

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COMMUNITY CHOICE AGGREGATION SERVICE

F. CCA IMPLEMENTATION PLAN AND CCA SERVICE ESTABLISHMENT (Cont'd.)

4. CCA Service Establishment (Cont'd.)

g. (Cont'd.)

(4) (Cont'd.)

- ii. If no agreement is reached, the CCA shall file a Tier 1 Advice Letter no later than 75 days prior to the Resource Adequacy compliance month in which the CCA wishes to begin service. This Advice Letter shall provide notification that PG&E and the CCA are unable to reach agreement to address the RA requirements and cost responsibility concerns raised by the intra-year load migration for 2018, and shall state that the CCA agrees to be bound by a future Commission determination in the Resource Adequacy Proceeding (R.17-09-020) regarding cost responsibility for intra-year load migration, subject to appellate rights under the Commission's Rules. The CCA then shall file a motion in the Resource Adequacy Proceeding seeking such a determination within 60 days of the submittal of the Advice Letter. Submittal of this Advice Letter allows the CCA to begin service 75 days later and shifts the Resource Adequacy responsibility from the utility to the CCA.

h. The CCA must post and maintain the required financial security amount with PG&E in accordance with Section W of this Rule.

5. Adding/Deleting a Municipality to an Existing CCA

This section is applicable to CCAs participating in a joint powers agency (JPA) pursuant to Chapter 5 (commencing with Section 6500) of Division 7 of Title 1 of the Government Code pursuant to Public Utilities Code Section 331.1.b. The CCA shall comply with each of the following:

- a. Before PG&E will process requests associated with a city or county joining or leaving an existing CCA, the CCA must execute a Specialized Services Agreement between the CCA and the Utility pursuant to the applicable provisions set forth in Section E of this Rule.
- b. Before PG&E will process requests associated with an existing CCA adding a city and/or county to its membership, the CCA must update or renew all requirements as specified in Sections F.1, F.2, F.3, and F.4 above.

(Continued)

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COMMUNITY CHOICE AGGREGATION SERVICE

G. CCA SERVICE CUSTOMER ELIGIBILITY

A CCA must offer to provide electric power to all residential customers located within its service area and pursuant to D.04-12-046, the CCA has the option to provide CCA Service to non-residential customers located within its service area. Pursuant to D.05-12-041, all customers, including active Direct Access customers, located within a CCA's service area that have been offered service by the CCA that do not affirmatively decline such service (opt-out), shall be served by the CCA. PG&E shall not be responsible or liable in any way for any costs, fees, or penalties associated with a customer's Automatic Enrollment in CCA Service.

1. Customers with a PG&E commodity contract term obligating them to remain on PG&E Bundled Service, including Bundled Portfolio Service (BPS), shall be included in the CCA's Automatic Enrollment process and are subject to a CCA Cost Responsibility Surcharge as set forth in Schedule CCA-CRS. Customer inquiries concerning the PG&E contract term requirements will be referred to ~~the~~ PG&E.
2. Customers taking service under Net Energy Metering (NEM) Rate Schedules, shall be included in the CCA's Automatic Enrollment process and are subject to the provisions set forth in PG&E's NEM Rate Schedules which may preclude NEM eligibility or may require special metering prior to the switch to CCA service, as defined in Section J.
3. Customers currently under Direct Access service shall be included in the CCA's Automatic Enrollment process and are subject to a CCA Cost Responsibility Surcharge as set forth in Schedule CCA-CRS. PG&E may require Direct Access customers with meters that do not conform to PG&E's metering standards and are incompatible with current PG&E metering reading systems to be replaced with a compatible meter prior to the switch to CCA service, as defined in Section M.

(Continued)

ELECTRIC RULE NO. 23
COMMUNITY CHOICE AGGREGATION SERVICE

H. CCA CUSTOMER NOTIFICATION PROCESSES

1. CCA Customer Notifications

A CCA must provide required CCA Customer Notifications to participating customers eligible to receive Automatic Enrollment into CCA Service during the Initial Notification Period and Follow-up Notification Period. The CCA shall be solely responsible for all obligations associated with CCA Customer Notifications and performing those obligations consistent with the requirements set forth in PU Code Section 366.2, the CCA's Implementation Plan, Commission requirements and all applicable Commission orders. PG&E shall not be responsible for monitoring, reviewing or enforcing such obligations.

All notifications must include the necessary customer data and instructions that will allow customers to gain access to and complete the opt-out service described in Section I.

2. PG&E CCA Customer Notification Services

- a. A CCA may request PG&E to provide the required CCA Customer Notifications, on behalf of the CCA with adequate advance notice as set forth in PG&E Schedule E-CCA. Customized CCA Customer Notification mailing services may be provided to CCAs only upon agreement with PG&E.
- b. A CCA requesting to include its required customer notifications in PG&E's billing envelope is subject to the provisions set forth in Schedule E-CCA. The information in CCA customer notifications included in PG&E's billing envelope shall be limited to that required by PU Code Section 366.2(c)(13)(A).
- c. CCA is responsible to ensure mailing instructions provided to PG&E comply with the communication plan set forth in the CCA's Implementation Plan, rules and applicable laws.
- d. The standard CCA Customer Notification mailing(s), when provided by the PG&E, shall be staggered based on the customers' billing cycles.

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COMMUNITY CHOICE AGGREGATION SERVICE

L. CCA CUSTOMERS RETURNING TO PG&E BUNDLED SERVICE

1. Positive Elections

a. Customers that have made a positive election* to participate in CCA Service requesting to return to bundled service must provide a six (6) month advance notice and are subject to the terms and conditions of a Bundled Portfolio Service (BPS) as set forth below. Alternatively, customers have the ability to return immediately (at or about the next scheduled meter read) to Utility service and receive Transitional Bundled Service (TBS) commodity pricing terms as set forth in PG&E Schedule TBCC and be subject to the provisions and applicable charges of the CCA Cost Responsibility Surcharge as set forth in Schedule CCA-CRS rate for 6 months after returning to utility service.

~~b. Direct Access eligible customers returning to bundled service from CCA Service shall be subject to Direct Access Rule 22.1. These customers who are eligible to switch from CCA Service to DA service do not need to return to Bundled Service. Alternatively, customers have the ability to return immediately (at or about the next scheduled meter read) to Utility service, and receive Transitional Bundled Service (TBS) commodity pricing terms as set forth in PG&E Schedule TBCC and be subject to the provisions and applicable charges of the CCA Cost Responsibility Surcharge as set forth in Schedule CCA-CRS for 6 months after returning to utility service.~~

2. Customers Automatically Enrolled in CCA Service Returning to Bundled Service after the Follow-up Notification Period.

~~a. Direct Access eligible customers that have been Automatically Enrolled in CCA Service and are returning to Bundled Service from CCA Service shall be subject to the provisions set forth in Direct Access Rule 22.1. These customers who are eligible to switch from CCA Service to DA service do not need to return to Bundled Service.~~

ab. Former Bundled Service Customers that have been Automatically Enrolled in CCA Service returning to bundled service after the Follow-up Notification Period must provide the CCA with a six (6) month advance notice and are subject to the terms and conditions of Bundled Portfolio Service (BPS) as set forth below. The CCA shall promptly provide PG&E with all such notices. Alternatively, customers have the ability to return immediately (at or about the next scheduled meter read) to Utility service and receive Transitional Bundled Service (TBS) commodity pricing terms as set forth in PG&E Schedule TBCC and be subject to the provisions and applicable charges of the CCA Cost Responsibility Surcharge as set forth in Schedule CCA-CRS for 6 months after returning to utility service.

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b. In an Involuntary Return, CCA customers will be returned to BPS and are subject to the terms and conditions of BPS as set forth below.

* Includes customers that have opted out of CCA Service and later elect to return to CCA Service.

