



Brian K. Cherry
Vice President
Regulatory Relations

Pacific Gas and Electric Company
77 Beale St., Mail Code B10C
P.O. Box 770000
San Francisco, CA 94177

Fax: 415.973.7226

July 3, 2014

Advice 4457-E
(Pacific Gas and Electric Company ID U 39 E)

Public Utilities Commission of the State of California

Subject: Revision to Demand Response Aggregator Managed Portfolio
Agreements in Compliance With Decision 14-05-025

Purpose

The purpose of this advice letter is to comply with Ordering Paragraph ("OP") 8 of California Public Utility Commission ("CPUC" or "Commission") Decision ("D.") 14-05-025 authorizing Pacific Gas and Electric Company ("PG&E") to continue the Aggregator Managed Portfolio ("AMP") program agreements for the Demand Response Bridge funding years 2015-2016, as approved in D.13-01-024, D.13-04-026 and D.14-02-033.

Background

On May 19, 2014, the CPUC issued D.14-05-025 approving bridge funding for PG&E's Demand Response programs for 2015-2016, and also approving continuation of the AMP program agreements, as approved in D.13-01-024, D.13-04-026 and D.14-02-033. Three AMP program agreements between PG&E and the demand response aggregators have been amended to apply to PG&E's AMP program during 2015 and 2016. Two of the demand response aggregators have elected not to extend their AMP program agreements for the 2015-2016 period.

Compliance with D.14-05-025

Ordering Paragraph 8 of D.14-05-025 requires PG&E to submit a Tier 1 Advice Letter, along with copies of the 2015-2016 AMP program agreement amendments within 45 days following the issuance of the decision for approval by the CPUC. Pursuant to OP8, attached are copies of the 2015-2016 AMP program agreement amendments for three of the AMP contracts, which are consistent to those approved by the CPUC on D.13-01-024 and revised in D.13-04-026 and D.14-02-033. Each of the executed amendments contains confidential, market sensitive information for the individual aggregator involved. Therefore, PG&E is submitting the three amendments under confidential seal to the Energy Division pursuant to PUC Section 583 and D.06-06-066

(Attachment A1). A copy of the executed amendments with the confidential information redacted (Attachment A) is being provided to the parties listed below. A declaration and matrix supporting confidential treatment is found in Attachment B.

Protests

Anyone wishing to protest this filing may do so by letter sent via U.S. mail, facsimile or E-mail, no later than July 23, 2014, which is 20 days after the date of this filing. Protests must be submitted to:

CPUC Energy Division
ED Tariff Unit
505 Van Ness Avenue, 4th Floor
San Francisco, California 94102

Facsimile: (415) 703-2200
E-mail: EDTariffUnit@cpuc.ca.gov

Copies of protests also should be mailed to the attention of the Director, Energy Division, Room 4004, at the address shown above.

The protest shall also be sent to PG&E either via E-mail or U.S. mail (and by facsimile, if possible) at the address shown below on the same date it is mailed or delivered to the Commission:

Brian K. Cherry
Vice President, Regulatory Relations
Pacific Gas and Electric Company
77 Beale Street, Mail Code B10C
P.O. Box 770000
San Francisco, California 94177

Facsimile: (415) 973-7226
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 1 advice filing become effective on July 3, 2014, the date of filing.

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 service lists for Rulemaking (R.) 13-09-011, Application (A.) 12-09-004 and A.11-03-001. Address changes to the General Order 96-B service list should be directed to PG&E's email address PGETariffs@pge.com. For changes to any other service list, please contact the Commission's Process Office at (415) 703-2021 or at Process_Office@cpuc.ca.gov. Send all electronic approvals to PGETariffs@pge.com. Advice letter filings can also be accessed electronically at: <http://www.pge.com/tariffs>

Handwritten signature of Brian Cherry in cursive script.

