

FIRST AMENDMENT TO THE AGREEMENT BETWEEN PACIFIC GAS AND ELECTRIC COMPANY AND MARIN CLEAN ENERGY FOR ON BILL REPAYMENT FOR ENERGY EFFICIENCY PILOTS

This First Amendment to the Agreement (“Agreement”) between Pacific Gas and Electric Company (“PG&E”) and the Marin Clean Energy (“MCE”) For On Bill Repayment For Energy Efficiency Pilots (“Amendment”) is made on April __, 2014 (the “Effective Date”). All terms defined in the parties Agreement shall have the same meaning in this Amendment unless otherwise defined.

The Parties agree to amend the Agreement as follows:

WHEREAS:

- A. PG&E and Marin Energy Authority entered into an On Bill Repayment For Energy Efficiency Pilots Agreement on October 8, 2013.
- B. Marin Energy Authority changed its name to Marin Clean Energy on December 5, 2013¹.
- C. MCE has requested PG&E to bill energy efficiency loans for MCE's OBR pilots approved in D.12-11-015 for PG&E customers in the County of Marin and City of Richmond who have opted out of receiving CCA service from MCE.
- D. PG&E will also offer its Marin County and the City of Richmond customers who have opted out of receiving CCA service the opportunity to participate in MCE's OBR pilots pursuant to the Advice 4347-E filed by PG&E on January 29, 2014 ("Non-CCA Customers")

1. DEFINITIONS

(b) “Customer” - delete this definition and “MCA CCA Customer” in its entirety and replace with the following:

City “Customer” - means a MCE CCA customer or Non-CCA customer in Marin County or the City of Richmond who is a borrower pursuant to an Eligible Loan for an energy efficiency project that is included in the On Bill Repayment Billing services provided under this Agreement.

Add the following to the Definitions:

(k) “PG&E Energy Charge” - is the energy charge for PG&E energy services including transmission and distribution charges.

(l) “Non-CCA MCE OBR Procedures” - means the procedures for preparing PG&E energy bills set forth in the attached Schedule B. PG&E may modify the Non-CCA MCE OBR Procedures from time to time in its sole discretion, but any modification will not be effective and binding on MCE until MCE is advised of it.

2. ON BILL REPAYMENT BILLING SERVICES

¹ https://www.pge.com/regulation/DemandResponseOIR-2013/Pleadings/MCE/2013/DemandResponseOIR-2013_Plea_MCE_20131231_293724.pdf

2.2 Billing

(a) paragraph is deleted in its entirety and replaced as follows:

PG&E shall, on MCE's behalf, bill Customers for Loan Charges in accordance with the MCE OBR Procedures, consistent with Rule 23 and in accordance with Schedule A for MCE CCA customers and in accordance with Schedule B for non-CCA customers, where applicable. Loan Charges will be included as an additional line item on a Customer's energy bill. Loan Charges will be payable to PG&E concurrently with the payment of the other charges on Customers' monthly energy bill. The Parties agree that PG&E is not responsible for differentiating the MCE Charges from the MCE OBR charges or net-energy metering credits in remittances to MCE nor for any reconciliation of customer account balances or payments for the charges or credits. The Parties agree that for all purposes the MCE OBR service contemplated by this Agreement shall not constitute loan servicing by PG&E, and all servicing, collection, reconciliation and all enforcement obligations in respect of an Eligible Loan shall not be an obligation of PG&E and shall remain with MCE and MCE's Lender.

(c) paragraph is deleted in its entirety and replaced as follows:

PG&E will cease billing MCE's customers for Eligible Loans if: (i) the Customer fails to pay all utility bill charges when due after two billing cycles, or (ii) if PG&E or the Customer terminate the Customer's energy service at the Customer Premises; (iii) the Customer ceases to be a PG&E Customer; (iv) the CPUC directs PG&E to do so; (v) if required to comply with any law, order, or regulation. PG&E will notify MCE if any of these circumstances occurs. Any further collection and enforcement action with respect to that Eligible Loan will be the responsibility of MCE and its Lender.