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COMMUNITY CHOICE AGGREGATION SERVICE

S. VOLUNTARY CCA SERVICE TERMINATION

Termination of a CCA's CCA Service occurs when an individual CCA or a CCA operating under a Joint Powers Agency (JPA) discontinues providing CCA Service to all customers in its service area. Upon termination of CCA Service, all active CCA customers in the CCA's service area shall be involuntarily returned to Bundled Portfolio Service (BPS) pursuant to Section L of this Rule. CCAs shall use best efforts to provide as much advance notice as possible to customers, the Commission and PG&E and coordinate with the Commission and Utility to ensure an efficient process and to protect all Utility customers from service problems and additional costs. In addition to the above, the CCA must comply with the requirements set forth below or be subject to Section T, Involuntary Service Changes, of this Rule.

1. The CCA shall provide at least a one (1) year advanced written notice to the Commission and PG&E of the CCA's intention to discontinue its CCA Service.
2. The CCA shall provide customers with a six-month notice and at a minimum provide a second notice during the final 60 days before the CCA's scheduled termination of service.
3. The Utility shall provide notification to and return all CCA's customers to PG&E's BPS during the month in which the CCA terminates its CCA Service on the customer's scheduled meter read date. The CCA shall be responsible for the continued provision of the customer's electric power needs until the date the customer returns to ~~b~~Bundled ~~s~~Service, and shall be responsible for covering all Re-Entry Fees for the Involuntary Return pursuant to Section W of this Rule.
4. Customers eligible ~~for~~ to switch to Direct Access shall ~~return to bundled service do so~~ subject to Direct Access Rule 22.1. All other customers shall be returned to BPS subject to the terms in Section L, but are not subject to Transitional Bundled Service as defined in PG&E's Rate Schedule TBCC.
5. Customers requesting to return to bundled service before the termination of CCA Service shall be subject to all terms and conditions in Section L of this Rule. The CCA shall not terminate any of its customers' CCA Service before the termination of the CCA's CCA Service.

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COMMUNITY CHOICE AGGREGATION SERVICE

S. VOLUNTARY CCA SERVICE TERMINATION (Cont'd.)

- 6. The CCA remains responsible for compliance with all applicable Commission rules, ISO requirements and Load Serving Entities obligations.
- 7. A CCA shall be responsible for all costs resulting from the CCA's CCA Service termination. PG&E reserves the right to withhold CCA customer payment remittances from the CCA for undisputed overdue charges and any unpaid costs including Re-Entry Fees demanded of the CCA pursuant to Section W of this Rule.
- 8. The CCA's Service Agreement with PG&E will be cancelled with its termination of its CCA Service. At any time not less than three (3) years after the CCA's termination of CCA Service, the CCA's eligibility to engage in CCA Service may be reinstated. The CCA's reestablishment of CCA Service will require the CCA to complete all CCA Service establishment requirements, including filing a new Implementation Plan with the Commission, being registered by the Commission, establishment of service with the PG&E pursuant to Section F, completion of credit requirements pursuant to Section V, all past due charges and arrearages having been paid, with interest, and the CCA has re-established compliance with all then-current Commission requirements.
- 9. A CCA providing CCA Service pursuant to a JPA that terminates its CCA Service must also fully comply with the CCA Service termination requirements. Should one or more constituent members of a JPA seek to continue operations as a CCA, that new entity shall comply with all requirements for CCA Service establishment set forth in Section F of this Rule. If the JPA continues operations but a constituent member discontinues its participation in the JPA and seeks to offer CCA Service as an individual CCA entity or through another entity, that new entity shall comply with all requirements for CCA Service establishment set forth in Section F of this Rule. Otherwise, the constituent JPA member's discontinuance of its participation in the JPA shall result in a voluntary CCA service termination under this Section S for the CCA customers in that constituent JPA member's jurisdiction and the Involuntary Return of those customers to Bundled Service.

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ELECTRIC RULE NO. 23
COMMUNITY CHOICE AGGREGATION SERVICE

T. INVOLUNTARY SERVICE CHANGES

1. Service Changes

Pursuant to D.05-12-041, absent the express approval of the CCA, an order of a court, the Commission or the FERC, PG&E shall adhere to the requirements set forth below in the event it seeks to terminate service to a CCA.

2. PG&E shall send notices of involuntary service changes or termination to the CCA, to each affected CCA customer, and to the Commission. The CCA shall be responsible for all utility costs associated with an Involuntary Service Change occurrence. Such costs may include, but not limited to, system, administrative, customer communications and legal costs. PG&E has the right to withhold and offset CCA customer payment remittance to the CCA until all such charges are paid by the CCA, including any unpaid Re-Entry Fees demanded of the CCA pursuant to Section W of this Rule.

3. Where continued CCA service would constitute an emergency or may substantially compromise utility operations or service to bundled customers, PG&E should seek an emergency order from the Commission. In the event a CCA or a customer has failed to meet its obligations under this Rule or CCA Service Agreement such that PG&E seeks to invoke its remedies under this Section, and the failure constitutes an emergency (i.e. the failure poses a substantial threat to the reliability of the electric system or to public health and safety or the failure poses a substantial threat of irreparable economic or other harm to PG&E or the customer), or the failure relates to CCA's unauthorized energy use, then PG&E may initiate a change, or, in some cases, terminate a customer's CCA Service, or a CCA's ability to provide services under CCA. In such case, PG&E shall seek an emergency order from the Commission. Pursuant to D.05-12-041, the assigned Administrative Law Judge (ALJ), in consultation with the assigned Commissioner, is authorized to issue a ruling providing interim authority for the utility to terminate a CCA's service.

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T. INVOLUNTARY SERVICE CHANGES (Cont'd.)

3. Change of Service Election In Exigent Circumstances (Cont'd.)

Upon receipt of such a ruling, PG&E shall initiate the change or termination by preparing a CCASR, but the change or termination may be made immediately notwithstanding the applicable CCASR processing times set forth in this Rule. PG&E shall provide such notice to the CCA and/or the affected customer as is reasonable under the circumstances of this section, if any is reasonable. The CCA or the affected customer shall have the right to seek an order from the Commission restoring the customer's service election and/or the CCA's ability to provide services. If a customer's CCA Service is terminated, because the customer failed to meet its obligations under this Rule, the customer will be subject to the provisions of Section L and the terms and conditions of Bundled Portfolio Service. Unless expressly ordered by the Commission, these provisions do not disconnect electric service provided to the customer. If the CCA's ability to provide CCA Service is terminated under this Section T, such termination will result in an Involuntary Return of the CCA's customers to Bundled Service, irrespective of whether the CCA is a JPA, a constituent member of a JPA, or an individual CCA.

4. Change of Service Election Absent Exigent Circumstances

In the event PG&E finds that a CCA has failed to meet its obligations under this Rule or CCA Service Agreement such that PG&E seeks to invoke its remedies under this Section, but the failure does not constitute an emergency (as defined in Section T.3), PG&E shall notify the CCA and the affected customer of such finding in writing stating specifically:

- a. The nature of the alleged non-performance;
- b. The actions necessary to cure it;
- c. The consequences of failure to cure it and the remedy PG&E proposes to invoke in the event of a failure to cure; and

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T. INVOLUNTARY SERVICE CHANGES (Cont'd.)

6. Burden of Proof Before Commission

In any case before the Commission the party bearing the burden of going forward and the party bearing the burden of proof shall be established in the manner normally established at the Commission.

7. Involuntary Return Action in the Event of Termination

a. An Involuntary Return is defined in Section B.29 herein.

b. Action in the Event of an Involuntary Return

Upon ~~termination of CCA Service pursuant to this Section T~~ the Involuntary Return of a CCA Service customer, the customer shall be returned to Utility Bundled Portfolio Service and subject to the terms and conditions of Section L of this Rule, ~~unless the customer is eligible for Direct Access and has previously selected another ESP under the procedures set forth in the Direct Access Rule 22 and 22.1 but are not subject to Transitional Bundled Service as defined in PG&E's rate Schedule TBCC.~~

~~87.~~ Action in the Event of Termination

At any time not less than three (3) years and six (6) months after termination of a CCA's CCA Service rights pursuant to this Section T, the CCA's eligibility to engage in CCA Service shall be reinstated upon a reasonable showing by the CCA that the cause(s) of the CCA's termination have been cured, all past due charges and arrearages have been paid, with interest, including any unpaid Re-Entry Fees demanded of the CCA pursuant to Section W of this Rule, and the CCA has re-established compliance with all then-current Commission requirements, including credit requirements under Section V.