Vice President, Regulatory Relations

Confidential Attachment:

Attachment A1: Aggregator Managed Portfolio Agreement Amendments – Confidential

Public Attachments:

Attachment A: Aggregator Managed Portfolio Agreement Amendments – Redacted

Attachment B: Confidentiality Declaration and Matrix

cc: Service Lists R.13-09-011, A.12-09-004 and A.11-03-001

CALIFORNIA PUBLIC UTILITIES COMMISSION

ADVICE LETTER FILING 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 ffi GAS

PLC HEAT WATER

Contact Person: Shirley Wong

Phone#: (415) 972-5505

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

EXPLANATION OF UTILITY TYPE

(Date Filed/ Received Stamp by CPUC)

ELC= Electric

GAS= Gas

PLC= Pipeline

HEAT= Heat

WATER= Water

Advice Letter (AL) #4457-E

Tier: 1

Subject of AL: Revision to Demand Response Aggregator Managed Portfolio Agreements in Compliance With Decision 14-05-025

Keywords (choose from CPUC listing): Compliance, Agreements, Portfolio

AL filing type: Monthly Quarterly ffi Annual ffi One-Time Other _____

If AL filed in compliance with a Commission order, indicate relevant Decision/Resolution # Decision 14-05-025

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

Summarized 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: Yes
See Attachment B, Confidentiality Declaration and Matrix.

Confidential information will be made available to those who have executed a nondisclosure agreement: Yes

Name(s) and contact information of the person(s) who will provide the nondisclosure agreement and access to the confidential information: Andrew Hoffman, (415) 973-6399

Resolution Required? Yes No

Requested effective date: July 3, 2014

No. of tariff sheets: N/A

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

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

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

Tariff schedules affected:

Service affected and changes proposed:

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

CPUC Energy Division

ED Tariff Unit

505 Van Ness Ave., 4th Floor

San Francisco, CA 94102

E-mail: EDTariffUnit@cpuc.ca.gov

Pacific Gas and Electric Company

Attn: Brian K. Cherry, Vice President, Regulatory Relations

77 Beale Street, Mail Code B10C

P.O. Box 770000

San Francisco, CA 94177

E-mail: PGETariffs@pge.com

Advice 4457-E

July 3, 2014

ATTACHMENT A

Aggregator Managed Portfolio Agreement Amendments

Redacted

SECOND AMENDMENT OF DEMAND RESPONSE AGREEMENT

This SECOND AMENDMENT OF DEMAND RESPONSE PURCHASE AGREEMENT (this "Second Amendment") is made as of the Second Amendment Effective Date (defined below), by and between Pacific Gas and Electric Company ("Buyer") and Converge, Inc., ("Seller" and collectively with Buyer, the "Parties"). Buyer and Seller are Parties to that certain Demand Response Purchase Agreement between the Parties dated August 6, 2012 (as may have been amended, modified or supplemented from time to time, the "Agreement").

RECITALS

WHEREAS, capitalized terms not defined in this Second Amendment are used in this Second Amendment as defined in the Agreement; and

WHEREAS, the Parties wish to amend the Agreement to extend the Agreement for the two year period 2015-2016 as permitted by CPUC D.14-05-025.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth in this Second Amendment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

AGREEMENT

The Agreement is hereby amended, and this Second Amendment shall be effective as of Second Amendment Effective Date, as follows:

The Parties desire to extend the existing term of the Agreement for two (2) additional calendar years. Therefore, the Parties agree as follows:

Section 1.27 of the Agreement shall be deleted in its entirety and be replaced with the following:

1.27 "Delivery Term" means the period of time from the Effective Date, and ending December 31, 2016, unless terminated sooner. The Parties agree that the Delivery Term through December 31, 2014 ("Existing Delivery Term") is a separate and distinct Delivery Term from the Delivery Term for the period January 1, 2015 through December 31, 2016 ("New Delivery Term").

