

MEMORANDUM OF UNDERSTANDING
BETWEEN PACIFIC GAS AND ELECTRIC COMPANY
AND MARIN CLEAN ENERGY
REGARDING BILLING FOR ENERGY EFFICIENCY PILOTS

THIS MEMORANDUM OF UNDERSTANDING ("Agreement") is entered into as of this ___ day of January, 2014 (the "Effective Date"), by and between PACIFIC GAS AND ELECTRIC COMPANY, a California corporation ("PG&E"), and MARIN CLEAN ENERGY ("MCE"), a California joint powers authority organized pursuant to Government Code section 6500 *et seq.*

R E C I T A L S:

Whereas, MCE, formally known as Marin Energy Authority, obtained approval of the California Public Utilities Commission ("Commission") for two On Bill Repayment ("OBR") energy efficiency financing pilots in D.12-11-015 (the "OBR pilots"); and

Whereas, PG&E provides billing services to MCE pursuant to Electric Rule 23 and a Community Choice Aggregator Service Agreement (the "CCA Agreement") only for customers within the MCE service territory who did not opt out of MCE CCA service; and

Whereas, PG&E and MCE entered into an agreement, dated October 8, 2013, to provide OBR services for MCE CCA customers who elect to participate in an MCE OBR pilot; and

Whereas, the Commission's Energy Division has instructed PG&E to provide billing service to MCE for energy efficiency loans for customers within the MCE service territory who: (1) have opted out of MCE's community choice aggregation ("CCA") service and; (2) elect to participate in an MCE energy efficiency pilot without becoming MCE CCA customers; and

Whereas, PG&E has agreed to provide billing service to MCE for non-MCE customers for the limited purpose of implementing the OBR pilots; and

Whereas, the Commission has not approved funding for the information technology infrastructure changes required to implement this billing service for MCE's OBR pilots,

The parties hereby agree as follows:

1. PG&E's line item billing ("LIB") service will be used in order to bill non-MCE customers for MCE OBR pilot loan charges, provided PG&E receives Commission approval of the advice letter referenced in paragraph 3 below.

2. Loan charges for non-MCE customers would appear on the PG&E portion of a bill under the Other Program and Service Charges page, rather than on a MCE page that is included in customer bills for MCE CCA customers.

3. PG&E will file an advice letter requesting approval to shift funds from PG&E's approved financing pilots to fund the full costs of the information technology work required to prepare the LIB service for this purpose, including work required to add MCE as a vendor. The amount of funds requested will be based on PG&E's initial estimates of the billing costs, which will be provided to MCE for review. Costs incurred will be subject to standard Commission review.

4. PG&E will begin the work required for the LIB service after it receives Energy Division approval of PG&E's advice letter.

5. MCE will pay to PG&E a fee per customer bill which will equal the billing fee MCE pays to PG&E for CCA billing, as may be revised from time to time.

6. MCE agrees to utilize the existing LIB functionality as described by PG&E for MCE's OBR pilots.

7. The LIB functionality will be the sole functionality created to bill non-MCE customers for MCE's OBR pilots.

8. PG&E will provide MCE an example customer bill based on MCE's specifications for its review and approval.

9. PG&E and MCE will update the October 8, 2013 OBR Agreement after the IT work is completed and before any LIB services are provided for non-MCE customers.

10. This Agreement shall remain in place for the lesser of the approval of the Advice Letter by the Commission or 30 days after notice is provided by either party in writing of their desire to terminate.

This Agreement may be executed in identical counterpart copies, each of which shall be an original, but all of which taken together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first set forth above.

PACIFIC GAS AND ELECTRIC COMPANY, MARIN CLEAN ENERGY
a California corporation

By: _____ By: _____

Its: _____ Its: _____