U. SERVICE DISCONNECTIONS AND RECONNECTIONS

1. PG&E shall notify the customer of PG&E's right to disconnect electric service for the non-payment of PG&E charges pursuant to electric Rule 8. The customer, and not the utility, is responsible for contacting the CCA in the event it receives notice of late payment or service termination from the utility. If a customer has been disconnected, and is not reconnected within two days, PG&E shall promptly notify the CCA. A service charge shall be imposed on the customer if a field call is performed to disconnect electric service.
2. PG&E shall not disconnect electric service to the customer for the non-payment of CCA charges. In the event of non-payment of CCA charges by the customer, the CCA may submit a CCASR requesting transfer of the service account to

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PG&E Bundled Service according to Section M.

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U. SERVICE DISCONNECTIONS AND RECONNECTIONS (Cont'd.)

- 3. PG&E shall reconnect electric service for a Commission-authorized service fee when the criteria for reconnection pursuant to the provisions set forth Rule 11, Discontinuance of Service, have been met.

V. CREDIT REQUIREMENTS

- 1. PG&E may require the CCA to establish its creditworthiness through evaluations, deposits, or other security in the manner described in Section V.2, to cover Commission-approved charges incurred as a result of CCA participation. That is, the creditworthiness only applies to PG&E charges that are billed directly to the CCA.
- 2. Creditworthiness
 - a. Credit Evaluation

A CCA with a demonstrable current credit rating of Baa2 or higher from Moody's or BBB or higher from Standard and Poor's, Fitch or Duff & Phelps, is deemed to be creditworthy unless PG&E determines that a material change in the CCA's creditworthiness has occurred. PG&E requires CCAs to complete a credit application including financial information reasonably necessary to establish credit. The creditworthiness evaluation may be conducted by an outside credit analysis agency, determined by PG&E, with final credit approval granted by PG&E. This evaluation shall be completed within ten (10) business days. Credit reports shall remain strictly confidential between the credit analysis agency and PG&E. A credit application processing fee, as approved by the Commission, may be charged to offset the cost of determining the CCA's creditworthiness.

- b. Security Deposits

The CCA or its authorized agent may submit and maintain a cost-based security deposit in lieu of submitting to or being qualified under a creditworthiness evaluation. The amount of the security deposit required to establish credit will be based on the utility providing services to the CCA for customers in the CCA's service area and costs associated with specialized services and boundary metering requested by the CCA. The value of the security deposit shall be determined by the utility. Security deposits may be in the form of,

- (1) A cash deposits provided directly to PG&E, with interest earned at the 3 month commercial paper rate paid as described in Section V.2.c. Or,

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V. CREDIT REQUIREMENTS (Cont'd.)

2. Creditworthiness (Cont'd.)

b. Security Deposits (Cont'd.)

- (2) An irrevocable standby letters of credit, defined as irrevocable and renewable issued by a major financial institution acceptable to PG&E in form, substance and amount satisfactory to PG&E and issued by an issuer acceptable to PG&E. The issuing bank must be a U.S. national bank or state bank, or by a U.S. branch of a foreign bank acceptable to PG&E. The issuing bank must have a senior unsecured debt rating or issuer rating of A-/stable outlook or higher by Standard and Poor's (S&P), and A3/stable outlook or higher by Moody's Investors Service, Inc. (Moody's) if the bank is rated by both, or A-/stable outlook or higher by S&P or A3/stable outlook or higher by Moody's if the bank is rated by either S&P or Moody's but not both. PG&E's standard form of letter of credit shall be used for this purpose. Or,
- (3) A surety bonds defined as renewable and issued by a major insurance company acceptable to PG&E in form, substance and amount satisfactory to PG&E, by an insurer acceptable to PG&E, authorized to issue surety bonds in the State of California, and carrying an A.M. Best Financial Strength Rating of "A -" or better. It is further agreed and understood that if co-sureties are used, the bonds shall be issued on a "joint and several" basis. PG&E's standard form of surety bond shall be completed for this purpose.

All costs associated with the issuance and maintenance of the security deposits is the responsibility of the CCA. If the issuer of the security deposit fails to maintain the minimum requirements listed above then the CCA must replace the security deposit with one that meets the above listed requirements within ten (10) business days. Security deposits must be posted with PG&E prior to the CCA's participation in CCA and prior to the implementation of any Customer Notifications as identified in Section H. Security deposits posted with PG&E which are in excess of outstanding unpaid bills owed to PG&E will be returned to the CCA within approximately 60 days after the CCA has terminated its services in PG&E's service territory.

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W. CCA FINANCIAL SECURITY REQUIREMENTS AND RE-ENTRY FEES REQUIREMENTS

As described in Section F.4.h, all new and existing CCAs are required to post and maintain a surety bond, an irrevocable standby letter of credit, cash held by a U.S. branch of a commercial bank acting as the escrow holder in an escrow account, or at CCA's election a cash deposit with PG&E (collectively, "financial security") sufficient to cover the Re-Entry Fees associated with the Involuntary Return of its CCA Service customers to PG&E's Bundled Service, as defined in Section B.29. The financial security must meet the following requirements:

- (1) A surety bond in form, substance and amount satisfactory to PG&E, by an insurer acceptable to PG&E, authorized to issue surety bonds in the State of California, and carrying an A.M. Best Financial Strength Rating of "A -" or better. It is further agreed and understood that if co-sureties are used, the bonds shall be issued on a "joint and several" basis. PG&E's standard form of surety bond shall be completed for this purpose. Or,
- (2) An irrevocable standby letter of credit in form, substance and amount satisfactory to PG&E and issued by an institution acceptable to PG&E. The issuing bank must be a U.S. national bank or state bank, or by a U.S. branch of a foreign bank acceptable to PG&E. The issuing bank must have a senior unsecured debt rating or issuer rating of A-/stable outlook or higher by Standard and Poor's (S&P), and A3/stable outlook or higher by Moody's Investors Service, Inc. (Moody's) if the bank is rated by both, or A-/stable outlook or higher by S&P or A3/stable outlook or higher by Moody's if the bank is rated by either S&P or Moody's but not both. PG&E's standard form of letter of credit shall be used for this purpose. Or,
- (3) Cash held by a U.S. branch of a commercial bank acting as the escrow holder in an escrow account. The bank should be acceptable to PG&E, and have a senior unsecured debt rating of A-/stable outlook or higher by S&P, and A3/stable outlook or higher by Moody's if the bank is rated by both, or A-/stable outlook or higher by S&P or A3/stable outlook or higher by Moody's if the bank is rated by either S&P or Moody's but not both. The escrow account agreement should be acceptable to PG&E. Or,
- (4) A cash deposit provided directly to PG&E with interest paid as described in Section V.2.c.

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W. CCA FINANCIAL SECURITY REQUIREMENTS AND RE-ENTRY FEES
REQUIREMENTS (Cont'd.)

All costs associated with the issuance and maintenance of the financial security instrument is the responsibility of the CCA. If (i) the issuer of the financial security instrument fails to maintain the minimum requirements listed above; (ii) the issuer of the financial security fails to comply with or perform its obligations under the financial security instrument; (iii) the issuer of the financial security disaffirms, disclaims, repudiates or rejects, in whole or in part, or challenges the validity of the financial security instrument; (iv) such financial security instrument expires or terminates within the next thirty (30) business days; (v) such financial security instrument expires or terminates, or fails or ceases to be in full force and effect at any time in which the CCA is required to provide a financial security instrument in any such case without providing a replacement financial security instrument acceptable to PG&E; or (vi) the issuer of such financial security instrument becomes subject to a bankruptcy proceeding then the CCA must replace the financial security instrument with one that meets the above listed requirements within five (5) business days.