2.4 MCE's Obligations

The following provisions are added to the Agreement under this section.

(g) MCE and the Lender shall be required to make all required disclosures and make periodic statements available to customers. PG&E makes no warranty related to required reporting.

2.5 Service Fee

(a) paragraph is deleted in its entirety and replaced as follows:

There are no incremental charges anticipated for the services described in this section for loan Customers. If changes to these service procedures are made, MCE shall pay to PG&E any incremental charge associated with including the Loan Charges in PG&E's bills as determined by PG&E pursuant to Electric Rule 23, Section B.14. Charges for NON-CCA customers receiving MCE OBR services shall be addressed in Schedule B.

3. WARRANTIES

The following provision is added to the Agreement under this section.

MCE represents and warrants that:

(d) PG&E may rely on instructions from MCE and its agents and PG&E is not required to verify the amount of Loan Charges or undertake any other verification or injury with respect to the transaction giving rise to the Loan Charges.

7. MISCELLANEOUS

The following provisions are added to the Agreement under this section.

7.11 Declaration of Default Under Loan Agreement

If the Participating Lender accelerates the loan repayment under the loan agreement, for an event of default or any other reason, the Lender must inform MCE and MCE must instruct PG&E to remove all Loan Charges from the bill.

7.12 Bankruptcy Petition Filed

If either PG&E or MCE is notified that a Customer files a petition for bankruptcy protection under the United States Bankruptcy Code, the respective party shall immediately inform the other party. PG&E shall remove all Loan Charges from the Bill upon such notification. The Participating Lender shall be responsible for collecting all amounts due under the Loan Agreement from the Customer.

7.13 Event of Default

PG&E may, at its option, terminate or suspend this Agreement in the event charges are added to PG&E bills not in accordance with Rule 23 Loan Charges or as authorized in the CPUC decision D1211015 for energy efficiency loans. . SCHEDULE A

This provision is to be added to the Billing and Payment Cycle provisions set forth in Schedule A.

Security Deposit: If Customer has or is required to provide a security deposit to establish or re-establish credit with PG&E in order to connect or reconnect service, the Loan Charges will not be included in the calculation of the security deposit pursuant to Rule 6. The Security Deposit and interest earned on the deposit, if any, will not apply to delinquent or current Loan Charges and Participating Lender will have no claim on or interest in the Security Deposit and interest earned on the deposit, if any.

IN WITNESS WHEREOF, this First Amendment has been duly signed by the duly authorized representatives of the Parties hereto as of the Effective Date.

Pacific Gas and Electric Company

Marin Clean Energy

By: _____

By: _____

Printed: _____

Printed: _____

Title: _____

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Date: _____

Title: _____

Date:

SCHEDULE B

MCE OBR Procedures – Non-CCA Customers

Capitalized terms are defined in the Agreement.

Preconditions for MCE OBR Service

In order for an Eligible Loan to qualify for MCE OBR service:

1. The Customer name and address must be provided to PG&E and must match the customer of record on the PG&E utility service/MCE CCA Agreement. This will be verified when a customer is enrolled into the line item billing service.
2. MCE must confirm that the loan is not in arrears at the time it is submitted for inclusion in the MCE OBR service. The customer must also be current on their PG&E bill.
3. Prior to placing the charges on the PG&E bill the Customer must sign a Customer MCE OBR Agreement, also known as the ‘Authorization to Add Loan Charges to Utility Bill’, and all attached documentation referenced in that Agreement. MCE will be responsible for providing this documentation to PG&E prior to loan charges being added to the bill.
4. MCE will provide PG&E Form 79-1147, AUTHORIZATION OR REVOCATION OF AUTHORIZATION TO RECEIVE CUSTOMER USAGE INFORMATION, to customer for signature and return to PG&E. MCE will retain a copy of the service account numbers to be used when enrolling customers.
5. PG&E will provide MCE with the Customer Bill Cycle.

