

From: [Redacted]  
Sent: 1/7/2010 5:18:56 PM  
To: 'jst@cpuc.ca.gov' (jst@cpuc.ca.gov)  
Cc: Ramaiya, Shilpa R (/o=PG&E/ou=Corporate/cn=Recipients/cn=SRRd); [Redacted]  
[Redacted]  
Bcc:  
Subject: FW: PY2002-2003 Outstanding Programs

George -

Attached is a table of outstanding programs summarizing the three points listed below. During the 2002-03 and 2004-05 program cycle, PG&E administered these programs with significant oversight from the Energy Division (ED). During Implementation of these 3P programs, ED was included in all discussions and was kept informed of all issues.

As described in our previous email, these programs have remained inactive for the last few years and PG&E would like to terminate these programs based on the "Termination for Cause" clause. PG&E would like to move forward and close out these programs and shift these funds for future disposition.

I know you have worked with [Redacted] on this in the past. She is out on leave until May. Please let us know if you have any further questions or if you would like to discuss in a call.

Thanks,

[Redacted]  
Manager, Third Party Programs  
Customer Energy Efficiency  
Pacific Gas and Electric Company  
415-973-3288

**From:** Tagnipes, George S. [mailto:JST@cpuc.ca.gov]  
**Sent:** Thursday, September 17, 2009 3:27 PM  
**To:** [Redacted]  
**Cc:** Lai, Peter; Tapawan-Conway, Zenaida G.; Ramaiya, Shilpa R; [Redacted] Olsen, Jenna; [Redacted]  
[Redacted]  
**Subject:** RE: PY2002-2003 Outstanding Programs

[Redacted]

Before Energy Division addresses this issue, could you send me a document that summarizes the following points for each program subject to Termination for Cause:

1. For the "status" of each program, a description of the steps taken by PGE to "clos[e] out these programs under the contract terms." For instance, the "status" for program 141-02 is "waiting for final report". Could you please document any steps PGE took with the implementer to get the final report submitted.

2. For each program, the amount of "funds now committed for these programs"; and

3. The total amount "unspent/uncommitted funds available for future disposition" and the portion that comes from these 5 programs.

Thank you.

George S. Tagnipes | 415.703.2451 (direct) | 415.703.2200 (facsimile) | [jst@cpuc.ca.gov](mailto:jst@cpuc.ca.gov)  
CPUC Energy Division - Energy Efficiency Section PLEASE VISIT <http://eega2006.cpuc.ca.gov>

**From:** [Redacted]  
**Sent:** Wednesday, September 16, 2009 2:09 PM  
**To:** Tagnipes, George S.  
**Cc:** Lai, Peter; Tapawan-Conway, Zenaida G.; Ramaiya, Shilpa R; [Redacted] Olsen, Jenna; [Redacted]  
**Subject:** PY2002-2003 Outstanding Programs

George -

According to our records, there are five (5) programs from the 2002-2003 Program Cycle that remain open with outstanding monthly or final reports due from the proposal sponsors. The following five programs are:

<b>Program Year</b>	<b>Local Program ID Number</b>	<b>Proposal Sponsor</b>	<b>Program Title</b>
2002-2003	172-02	Ca. Building Performance Contractors Assoc	Comprehensive Whole-House Residential Retrofit Program Monthly reports outstanding
2002-2003	234-92	CHEERS Building Department and Small Builder T24	Standards Training Monthly reports outstanding
2002-2003	174-02	Quantum Consulting The Oakland Energy Partnership	Program Monthly reports outstanding
2002-2003	177-02	State & Consumer Services Agency	Proposal for a Local K-12 Schools Energy-Efficiency Program Monthly reports outstanding
2002-2003	141-02	EGIA	A Proposal to Develop & Administer an Interest Rate Buy-Down for the Installation of High Efficiency HVAC Equipment waiting for final report

PG&E has been unsuccessful in closing out these programs under the contract terms. Over a period of several years, we have made numerous attempts to work with the Implementers to resolve their outstanding reporting issues in a timely and efficient manner. With your approval, PG&E would like to terminate these contracts under the "Termination For Cause" clause (attached below) of the contract, since they have not complied with the contract requirements. If you agree, we will work with our Law department to terminate the above programs. This will allow PG&E to close out the program orders and include the funds now committed for these programs in the amount of unspent/uncommitted funds available for future disposition.

### 17.1 Termination For Cause

If Implementer fails to perform a material term or condition of this Agreement, and fails to cure such default within 30 business days after receipt of written Notice of Default and Termination from IOU, the ALJ or IOU may declare this Agreement terminated, effective on the last day of said notice period ("Termination Date"). Subject to ALJ approval, Implementer shall be paid for all undisputed work performed prior to the Termination Date, which payment shall not be unreasonably withheld.

Grounds for termination for cause include, but are not limited, to the following situations:

- (1) the failure, refusal or inability of the Implementer to perform any material aspect of the Authorized Work in accordance with the Plan (except as specified in Section 18, "Force Majeure"); or
- (2) Implementer has become insolvent, has exhibited a pattern of failure to pay its bills, or has had checks for payment of its bills returned from suppliers and subcontractors due to insufficient funds; or
- (3) a court of law has enjoined Implementer from performing the Authorized Work; or
- (4) In the ALJ or IOU's reasonable judgment, the Authorized Work will not be completed in the specified time and the IOU has reasonably requested Implementer to take steps necessary to accomplish the required progress and completion, and Implementer has failed to do so; or
- (5) misuse of IOU's name or logo in violation of Section 9 of this Agreement.

Please let me know if you would like to discuss further in a conference call.

Thanks,  
Trinh Pham  
Sr. Program Manager  
**Pacific Gas & Electric Company**  
245 Market Street  
San Francisco, CA 94177  
(415) 972-5551  
ttp4@pge.com