The required financial security amount shall be the higher of the amount determined in accordance with Section W.1 below or the minimum financial security amount of one hundred and forty-seven thousand dollars (\$147,000) and PG&E shall be the beneficiary of the financial security instrument. The terms and conditions for these financial security instruments must be acceptable to PG&E and meet the minimum requirements listed above. The calculated financial security amount will include the incremental administrative costs related to switching the involuntarily returned customer service accounts back to Bundled Service, and pursuant to the methodology adopted in D.18-05-022 and set forth in Section X of this Rule, the incremental procurement costs for involuntarily returned customer service accounts for a six-month period. The incremental administrative costs shall be calculated for each involuntarily returned customer service account using the Customer Re-Entry service fee set forth in rate Schedule E-CCA effective at the time the financial security amount is calculated.

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W. CCA FINANCIAL SECURITY REQUIREMENTS AND RE-ENTRY FEES
REQUIREMENTS (Cont'd.)

1. The initial financial security for existing and new CCAs will be established as follows:

a. For existing CCAs, PG&E will perform the initial financial security calculation based upon the incremental administrative and procurement costs of switching a CCA's customers back to Bundled Service in accordance with Section X of this Rule and submit the proposed financial security amounts in a Tier 2 advice letter filing for CPUC approval. For purposes of calculating the number of customer service accounts for each CCA, any customers that have submitted Direct Access Service Requests (DASRs) to switch to DA service or BPS, respectively, and that do make the switch in accordance with those requests, shall be excluded in the calculation of the respective CCA's financial security amount. Any confidential data relating to a CCA or proprietary information of a third party utilized in the calculation shall be redacted in the public version of the advice filing. The confidential version of the advice letter will be filed under confidential seal with the Energy Division. Concurrent with submitting the advice letter to the CPUC's Energy Division, PG&E will serve by electronic means on each applicable CCA a copy of the advice letter, with the relevant supporting data, redacted of any third party proprietary information, and calculations of each respective CCA's financial security amount provided confidentially only to that specific CCA. Once the initial financial security calculation and amounts are approved by the CPUC's Energy Division, the CCA must post the financial security Requirement amount with PG&E within thirty (30) days.

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W. CCA FINANCIAL SECURITY REQUIREMENTS AND RE-ENTRY FEES
REQUIREMENTS (Cont'd.)

1. The initial financial security for existing and new CCAs will be established as follows: (Cont'd.)

b. For a new CCA, or a new phase of an existing CCA's service, the financial security amounts will be calculated in Month M (where M denotes the month when PG&E will calculate the financial security amount) using Month M-1 data, and the financial security will be for six (6) month forecast period of M+1 to M+6. PG&E will submit the initial financial security calculation and amount in a Tier 2 advice letter filing for CPUC Energy Division's approval thirty (30) days prior to the start date of the new CCA's, or new phase of, Mass Enrollment. Any confidential data relating to the CCA or proprietary information of a third party utilized in the calculation shall be redacted in the public version of the advice filing. Concurrent with submitting the advice letter to the CPUC's Energy Division, PG&E will serve by electronic means on each applicable CCA a copy of the advice letter, with the relevant supporting data, redacted of any third party proprietary information and calculations of each respective CCA's financial security amount provided confidentially only to that specific CCA. Once the initial financial security calculation and amount is approved by the CPUC's Energy Division, the CCA must post the financial security requirement amount with PG&E within thirty (30) days.

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W. CCA FINANCIAL SECURITY REQUIREMENTS AND RE-ENTRY FEES
REQUIREMENTS (Cont'd.)

2. Semi-annual Financial Security Requirement Calculation:

PG&E will update the amount of a CCA's financial security semi-annually and submit the updated calculation to the CPUC by May 10 and November 10 of each year. Updated financial security amounts for each CCA will be submitted in a Tier 2 advice letter to the CPUC's Energy Division. Any adjustments to the CCA financial security requirement must be posted by the following January 1 and July 1, respectively. The posted amounts are subject to the Energy Division's final disposition. Any confidential data relating to a CCA or proprietary information of a third party utilized in the calculation shall be redacted in the public version of the advice letter. Concurrent with submitting the advice letter to the CPUC, PG&E will serve by electronic means on each applicable CCA a copy of the advice letter, with the relevant supporting data, redacted of any third party proprietary information and calculations of each respective CCA's Financial Security Requirement amount provided confidentially only to that specific CCA. The CCA shall adjust the required posted financial security amount if and when the calculated amount is (1) more than ten percent (10%) above or below the CCA's current posted financial security amount (i.e., if the recalculated financial security amount is less than 90% or more than 110% of the posted amount), and (2) more than twenty thousand dollars (\$20,000) above or below the posted amount.

If a CCA believes PG&E has miscalculated its financial security amount, the CCA shall confer with PG&E to resolve the inaccuracies, and may file comments with the Energy Division, and serve them upon PG&E, indicating any appropriate corrections with relevant supporting explanation and detail within twenty (20) days of the advice letter filing. A CCA that fails to timely post its financial security amount is subject to involuntary service changes pursuant to Section T of this Rule.

In the event a CCA fails to timely pay the Re-entry Fees demanded by PG&E pursuant to Section W.3 below, PG&E shall have the immediate right to demand and receive payment from the issuer of the defaulting CCA's financial security instrument in an amount not to exceed the Re-entry Fees.

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W. CCA FINANCIAL SECURITY REQUIREMENTS AND RE-ENTRY FEES REQUIREMENTS (Cont'd.)

3. Re-entry Fees For The Involuntary Return Of Customers:

The CCA is responsible for all Re-entry Fees for the Involuntary Return of its customers as defined in Section B.29.

a. PG&E will calculate Re-entry Fees pursuant to the methodology set forth in Section X of this Rule within sixty (60) days of the earlier of (i) the start of the Involuntary Return of customers, or (ii) PG&E's receipt of the CCA's advance written notice of the Involuntary Return. The Re-entry Fees will be a binding estimate of:

(1) The incremental administrative costs to switch the involuntarily returned CCA customer service accounts to BPS, which will be established for each customer service account using the proxy amount equal to the Customer Re-Entry Service Fee for voluntarily returning CCA customers as established in PG&E's Schedule E-CCA, unless PG&E has tracked the actual incremental administrative costs of the Involuntary Return, in which case PG&E reserves the right to use the actual incremental administrative costs; plus,

(2) The incremental procurement costs for involuntarily returned CCA customer for an additional six-month period for those customers remaining on BPS as set forth in Section X of this Rule.

At no time shall the sum of the administrative cost and the incremental procurement costs for customers subject to Involuntary Return be less than zero dollars (\$0). The amount of the Re-Entry Fees will not be subject to true-up.

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W. CCA FINANCIAL SECURITY REQUIREMENTS AND RE-ENTRY FEES REQUIREMENTS (Cont'd.)

3. Re-entry Fees For The Involuntary Return Of Customers: (Cont'd.)

- b. PG&E's demand to the CCA for payment of the Re-Entry Fees shall be made no later than sixty (60) days after the start of the Involuntary Return of CCA customers to utility procurement service.
- c. Re-Entry Fees are due and payable to PG&E within fifteen (15) days after PG&E's issuance of the demand for payment. An Involuntary Return by a CCA, and the failure of the CCA to make full payment of the Re-Entry Fees within fifteen (15) days of PG&E's demand shall entitle PG&E to immediately draw upon the defaulting CCA's financial security instrument in an amount not to exceed the Re-Entry Fees. In the event PG&E's draw on the defaulting CCA's financial security instrument results in a reduction in the posted financial security amount of another CCA (e.g., a JPA), PG&E will recalculate the financial security amount of that other CCA, and notify it to adjust its posted financial security amount if the recalculated amount is (1) more than ten percent (10%) above or below the CCA's current posted financial security amount (i.e., if the recalculated financial security amount is less than 90% or more than 110% of the posted amount), and (2) more than twenty thousand dollars (\$20,000) above or below the posted amount, in which case that CCA shall post the adjusted financial security amount within three (3) business days.
- d. The CCA is responsible for paying the Re-Entry Fees for the Involuntary Return of its customers. To the extent the CCA fails to discharge its obligation to pay the Re-Entry Fees, any Re-Entry Fees not recovered from the CCA will be recovered from the involuntarily returned CCA customers. Any Re-Entry Fees not recovered from the CCA shall be paid by the involuntarily returned CCA customers over a time period specified by PG&E, but not to exceed the Bundled Service commitment period. If PG&E subsequently recovers additional Re-Entry Fees from the CCA, a refund up to the recovered amount will be provided to the involuntarily returned CCA customers in proportion to the amount collected by PG&E. For any Re-Entry Fees not recovered from the CCA due to an Involuntary Return, PG&E will file a Tier 2 advice letter to specify PG&E's Re-Entry Fee recovery plan and schedule.