Customer Enrollment

1. MCE submits data file via EDI to enroll new customers.
2. Following upload, PG&E will provide appropriate service account ids (SAID) or notification of errors, to be used when transmitting billing charges, within 3 business days of receiving accurate enrollment files.
3. MCE submits the ‘Authorization to Add Loan Charges to Utility Bill’ to PG&E by email to 3PFinancing@pge.com

Billing and Payment Cycle

1. MCE will use the customer service account id which is provided in a file after transmission of the enrollment file. The Loan Charges will be added as a line item with the details of charges..
2. MCE must submit billing data 10 calendar days prior to customer’s bill date in order to be included in the customer’s bill. Residential customer payments are generally due 21 days from the date the statement is generated. However, the customer’s payment is due 19 days from the date the bill is mailed, per Rule 11.

3. The Loan Charges will be reflected under “Other Products and Services.”
4. If a Customer makes only partial payment on a Bill, the partial payment will be applied to the following components of the Bill according to the priority of these components: a) Utility charges, which include utility service and credit establishment charges; b) Energy-related charges, which include charges based on energy consumption and tariff schedules; c) Other applicable products and services charges, which include all other services billed by the Utility such as Loan charges.
5. No overpayments or prepayments will be allowed through the utility billing system. Any overpayments made on a monthly PG&E bill will be credited against future energy charges
6. All customer payments posted by the 10th of each month will be remitted from PG&E to MCE on the 15th of each month or next business day after if the 15th falls on a weekend or holiday.
7. MCE and the Lender shall be required to make all required disclosures and make periodic statements available to customers. PG&E makes no warranty related to required reporting.

For non-MCE Customers all customers receiving MCE OBR Services:

1. If PG&E does not issue Customer a Bill because of either voluntary or involuntary termination of PG&E service, PG&E shall notify MCE within 30 days of service disconnection.
2. If PG&E is instructed by MCE via an EDI billing file to remove or reverse charges PG&E will update the charges within the Customer’s account within 3 business days. Once a customer bill statement is generated, that will be the bill issued. PG&E is not responsible for any inaccuracies of Loan Charges on bills issued that are a result of delays on EDI file transmission.
3. PG&E customer service representatives will be provided a script (in GenRef) for customers that call to ask about the loan that directs them to MCE.
4. If the Customer disputes the charges MCE may remove the loan charge if the dispute is not resolved within 10 calendar days.
5. If the PG&E account is stopped for any reason, the loan repayments on the bill will be stopped including any past due payments prior to final bill for the account being processed. MCE and its Lender will be solely responsible to collect from the Customer the remaining payments due on the Eligible Loan.
6. If a non-CCA customer with Loan Charges elects to become a CCA customer, MCE may elect to de-enroll the customer from non-CCA customer loan billing and enroll said customer in its own CCA customer loan billing.
7. MCE may be required to de-enroll the customer from OBR if the Customer fails to pay in full the entire amount due on the Bill for two or more payments.
8. Security Deposit: If Customer has or is required to provide a security deposit to establish or re-establish credit with PG&E in order to connect or reconnect service, the Loan Charges will not be included in the calculation of the security deposit pursuant to Rule 6. The Security Deposit and interest earned on the deposit, if any, will not apply to delinquent or current Loan Charges and

Participating Lender will have no claim on or interest in the Security Deposit and interest earned on the deposit, if any.

Change Management

The primary point of contact at PG&E will be the Principal Product Manager, Financing. The primary point of contact at MCE will be the Energy Efficiency Coordinator. Changes to this Schedule B must be confirmed by these individuals

From time to time, PG&E may make updates to the residential on-bill functionality. Those changes will apply to all participants. PG&E will notify MCE of any changes at least 30 days prior to implementation.

MCE OBR Fees

Advice 4347-E filed by PG&E on January 29th, 2014 and effective February 27th, 2014, requested authority to collect from MCE the same fee per bill that that MCE pays to PG&E for CCA billing, as approved by the Commission. This fee is not intended to reimburse costs from this implementation nor does it represent the actual incremental costs of providing this billing service.