Section 2.2 of the Agreement shall be deleted in its entirety and be replaced with the following:

2.2 Term and Binding Nature. The term of this Agreement is extended until December 31, 2016, provided and conditioned upon there being no default as set forth in Articles 5 and 7 in the Agreement that occurs during the Existing Delivery Term defined above as ending December 31, 2014. If the Delivery Term is terminated sooner than December 31, 2014, the Delivery Term for 2015 and 2016 will not be in effect.

Section 5.4 of the Agreement shall be deleted in its entirety and be replaced with the following to reflect the separate Delivery Terms and separate and distinct service obligations:

The System-Wide Commitment Level in MW's table in Section 3.2.1 of the Agreement shall be deleted in its entirety and replaced with the following table:

TABLE 3.2.1

Redacted

5.4 Calculation of Termination Payment. For the Existing Delivery Term from the Effective Date through December 31, 2014, the Non-Defaulting Party shall calculate the Settlement Amount as of the Early Termination Date, where the Settlement Amount shall be the dollar amount equal to twenty percent (20%) of the total aggregate amount of Monthly Capacity Payments based on Seller's most recent Commitment Level provided pursuant to Section 3.2 from the Early Termination Date through December 31, 2014.

For the New Delivery Term from January 1, 2015 through December 31, 2016, the Non-Defaulting Party shall calculate the Settlement Amount as of the Early Termination Date, where the Settlement Amount shall be the dollar amount equal to twenty percent (20%) of the total aggregate amount of Monthly Capacity Payments based on Seller's most recent Commitment Level provided pursuant to Section 3.2 from the Early Termination Date through December 31, 2016.

The Parties agree that the damages sustained by a Party due to an Event of Default would be difficult or impossible to determine, or that obtaining an adequate remedy would be reasonably time consuming or expensive and therefore agree that the payment of a Settlement Amount by a Defaulting Party to a Non-Defaulting Party shall be liquidated damages and not a penalty. The Non-Defaulting Party shall not have to enter into replacement transactions to establish a Settlement Amount.

Section 7.1 Performance Assurance shall be deleted in its entirety and replaced with the following provision:

7.1 Performance Assurance. To secure its obligations under this Agreement beginning on the Effective Date and continuing until all amounts due and owing between the Parties at the

end of the Term have been paid to the satisfaction of Buyer, Seller agrees to maintain Performance Assurance in an amount equal to the higher of (A) twenty percent (20%) of the total aggregate amount of Monthly Capacity Payments based on Seller's Commitment Level for 2013 pursuant to Section 3.2, or (B) twenty percent (20%) of the total aggregate amount of Monthly Capacity Payments based on Seller's Commitment Level provided pursuant to amounts defined in or subsequent changes following the revisions schedule designated in Section 3.2 for 2014. For 2015 and 2016, Seller agrees to maintain Performance Assurance in an amount equal to the higher of (A) twenty percent (20%) of the total aggregate amount of Monthly Capacity Payments based on Seller's Commitment Level for 2015 pursuant to Section 3.2, or (B) twenty percent (20%) of the total aggregate amount of Monthly Capacity Payments based on Seller's Commitment Level provided pursuant to amounts defined in or subsequent changes following the revisions schedule designated in Section 3.2 for the 2016 Contract Year for which the Performance Assurance is provided. Seller shall provide such Performance Assurance by the Effective Date and if needed, adjust the Performance Assurance amount pursuant to this Article 7 on or before February 1 of each Delivery Season. Seller shall provide the Performance Assurance in the form of cash, Letter of Credit, or guaranty.

Except as specifically modified and amended herein, all terms and conditions and provisions of the Agreement are and shall remain in full force and effect.


This Second Amendment will not be effective until the CPUC has approved it in a final, non-appealable order or resolution as required by Ordering Paragraph 8 of D.14-05-025. Failure to obtain CPUC approval of the Second Amendment will not relieve the Parties of the obligations under the Agreement.