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W. CCA FINANCIAL SECURITY REQUIREMENTS AND RE-ENTRY FEES REQUIREMENTS (Cont'd.)

3. Re-entry Fees For The Involuntary Return Of Customers: (Cont'd.)

e. Service changes for the CCA's involuntarily returned customers will be as follows:

CCA service accounts will be switched to Bundled Portfolio Service, but are otherwise subject to the same rights and obligations of other CCA customer with respect to the advance notice requirements required for switching, and the minimum stay provisions in PG&E's authorized tariffs.

X. CALCULATION OF CCA FINANCIAL SECURITY REQUIREMENTS AND RE-ENTRY FEE REQUIREMENTS

The following steps shall apply for purposes of determining CCA Financial Security Requirements and Re-Entry Fees for incremental procurement costs associated with the Involuntary Return to Bundled Service of CCA customers in accordance with the methodology proposed in Joint Utilities' testimony (Ex. JU-01, Appendix E), adopted in D.18-05-022.

1. Load Forecast

Each CCA's usage, peak demand, and number of customer service accounts (collectively, the CCA's "load forecast") will be based on the most recent calendar year of historical data, unless a collaborative load forecast has been developed at least one (1) month prior to the submission date of the advice letter setting forth the financial security amounts, as described in Section W. 2. The CCA's load forecast will be established using the corresponding six (6)-month period from the most recent calendar year of historical usage (MWh) data. The CCA's monthly peak demand forecast (MW) will be established using the most recent twelve (12) months of historical monthly peaks, defined as the CCA's demand during each month's system peak hour. The CCA's customer service accounts forecast will be established using the actual number of customer service accounts to whom the CCA provided service as of the date of the forecast, unless the CCA is new and beginning service, or plans to implement a new phase of service during the 6-month forecast period, as discussed below.

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X. CALCULATION OF CCA FINANCIAL SECURITY REQUIREMENTS AND RE-ENTRY FEE REQUIREMENTS (Cont'd.)

1. Load Forecast (Cont'd.)

For a new CCA that is beginning service, unless the CCA and PG&E otherwise agree in a collaborative load forecast, the CCA Load Forecast shall be based on the default assumptions regarding the percentage of customers in the various classes that may opt out of CCA service established by the Commission and set forth in Section A.2 of PG&E's Rule 23.2 as follows:

- Bundled Service Customers – 5% for residential and 20% for non-residential customers.
- Direct Access Customers – 100% for both residential and non-residential customers.

If the CCA plans to implement a new phase of service (e.g., expanding its services to new cities or to additional customer groups within its existing service territory pursuant to its Implementation Plan) within the six (6) month forecast period, the load associated with the new phase will be included in that CCA's load forecast to determine the CCA's financial security amount. The load forecast of the new phase of service will be based on the most recent calendar year of historical data for customers service accounts in the new phase, using the default assumptions above for the new phase of service, unless a collaborative load forecast has been developed at least one (1) month prior to the submission date of the advice letter setting forth the financial security amounts that estimates the number of customer service accounts likely to be served by the CCA (e.g., contains agreed upon customer opt-out rate assumptions).

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X. CALCULATION OF CCA FINANCIAL SECURITY REQUIREMENTS AND RE-ENTRY FEE REQUIREMENTS (Cont'd.)

2. Energy Cost Forecast

To forecast incremental energy costs for the CCA financial security requirement (FSR), PG&E will use a load-weighted forward NP-15 price and to update the forward price forecast monthly. The forward prices will be obtained from Intercontinental Exchange (ICE) and will be the load-weighted¹ average of daily peak and off-peak energy prices for all trading days in Month M-1 for Months M+1 to Month M+6, inclusive, where Month M denotes the month when the financial security amount is calculated. Additionally, the IOU-specific line-loss factor specified in Resolution E-4475 is then applied to the incremental energy cost forecast.

Calculation:

- On-Peak Forecast--PF (\$/MWh) = Average of daily peak prices in month M-1 for Months M+1 to M+6, inclusive
- Off-Peak Forecast--OF (\$/MWh) = Average of daily off-peak prices in month M-1 for Months M+1 to M+6, inclusive
- On-Peak Load--PL (MWh) = Estimated CCA customers' Peak Period usage for 6 forward months
- Off-Peak Load--OL (MWh) = Estimated CCA customers' Off-Peak Period usage for 6 forward months
- Energy Cost Forecast = [(PF x PL) + (OF x OL)] x IOU-Specific Line Loss Factor

¹ Load weights will be determined based on CCA-specific on- and off-peak usage ratios. For example, if 65% of a CCA's total usage is measured during the on-peak hours, as defined in the North American Electric Reliability Corporation (NERC) Policy 1, and 35% of the CCA's total usage is measured during the off-peak hours, ICE's on- and off-peak forward prices will be multiplied by 0.65 and 0.35, respectively.

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X. CALCULATION OF CCA FINANCIAL SECURITY REQUIREMENTS AND RE-ENTRY FEE REQUIREMENTS (Cont'd.)

3. RPS Cost Forecast

In the absence of a robust index, a forward quote, or durable methodology for regularly estimating the value of a Renewable Energy Credit (REC), PG&E will use the \$10/MWh REC value adopted by the Commission in D.16-05-006 as an estimate of the incremental cost of satisfying the Renewable Portfolio Standard (RPS) requirement for the involuntarily returned CCA load. A Commission decision in the RPS Rulemaking to update or modify the \$10/MWh REC value will apply to all programs and tariffs that use the \$10/MWh REC value, including the CCA financial security requirement and Re-Entry Fee calculations. The REC value will be multiplied by PG&E's annual RPS target and by the forecast of CCA usage to determine the RPS cost forecast. Additionally, the PG&E-specific line-loss factor specified in Resolution E-4475 is then applied to the RPS cost forecast.

Calculation:

RPS Cost Forecast = REC Value (\$/MWh) x Annual RPS Target (%) x CCA Annual Usage Forecast (MWh) x IOU-Specific Line Loss Factor

4. RA Cost Forecast

In the absence of a forward quote of RA prices, PG&E will use data published in the CPUC's annual Resource Adequacy report (CPUC RA report) as an estimate of the incremental cost of procuring RA for the involuntarily returned CCA load. PG&E will multiply the CCA's local RA requirement (MW)² by the local RA VWAP (\$/kW-mo) specified in the CPUC's RA report, and to multiply the CCA's net system RA requirement (MW),³ which will include the Planning Reserve Margin (PRM) of one hundred fifteen percent (115%), by the system RA average monthly price specified in the CPUC's RA report. This result will be multiplied by six (6) to determine the RA cost forecast.

² Because the Commission-set local RA requirement for the CCA is considered confidential, PG&E will estimate this requirement by multiplying the CCA's load share (defined as the CCA's annual peak demand divided by the annual peak demand in the Transmission Access Charge (TAC) area) by the total local capacity requirement for all local areas within the utility's service territory.

³ Because the Commission-set system RA requirement for the CCA is considered confidential, PG&E will estimate this requirement by multiplying their historical average monthly peak demand by the 115% PRM.

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X. CALCULATION OF CCA FINANCIAL SECURITY REQUIREMENTS AND RE-ENTRY FEE REQUIREMENTS (Cont'd.)

4. RA Cost Forecast (Cont'd.)

Calculation:

- Local RA requirement (MW) = Annual local capacity requirement (LCR) in Transmission Access Charge (TAC) area (MW)⁴ as adopted by the Commission
- CCA load share = CCA's annual peak demand (MW) / annual peak demand in the TAC area (MW)⁵
- CCA's local RA requirement (MW) = Local RA requirement (MW) x CCA load share
- CCA's system RA requirement (MW) = Average of the CCA's monthly peak demand forecast (MW) x PRM of 115%
- CCA's net system RA requirement (MW) = (Average of the CCA's monthly peak demand forecast (MW) x PRM of 115%) – CCA's local RA requirement (MW)
- RA Cost Forecast = [(CCA's local RA requirement (MW) x Local RA VWAP (\$/kW-mo)) + (CCA's net system RA requirement x System RA VWAP (\$/kW-mo))] x 6 x 1000

⁴ Local capacity requirements include the MW requirements for all local areas within PG&E's service territory.

⁵ The CCA's annual peak demand will be established using the monthly peak demand forecast established in Step 1. The annual peak demand in the TAC area will be established using the most recent TAC Area load forecasts developed by the CEC in its Mid Demand Baseline - Mid AAEE scenario. This load share calculation is modeled off the methodology used by the Commission to allocate local capacity requirements.

(Continued)

Advice
Decision

Issued by
Robert S. Kenney
Vice President, Regulatory Affairs

Submitted
Effective
Resolution

ELECTRIC RULE NO. 23
COMMUNITY CHOICE AGGREGATION SERVICE

X. CALCULATION OF CCA FINANCIAL SECURITY REQUIREMENTS AND RE-ENTRY FEE REQUIREMENTS (Cont'd.)

5. Forecast Cost of New Procurement to Serve Involuntarily Returned CCA Customers

The Forecast Cost of New Procurement to serve involuntarily returned CCA customers for a 6-month period after an Involuntary Return is the sum of the Energy, RPS, and RA costs calculated in Sections X.2 to X.4.

Calculation:

- Forecast Cost of New Procurement = (Energy Cost Forecast + RPS Cost Forecast + RA Cost Forecast)

6. Forecast of Revenues That Will Be Collected Directly from Returned CCA Customers through Their Bundled Service Generation Rate (Forecast Revenues)

Involuntarily Returned CCA customers will be placed on BPS. A forecast of the revenues that will be collected from them through their bundled service generation rates will be developed by multiplying PG&E's system average bundled generation rate, as set in the most recent rate change filing, by the CCA's load forecast.

7. Incremental Procurement Cost Exposure

To determine the forecasted exposure to incremental procurement costs, which should be covered by the CCA's financial security instrument, subtract the Forecast Revenues from the Forecast Cost of New Procurement

Calculation:

- Incremental Procurement Cost Exposure = (Forecast Cost of New Procurement – Forecast Revenues)

(Continued)

Advice
Decision

Issued by
Robert S. Kenney
Vice President, Regulatory Affairs

Submitted
Effective
Resolution

ELECTRIC RULE NO. 23
COMMUNITY CHOICE AGGREGATION SERVICE

X. CALCULATION OF CCA FINANCIAL SECURITY REQUIREMENTS AND RE-ENTRY FEE REQUIREMENTS (Cont'd.)

8. Administrative Costs

To forecast the administrative costs for purposes of setting the financial security requirement, PG&E will use its Commission-approved re-entry service fee in a voluntary return of a CCA customer (i.e., at the customer's election) as the proxy for the utility's incremental time and material costs in the event of an involuntary return of CCA customers. This fee is detailed in PG&E's rate Schedule E-CCA.

Calculation:

- Administrative costs = Schedule E-CCA re-entry fee*[number of involuntarily returned customer service accounts]

9. CCA Financial Security Requirement

To determine the CCA financial security requirement, add the forecast Incremental Procurement Cost Exposure to the forecast Administrative Costs.

Calculation:

- CCA FSR = Incremental Procurement Cost Exposure + Administrative Cost

The financial security amount for a CCA shall be the higher of the amount determined in accordance with the steps above or the minimum financial security amount of one hundred and forty-seven thousand dollars (\$147,000).

At no time shall the sum of the administrative costs and the incremental procurement costs for involuntarily returned customers be less than zero dollars (\$0).

Advice 5354-E
August 15, 2018

Attachment 3

Acceptable form of Letter of Credit

FORM OF LETTER OF CREDIT

Issuing Bank Letterhead and Address

STANDBY LETTER OF CREDIT NO. XXXXXXXX

Date: [insert issue date]

Beneficiary: Pacific Gas and Electric Company
77 Beale Street, Mail Code B28L
San Francisco, CA 94105
Attention: Credit Risk Management

Applicant: [Insert name and address of Applicant]

Letter of Credit Amount: [insert amount]

Expiry Date: [insert expiry date]

Ladies and Gentlemen:

By order of **[insert name of Applicant]** (“Applicant”), we hereby issue in favor of Pacific Gas and Electric Company (the “Beneficiary”) our irrevocable standby letter of credit No. **insert number of letter of credit** (“Letter of Credit”), for the account of Applicant, for drawings up to but not to exceed the aggregate sum of U.S. \$ **[Insert amount in figures followed by (amount in words)]** (“Letter of Credit Amount”). This Letter of Credit is available with **[Insert name of issuing bank, and the city and state in which it is located]** by sight payment, at our offices located at the address stated below, effective immediately, and it will expire at our close of business on **[insert expiry date]** (the “Expiry Date”).

Funds under this Letter of Credit are available to the Beneficiary against presentation of the following documents:

1. Beneficiary’s signed and dated sight draft in the form of Exhibit A hereto, referencing this Letter of Credit No. **[insert number]** and stating the amount of the demand; and

2. One of the following statements signed by an authorized representative or officer of Beneficiary:

A. “[Insert name of the CCA] has returned its customers to Pacific Gas and Electric Company and Pacific Gas and Electric Company is entitled to draw under Letter of Credit No. [Insert number] amounts owed by [Insert name of the CCA] for reentry fees as defined in California Public Utilities Code Section 394.25(e).”; or

B. “Letter of Credit No. **[Insert number]** will expire in thirty (30) days or less and **[Insert name of the CCA]** has not provided replacement security acceptable to Beneficiary.

Special Conditions:

1. Partial and multiple drawings under this Letter of Credit are allowed;
2. All banking charges associated with this Letter of Credit are for the account of the Applicant;
3. This Letter of Credit is not transferable; and
4. The Expiry Date of this Letter of Credit shall be automatically extended without a written amendment for a period of one year and on each successive Expiry Date, unless at least sixty (60) days before the then current Expiry Date, we notify you by registered mail or courier that we elect not to extend the Expiry Date of this Letter of Credit for such additional period.

We engage with you that drafts drawn under and in compliance with the terms of this Letter of Credit will be duly honored upon presentation, on or before the Expiry Date (or after the Expiry Date as provided below), at our offices at **[insert issuing bank's address for drawings]**.

All demands for payment shall be made by presentation of originals or copies of documents; or by facsimile transmission of documents to **[insert fax number]**, Attention: **[insert name of issuing bank's receiving department]**, with originals or copies of documents to follow by overnight mail. If presentation is made by facsimile transmission, you may contact us at **[insert phone number]** to confirm our receipt of the transmission. Your failure to seek such a telephone confirmation does not affect our obligation to honor such a presentation.

Our payments against complying presentations under this Letter of Credit will be made no later than on the sixth (6th) banking day following a complying presentation.

Except as stated herein, this Letter of Credit is not subject to any condition or qualification. It is our individual obligation, which is not contingent upon reimbursement and is not affected by any agreement, document, or instrument between us and the Applicant or between the Beneficiary and the Applicant or any other party.

Except as otherwise specifically stated herein, this Letter of Credit is subject to and governed by the *Uniform Customs and Practice for Documentary Credits, 2007 Revision*, International Chamber of Commerce (ICC) Publication No. 600 (the "UCP 600"); provided that, if this Letter of Credit expires during an interruption of our business as described in Article 36 of the UCP 600, we will honor drafts presented in compliance with this Letter of Credit, if they are presented within thirty (30) days after the resumption of our business, and we will effect payment accordingly.