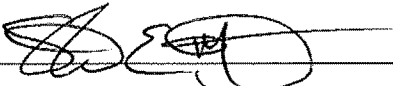
Once the Second Amendment is approved by the CPUC, the Second Amendment along with the Agreement, as amended by the First Amendment, constitutes the entire agreement between the Parties relating to the subject matter thereof and shall superseded all other prior and contemporaneous understandings or agreements, both written and oral, between the Parties relating to the subject matter thereof.

IN WITNESS WHEREOF, the Parties have caused this Second Amendment to the Agreement to be duly executed by its authorized representatives, as of the day and year written below.

COMVERGE, INC.

PACIFIC GAS AND ELECTRIC COMPANY, a California corporation

Signature: 
Name: Carlos Lamas-Babbini
Title: Program Manager, CA-C&I
Date: June 27th, 2014.

Signature: 
Name: Steven E. Matright
Title: Vice President, Customer Energy Solutions
Date: 6/30/14

SECOND AMENDMENT OF DEMAND RESPONSE AGREEMENT

This SECOND AMENDMENT OF DEMAND RESPONSE PURCHASE AGREEMENT (this "Second Amendment") is made as of the Second Amendment Effective Date (defined below), by and between Pacific Gas and Electric Company ("Buyer") and EnergyConnect, Inc., a Delaware corporation ("Seller" and collectively with Buyer, the "Parties"). Buyer and Seller are Parties to that certain Demand Response Purchase Agreement between the Parties dated August 6, 2012 (as may have been amended, modified or supplemented from time to time, the "Agreement").

RECITALS

WHEREAS, capitalized terms not defined in this Second Amendment are used in this Second Amendment as defined in the Agreement; and

WHEREAS, the Parties wish to amend the Agreement to extend the Agreement for the two year period 2015-2016 as permitted by CPUC D.14-05-025.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth in this Second Amendment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

AGREEMENT

The Agreement is hereby amended, and this Second Amendment shall be effective as of Second Amendment Effective Date, as follows:

The Parties desire to extend the existing term of the Agreement for two (2) additional calendar years. Therefore, the Parties agree as follows:

Section 1.27 of the Agreement shall be deleted in its entirety and be replaced with the following:

1.27 "Delivery Term" means the period of time from the Effective Date, and ending December 31, 2016 unless terminated sooner. The Parties agree that the Delivery Term through December 31, 2014 ("Existing Delivery Term") is a separate and distinct Delivery Term from the Delivery Term for the period January 1, 2015 through December 31, 2016 ("New Delivery Term").

Section 2.2 of the Agreement shall be deleted in its entirety and be replaced with the following:

2.2 Term and Binding Nature. The term of this Agreement is extended until December 31, 2016, provided and conditioned upon there being no default as set forth in Articles 5 and 7 in the Agreement that occur during the Existing Delivery Term defined above as ending December 31, 2014. If the Delivery Term is terminated sooner than December 31, 2014, the Delivery Term for 2015 and 2016, will not be in effect.

Section 5.4 of the Agreement shall be deleted in its entirety and be replaced with the following to reflect the separate Delivery Terms and separate and distinct service obligations:

5.4 Calculation of Termination Payment. For the Existing Delivery Term from the Effective Date through December 31, 2014, the Non-Defaulting Party shall calculate the Settlement Amount as of the Early Termination Date, where the Settlement Amount shall be the dollar amount equal to twenty percent (20%) of the total aggregate amount of Monthly Capacity Payments based on Seller's most recent Commitment Level provided pursuant to Section 3.2 from Early Termination Date through December 31, 2014.

For the New Delivery Term from January 1, 2015 through December 31, 2016, the Non-Defaulting Party shall calculate the Settlement Amount as of the Early Termination Date, where the Settlement Amount shall be the dollar amount equal to twenty percent (20%) of the total aggregate amount of Monthly Capacity Payments based on Seller's most recent Commitment Level provided pursuant to Section 3.2 from Early Termination Date through December 31, 2016.

The Parties agree that the damages sustained by a Party due to an Event of Default would be difficult or impossible to determine, or that obtaining an adequate remedy would be reasonably time consuming or expensive and therefore agree that the payment of a Settlement Amount by a Defaulting Party to a Non-Defaulting Party shall be liquidated damages and not a penalty. The Non-Defaulting Party shall not have to enter into replacement transactions to establish a Settlement Amount."

The System-Wide Commitment Level in MW's table in Section 3.2.1 of the Agreement shall be deleted in its entirety and replaced with the following table:

TABLE 3.2.1

Redacted

Section 7.1 Performance Assurance shall be deleted in its entirety and replaced with the following provision:

7.1 Performance Assurance. To secure its obligations under this Agreement beginning on the Effective Date and continuing until all amounts due and owing between the Parties at the end of the Term have been paid to the satisfaction of Buyer, Seller agrees to maintain Performance Assurance in an amount equal to the higher of (A) twenty percent (20%) of

EXECUTION COPY

the total aggregate amount of Monthly Capacity Payments based on Seller's Commitment Level for 2013 pursuant to Section 3.2, or (B) twenty percent (20%) of the total aggregate amount of Monthly Capacity Payments based on Seller's Commitment Level provided pursuant to amounts defined in or subsequent changes following the revisions schedule designated in Section 3.2 for 2014. For 2015 and 2016, Seller agrees to maintain Performance Assurance in an amount equal to the higher of (A) twenty percent (20%) of the total aggregate amount of Monthly Capacity Payments based on Seller's Commitment Level for 2015 pursuant to Section 3.2, or (B) twenty percent (20%) of the total aggregate amount of Monthly Capacity Payments based on Seller's Commitment Level provided pursuant to amounts defined in or subsequent changes following the revisions schedule designated in Section 3.2 for the 2016 Contract Year for which the Performance Assurance is provided. Seller shall provide such Performance Assurance by the Effective Date and if needed, adjust the Performance Assurance amount pursuant to this Article 7 on or before February 1 of each Delivery Season. Seller shall provide the Performance Assurance in the form of cash, Letter of Credit, or guaranty.

Except as specifically modified and amended herein, all terms and conditions and provisions of the Agreement are and shall remain in full force and effect.

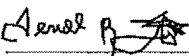
This Second Amendment will not be effective until the CPUC has approved it in a final, non-appealable order or resolution as required by Ordering Paragraph 8 of D.14-05-025. Failure to obtain CPUC approval of the Second Amendment will not relieve the Parties of the obligations under the Agreement.

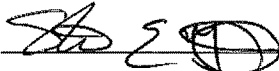
Once the Second Amendment is approved by the CPUC, the Second Amendment along with the Agreement, as amended by the First Amendment, constitutes the entire agreement between the Parties relating to the subject matter thereof and shall supersede all other prior and contemporaneous understandings or agreements, both written and oral, between the Parties relating to the subject matter thereof.

IN WITNESS WHEREOF, the Parties have caused this Second Amendment to the Agreement to be duly executed by its authorized representatives, as of the day and year written below.

ENERGYCONNECT, INC., a Delaware corporation

PACIFIC GAS AND ELECTRIC COMPANY, a California corporation

Signature: 
Name: Terrill Laughton
Title: Vice President
Date: Jun 26, 2014

Signature: 
Name: Steven E. Malnight
Title: Vice President, Customer Energy Solutions
Date: 6/30/14

EXECUTION COPY

SECOND AMENDMENT OF DEMAND RESPONSE AGREEMENT

This SECOND AMENDMENT OF DEMAND RESPONSE PURCHASE AGREEMENT (this "Second Amendment") is made as of the Second Amendment Effective Date (defined below), by and between Pacific Gas and Electric Company ("Buyer") and EnerNOC, Inc., a Delaware corporation ("Seller" and collectively with Buyer, the "Parties"). Buyer and Seller are Parties to that certain Demand Response Purchase Agreement between the Parties dated August 8, 2012 (as may have been amended, modified or supplemented from time to time, the "Agreement").