The law of the State of New York shall apply to any matters not covered by the UCP 600.

For telephone assistance regarding this Letter of Credit, please contact us at **[insert number and any other necessary details]**.

Very truly yours,

[insert name of issuing bank]

By: _____
Authorized Signature

Name: _____ **[print or type name]**

Title: _____ **[print or type title]**

[Note: All pages must contain the number of the letter of credit for identification purposes]

Exhibit A SIGHT DRAFT

TO

[INSERT NAME AND ADDRESS OF PAYING BANK]

AMOUNT: \$ _____

DATE: _____

AT SIGHT OF THIS DEMAND PAY TO THE ORDER OF PACIFIC GAS AND ELECTRIC
COMPANY THE AMOUNT OF U.S.\$ _____ (_____ U.S. DOLLARS)

DRAWN UNDER [Insert name of issuing bank] LETTER OF CREDIT NO. XXXXXX.

REMIT FUNDS AS FOLLOWS:

[Insert payment instructions]

DRAWER

BY: _____
NAME AND TITLE

Advice 5354-E
August 15, 2018

Attachment 4

Acceptable form of Surety Bond

SURETY BOND

Bond No. _____

Bond Amount: _____

Effective Date: _____

[INSERT NAME OF CCA] _____ (the
"Principal") and _____ with its principal office at
_____ and authorized to engage in the surety business in the State of California (the
"Surety"), and their heirs, executors, administrators and assigns, are jointly and severally held and firmly bound unto [INSERT
NAME OF IOU] ("Obligee"), in the amount of _____ dollars (\$ _____) lawful money of the United
States of America for the payment and performance of the obligations of Principal in accordance with an agreement or agreements
between Obligee and Principal that is or are referred to below .

WHEREAS, the Principal is entering or has entered into a written agreement with Obligee, titled [INSERT NAME OF CCA Service
Agreement], dated _____ for electrical energy services (referred to herein as the "Contract(s)"); and

WHEREAS, the Principal is obligated to post financial security for the benefit of Obligee, in accordance with the Contract(s) and for
reentry fees as defined in California Public Utilities Code Section 394.25(e)., and Obligee has agreed to accept this bond (this "Bond")
as such security.

NOW THEREFORE,

1. **Incorporation of the Contract(s):** The Contract(s) and all specifications, exhibits, attachments and amendments thereto (current and future) are incorporated herein by this reference.
2. **Payment and Liability of the Surety:** Within 20 (twenty) calendar days of receipt of a written demand from Obligee stating that Principal has returned its customers to [Insert name of the IOU] and [Insert name of the IOU] is owed amounts by [Insert name of the CCA] for reentry fees as defined in California Public Utilities Code Section 394.25(e), the Surety shall pay to Obligee all amounts then due and owing to Obligee from Principal under, or in accordance with, the Contract(s). The Obligee's statement to the Surety of the amount due and owing from the Principal shall be absolute proof of the existence and extent of the liability of the Principal and the Surety to Obligee hereunder. Except as set forth, below, in paragraph 7, the aggregate liability of the Surety under this Bond is limited to the dollar amount stated above (the "Bond Amount"), regardless of the number of years this Bond remains in force or the amount or number of claims brought against this Bond.
3. **Cancellation:** This Bond may not be cancelled or terminated by the Surety or the Principal and it shall remain in full force and effect for a period of _____ () years from the effective date stated above (the Bond Period). If this Bond is cancelled after the Bond period, the Surety shall remain liable for all obligations of the Principal under the Contract(s) that were incurred, arose or accrued prior to the date of the cancellation.
4. **Representation:** The Surety represents that it is authorized to do business in the State of California with a minimum A.M. Best rating of A-, and an unencumbered policyholders' surplus of \$100 million, which corresponds to an A.M. Best financial size category of VIII (\$100 million to \$250 million). In addition, the Surety must be listed in the "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, and U.S. Department of the Treasury. The Surety agrees to notify Obligee immediately if Surety's credit rating is decreased by A.M. Best Company or Surety can otherwise no longer make this representation.
5. **Liability Not Affected.** The Surety's liability under this Bond shall not be released, discharged or affected in any way (except as expressly provided in this bond) by any circumstances or condition (whether or not the Surety shall have knowledge thereof), including, without limitation: (i) the attempt or the absence of any attempt by the Obligee to obtain payment or performance by the Principal or any other surety or guarantor of the Principal's obligations under the Contract(s); (ii) any voluntary bankruptcy, or involuntary bankruptcy, insolvency, reorganization, arrangement, readjustment, assignment for the benefit of creditors, composition, receivership, liquidation, marshaling of assets and liabilities or similar events or proceedings with respect to the Principal (each an "Insolvency Proceeding"), or any action taken by Obligee, any trustee or receiver by any court in any such

Insolvency Proceeding; and (iii) any other circumstance which might otherwise constitute a legal or equitable discharge or defense of the Surety, except as provided under this Bond.

6. Waivers: The Surety hereby waives (i) the right, if any, to benefit from, or to direct the application of, any security provided or hypothecated to Oblige; and (ii) the right to require Oblige to proceed against the Principal, or to pursue any other remedy in Oblige's power; and the Surety agrees that Oblige may proceed against the Surety directly and independently of the Principal or any collateral available to Oblige. The Surety also agrees that any extension, forbearance, amendment, acceptance, release or substitution of security, the insolvency or bankruptcy of the Principal or any impairment or suspension of Oblige's remedies or rights against the Principal, or the cessation of the liability of the Principal for any reason other than full satisfaction and payment of the obligations shall not affect the liability of the Surety hereunder. The Surety hereby further agrees to waive any defense to its payment obligations under this Bond based on actual or alleged fraud by the Principal. The Surety hereby expressly waives and surrenders any defense to its liability under this Bond based upon any of the foregoing acts, omissions, agreements, waivers or matters. It is the purpose and intent of this Bond that the obligations of the Surety hereunder shall be absolute and unconditional under any and all circumstances, except to the extent provided in this Bond.
7. Damages and Attorney's Fees for Failure to Pay: Failure to pay the Oblige as herein provided shall cause the Principal and the Surety to be additionally liable for any and all damages, reasonable costs and expenses, including attorney's fees and legal costs and interest, incurred by the Oblige in enforcing this Bond. Such liability shall be in addition to the Bond Amount.
8. Modifications: This Bond shall remain in full force and effect and continue to apply to the Contract(s), regardless of any extension, amendment, or modification thereof agreed to by Oblige and the Principal, with or without notice to the Surety.
9. Payments to Principal: Payments by Oblige to Principal or retention of the same, in accordance with the provisions of the Contract(s), will not affect the validity of or the obligations of the Surety under this Bond.

10. Notices:

Notices to Oblige: All notices to Oblige shall be sent to:

Pacific Gas and Electric Company

Notices to Surety: All demands and notices to the Surety shall be sent to:

11. Applicable Law and Jurisdiction: This document shall be governed by and construed in accordance with the laws of the State of California, without regard to conflict of law doctrines. Any claim, action or suit regarding this Bond may be brought in a California State court or a federal court situated in the City of San Francisco, California; and the parties hereto agree to the jurisdiction of such courts.

IN WITNESS WHEREOF the Principal and the Surety have caused this Bond to be executed on their behalf by their respective duly authorized officers.