RECITALS

WHEREAS, capitalized terms not defined in this Second Amendment are used in this Second Amendment as defined in the Agreement; and

WHEREAS, the Parties wish to amend the Agreement to extend the Agreement for the two year period 2015-2016 as permitted by CPUC D.14-05-025.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth in this Second Amendment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

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TABLE 3.2.1

Redacted

**TABLE 3.2.1
(cont'd)**

Redacted

Redacted

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- 7.1 Performance Assurance. To secure its obligations under this Agreement beginning on the Effective Date and continuing until all amounts due and owing between the Parties at the end of the Term have been paid to the satisfaction of Buyer, Seller agrees to maintain Performance Assurance in an amount equal to the higher of (A) twenty percent (20%) of the total aggregate amount of Monthly Capacity Payments based on Seller's Commitment Level for 2013 pursuant to Section 3.2, or (B) twenty percent (20%) of the total aggregate amount of Monthly Capacity Payments based on Seller's Commitment Level provided pursuant to amounts defined in or subsequent changes following the revisions schedule designated in Section 3.2 for 2014. For 2015 and 2016, Seller agrees to maintain Performance Assurance in an amount equal to the higher of (A) twenty percent (20%) of the total aggregate amount of Monthly Capacity Payments based on Seller's Commitment Level for 2015 pursuant to Section 3.2, or (B) twenty percent (20%) of the total aggregate amount of Monthly Capacity Payments based on Seller's Commitment Level provided pursuant to amounts defined in or subsequent changes following the revisions schedule designated in Section 3.2 for the 2016 Contract Year for which the Performance Assurance is provided. Seller shall provide such Performance Assurance by the Effective Date and if needed, adjust the Performance Assurance amount pursuant to this Article 7 on or before February 1 of each Delivery Season. Seller shall provide the Performance Assurance in the form of cash, Letter of Credit, or guaranty.

Except as specifically modified and amended herein, all terms and conditions and provisions of the Agreement are and shall remain in full force and effect.

This Second Amendment will not be effective until the CPUC has approved it in a final, non-appealable order or resolution as required by Ordering Paragraph 8 of D.14-05-025. Failure to obtain CPUC approval of the Second Amendment will not relieve the Parties of the obligations under the Agreement.

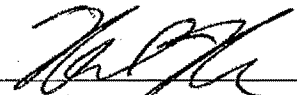
Once the Second Amendment is approved by the CPUC, the Second Amendment along with the Agreement, as amended by the First Amendment, constitutes the entire agreement between the Parties relating to the subject matter thereof and shall supersede all other prior and contemporaneous understandings or agreements, both written and oral, between the Parties relating to the subject matter thereof.

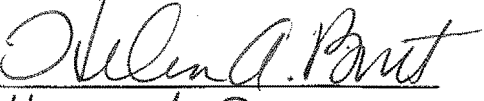
IN WITNESS WHEREOF, the Parties have caused this Second Amendment to the Agreement to be duly executed by its authorized representatives, as of the day and year written below.

EXECUTION COPY

ENERNOC., a Delaware corporation

PACIFIC GAS AND ELECTRIC
COMPANY, a California corporation

Signature: 
Name: Neil Moses
Title: COO, CFO
Date: 6/23/14

Signature: 
Name: Helen A. Burt
Title: SVP ; Chief Customer Officer
Date: 6/30/2014

Advice 4457-E

July 3, 2014

ATTACHMENT B
Confidentiality Declaration and Matrix

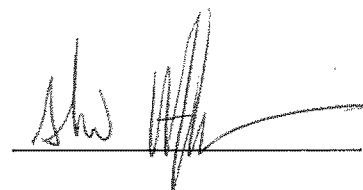
**DECLARATION OF ANDREW HOFFMAN IN SUPPORT OF ADVICE LETTER 4457-E TO EXTEND
AGGREGATOR MANGED PORTFOLIO (AMP) CONTRACTS PURSUANT TO D.14-05-025**

I, ANDREW HOFFMAN, declare as follows:

1. I am the Manager for PG&E's Core Demand Response (DR) Programs. I have held that position since I joined PG&E in 2012. My responsibilities in that position include the overall administration of PG&E's demand response programs, which include the Aggregator Managed Portfolio (AMP), Capacity Bidding Program (CBP), Demand Bidding Program (DBP), Base Interruptible Program (BIP), SmartAC™, Optional Binding Mandatory Curtailment Program (OBMC), and Scheduled Load Reduction Program (SLRP). For those programs, which account for over 600 MW of demand response capacity, I have overall responsibility for contract and tariff administration, internal and customer communications. I also support PG&E's DR regulatory and product development efforts. As noted above, I am responsible for the AMP program and contracts and their extension into the 2015-16 bridge period.
2. Based on my knowledge and experience, I make this declaration seeking confidential treatment of the Second Amendments (Second Amendment) to PG&E's Aggregator Managed Demand Response Agreements (AMP Agreements). With the Second Amendment, PG&E is seeking Commission approval to extend the AMP agreements as authorized by the California Public Utilities Commission in D.14-05-025.
3. PG&E is seeking confidential treatment of the number of MW in each of the Second Amendments. Based on my knowledge and experience from working with PG&E's demand response aggregators, I make this declaration to state that both PG&E and the aggregators consider the MW Commitment Levels in the Second Amendment, Table 3.2.1, to be confidential, potentially sensitive information, which should be protected and not subject to public disclosure. The material PG&E is seeking to protect constitutes information that should be protected under Public Utilities Code § 583 and General Order 66-C. Finally, PG&E states that: (1) the information is not already public; and (2) the data cannot be aggregated, redacted, summarized or otherwise protected in a way that allows partial disclosure. The information is further entitled to confidential treatment as within Category VII.E, New non-utility affiliated bilateral contracts, of the Appendix 1 (IOU Matrix) attached to D. 06-06-066.
4. I have personal knowledge of the matters set forth herein, and could and would competently testify truthfully thereto.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct to the best of my knowledge.

Executed this 3rd day of July 2014 at San Francisco, California.

A handwritten signature in black ink, appearing to read 'shw' followed by a stylized flourish, positioned above a horizontal line.

Andrew Hoffman

PACIFIC GAS AND ELECTRIC COMPANY
Advice Letter 4457-E
July 3, 2014

IDENTIFICATION OF CONFIDENTIAL INFORMATION

Redaction Reference	1) The material submitted constitutes a particular type of data listed in the Matrix, appended as Appendix 1 to D.06-06-066 (Y/N)	2) Which category or categories in the Matrix the data correspond to:	3) That it is complying with the limitations on confidentiality specified in the Matrix for that type of data (Y/N)	4) That the information is not already public (Y/N)	5) The data cannot be aggregated, redacted, summarized, masked or otherwise protected in a way that allows partial disclosure (Y/N)	PG&E's Justification for Confidential Treatment	Length of Time
Document: Attachment A1							
Table 3.2.1 System Wide Commitment Level	Y	Section VII.E	Y	Y	Y	This section contains the number of MW in each of the Second Amendments. PG&E and the aggregators consider the MW Commitment Levels in their Second Amendment, Table 3.2.1 to be confidential, potentially sensitive information, which should be protected and not subject to public disclosure.	For information covered under Second Amendment, Table 3.2.1 remain confidential for three years from date contract states deliveries to begin; or until one year following expiration, whichever comes first.

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

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City of Palo Alto	Los Angeles County Integrated Waste Management Task Force	Sun Light & Power
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County of Tehama - Department of Public Works	McKenzie & Associates	Utility Power Solutions
Crossborder Energy	Modesto Irrigation District	Utility Specialists
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