Principal: _____ [Typed Name]

Surety: _____ [Typed Name]

Signature

Signature

Name of Signer

Name of Signer

Title of Signer

Title of Signer

Date

Date

ACKNOWLEDGMENT

State of California
County of _____)

On _____ before me, _____
(insert name and title of the officer)

personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

ACKNOWLEDGMENT

State of California
County of _____)

On _____ before me, _____
(insert name and title of the officer)

personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

Advice 5354-E
August 15, 2018

Attachment 5

Acceptable form of Escrow Agreement

1 **DEPOSIT ACCOUNT AGREEMENT**

2
3 This Deposit Account Agreement (Agreement) is made by and among: (a) [INSERT NAME OF
4 CCA] (Posting Party); (b) [INSERT NAME OF BANK] (Bank); and (c) Pacific Gas and Electric
5 Company (Secured Party), each of which is a Party and all of which are Parties.
6

- 7 1. Posting Party solely owns the following account at Bank (the Deposit Account): Account
8 number _____. Additional amounts may be deposited into this account from time to
9 time.
10
11 2. Pursuant and subject to the terms of [INSERT NAME OF CCA Service Agreement], dated
12 _____ for electrical energy services and for reentry fees as provided for in
13 California Public Utilities Code Section 394.25(e), Posting Party and Secured Party intend
14 that Secured Party have a security interest in and control over the Deposit Account and all
15 money, including interest, therein.
16
17 3. Posting Party, Secured Party and Bank agree that, during the term of this Agreement, Bank
18 shall comply with the instructions originated by Secured Party directing disposition of the
19 funds in the Deposit Account and that Bank shall comply with such instructions without any
20 further consent by Posting Party. Such instructions shall be in the form of a written document
21 signed by an authorized representative of Secured Party and shall be effective upon receipt by
22 Bank. Delivery may be by facsimile. Secured Party agrees to provide contemporaneously a
23 copy of any such instruction to Posting Party; however, Bank's obligation to comply with
24 Secured Party's instructions is not conditioned upon Posting Party's receipt of a copy. Bank
25 shall comply with Secured Party's instructions within forty-eight (48) hours of receipt of the
26 same. Though Bank shall have no obligation to verify the existence of a default in honoring
27 Secured Party's instructions, Secured Party agrees that (a) it shall not draw on the funds in the
28

1 Deposit Account except if [Insert name of the CCA] has returned its customers to [Insert
2 name of the IOU] and amounts are owed by [Insert name of the CCA] for reentry fees as
3 defined in California Public Utilities Code Section 394.25(e) which shall constitute a default
4 by Posting Party under [INSERT NAME OF CCA Service Agreement], and (b) it shall instruct Bank
5 to release funds from the Deposit Account to Posting Party periodically if the amount of
6 collateral required for transactions between the Parties under for reentry fees as defined in
7 California Public Utilities Code Section 394.25(e) is less than the then-current amount in the
8 Deposit Account.
9

- 10 4. Posting Party shall pay all fees, charges, and costs to establish, maintain, and close the Deposit
11 Account. Posting Party shall also pay any taxes on interest income generated by the Deposit
12 Account and shall receive all related tax information and forms from Bank.
13
14 5. Bank shall pay interest at Bank's usual rate for such accounts on the balance in the Deposit
15 Account by crediting such interest to the account. Bank may invest the amount in the Deposit
16 Account into an institutional money market fund or into a demand deposit account at Bank
17 paying Bank's current rate of interest thereon.
18
19 6. Posting Party agrees to indemnify Bank against and hold Bank harmless from all cost,
20 liability, damages, claims, suits and expenses (including reasonable attorney's fees and costs)
21 arising from or related to Bank's release of funds from the Deposit Account to Secured Party,
22 except to the extent such cost, liability, damage, claim, suit, or expense results from Bank's
23 negligence or willful misconduct.
24
25 7. In performing its duties hereunder, Bank shall not be liable to any Party for consequential
26 damages, including, without limitation, lost profits, losses, or expenses except to the extent
27 any of the same result from Bank's negligence or willful misconduct. Bank shall not incur
28 any such liability for (a) any act or failure to act made or omitted in good faith, or (b) any

1 action taken or omitted in reliance on any instrument or written statement that Bank believes
2 in good faith to be genuine. Bank shall not be responsible for verifying the authority of any
3 person acting or purporting to act on behalf of a Party.

- 4 8. All notices and instructions entitled or required to be given under this Agreement shall be in
5 writing and shall be sent via a commercial courier service guaranteeing next-day delivery and
6

7
8
9 requiring a receipt of delivery (such as Federal Express) or by facsimile to the following
10 addresses or fax numbers:

11
12 If to Bank:

13 Contact Person:
14 Address:
15 E-Mail Address:
16 Phone:
17 Fax:

18 If to Posting Party:

19 Contact Person:
20 Address:
21 E-Mail Address:
22 Phone:
23 Fax:

24 If to Secured Party:

25 Contact Person:
26 Address:
27 E-Mail Address:
28 Phone:
Fax:

9. Bank shall act only as the holder of the Deposit Account and shall have no fiduciary duty to
Secured Party. During the term of this Agreement, Bank shall be entitled to rely on any
written instruction signed by an authorized representative of Secured Party that it reasonably

1 believes to be genuine and shall not be required to investigate the legitimacy of such written
2 instruction or the authority of the person executing the same.

3 10. Bank may resign as the holder of the Deposit Account at any time upon giving both the
4 Secured Party and Posting Party at least thirty (30) days' written notice; provided that, such
5 resignation shall not be effective until a successor Bank has accepted in writing its
6 appointment as the holder of the Deposit Account and has signed this Agreement and agreed
7 to succeed to the duties and obligations of Bank hereunder. Upon receipt by the Parties of the
8 successor bank's written acceptance, Bank shall be discharged from any further duties and
9 liability under this Agreement.
10

11 11. Any entity into which Bank may be merged or with which it may be consolidated, or any
12 entity to which Bank may transfer a substantial portion of its business of maintaining accounts
13 such as the Deposit Account, shall be the successor to Bank hereunder without the execution
14 or filing of any paper or any further act by any Party.
15

16 12. Secured Party and Bank shall not disclose the balance in the Deposit Account or any
17 associated financial information to any non-Party other than to a governmental agency or
18 authority with jurisdiction over the disclosing Party. The disclosing Party shall, if practicable,
19 immediately notify the other Parties of any request or demand to disclose before such
20 disclosure is made.
21

22 13. Bank represents and warrants to Secured Party that the Deposit Account and all agreements
23 between Bank and Posting Party related thereto are governed by the law of the State of
24 California. Bank covenants that it will not, without Secured Party's prior written consent,
25 amend those account agreements to change their governing law or to provide that secured
26 transactions relating to the Deposit Account are governed by the law of another jurisdiction
27 [see, Section 9304 of Revised UCC].
28

1 14. This Agreement is governed by the laws of the State of California.

2 15. This Agreement may only be terminated upon the written consent of the Secured Party.

3 Posting Party shall solely control the disposition of all funds in the Deposit Account as of the
4 date of termination of this Agreement.

5 16. This Agreement sets forth the entire agreement among the Parties regarding the subject matter
6 hereof and, as such, supersedes any prior and contemporaneous oral or written agreements of
7 the Parties with respect to the subject matter hereof. To the extent this Agreement conflicts
8 with the provisions of any other agreement between Bank and Posting Party, the provisions of
9 this Agreement shall control.
10

11 17. No amendment of this Agreement will be binding unless it is in writing and signed by Posting
12 Party, Bank, and Secured Party, and no waiver of any right under this Agreement will be
13 binding unless it is in writing and signed by the waiving Party.
14

15 18. The provisions of this Agreement shall be binding on and shall inure to the benefit of Bank,
16 Posting Party, Secured Party and their respective successors and permitted assigns.

17 19. Nothing in this Agreement shall be deemed to create any agency, fiduciary, joint venture, or
18 partnership relationship between or among Bank, Posting Party, and Secured Party.

19 20. This Agreement may be executed in counterparts, each of which shall be an original and all of
20 which taken together shall constitute a single instrument.
21

22 21. The effectiveness of this Agreement is conditioned on the execution of it by each Party and
23 the subsequent delivery of the signed document to the other Parties. Execution may be in
24 counterparts, and a facsimile copy shall have the same legal effect as an original. This
25 Agreement shall be effective as of the date of the last signature.
26

27 22. This Agreement shall be executed by an authorized representative of each Party.
28

BANK

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[INSERT BANK NAME]

By: _____

Name:

Title:

Date: _____

POSTING PARTY

By: _____

Name:

Title:

Date: _____

SECURED PARTY

By: _____

Name: _____

Title: _____

Date: _____

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

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