



**Pacific Gas & Electric Company
Agreement for Schedule E-POBMC**

- Distribution:
- Customer
 - Division
 - T&C
 - Cust. Actg.
 - Elec. Supply

- Reference:
- Elect. SA-ID _____
 - Premises No. _____
 - Control No. _____
 - Acct. Rep. _____
 - Rep. Ph. No. _____
 - Circuit No. _____

_____, a(n) _____ (Applicant), and Pacific Gas and Electric Company, a California Corporation (the Company or PG&E), hereby agree to the following supplemental terms and conditions:

1. **RATE SCHEDULE:** Applicant must qualify for and receive service to Applicant's premises under an applicable PG&E Rate Schedule. Additionally, Applicant is subject to the provisions of Schedule E-POBMC, which is attached hereto and made a part hereof as Attachment A and any other applicable Company Electric Rate Schedule(s).
2. **PLAN OPERATION:** Applicant agrees to operate its Pilot Optional Binding Mandatory Curtailment (POBMC) Plan upon each and every notice from the Company for the entire duration of the Rotating Outage (RO).
3. **APPLICANT RESPONSIBILITIES:** Upon notice from the Company, Applicant is responsible for reducing its load such that the load on the entire circuit or dedicated substation serving the Applicant is at or below the required Maximum Load Level (MLL). Load reductions must be achieved as quickly as possible but no later than 15 minutes after the Applicant receives notification from PG&E. If Applicant's POBMC Plan is submitted for a group of customers on a particular circuit, Applicant is the lead customer for the POBMC Plan and shall guarantee the load reductions required to reach the MLLs and pay for all non-compliance penalties. Applicant is responsible for working and coordinating with the non-lead customer(s) on the circuit and representing the non-lead customers for the purposes of the POBMC Plan.
4. **PARTICIPATION IN CAPACITY INTERRUPTIBLE PROGRAMS:** Applicant may participate in a capacity interruptible program such as the Base Interruptible Program offered under Schedule E-BIP, provided the program requires the reduction of load to a pre-established firm service level and Applicant is the only customer on the circuit. The Applicant shall not participate in the California Independent System Operator's (CAISO) Demand Relief Program (DRP) or in a PG&E program that aggregates load for the CAISO's DRP. The Applicant may participate in a demand bidding program such as the program offered under Schedule E-DBP or the CPA DRP but shall not be paid for any load reductions occurring during a POBMC operation.
5. **POBMC PLAN NOT A GUARANTEE:** A POBMC Plan is not a guarantee against Applicant being subject to a rotating outage. Daily and emergency switching may cause the circuit to become subject to rotating outages. Applicant may not receive advance notice from the Company of such a rotating outage. Additionally, a POBMC Plan is applicable only to electrical emergencies requiring a rotating outage and it does not prevent Applicant from being subject to outages caused by other load shedding schemes.

PG&E will make reasonable efforts to notify Applicant of circuit changes other than short-term or emergency circuit changes.

Pursuant to Electric Rule 14, the Company does not guarantee continuity or sufficiency of supply and will not be liable for interruption or shortage or insufficiency of supply.

6. CIRCUIT AGGREGATION: Applicant may aggregate the load of two circuits for the purposes of participating in the POBMC program if Applicant has a single tax payer identification number and provided: (a) Applicant is the lead customer for both circuits; (b) Applicant has the ability to achieve required load reductions on the total load for the circuits; (c) Applicant agrees to achieve required load reductions on individual circuits subject to the aggregation as required by PG&E or the CAISO in response to geographic area constraints; and (d) Applicant commits that it has not, and will not, receive any payment from any customer on any POBMC or Schedule E-OBMC circuit for any action related to the POBMC or Schedule E-OBMC programs. All provisions of this agreement and Schedule E-POBMC applicable to individual POBMC plans shall apply to the aggregated POBMC Plan.
7. ANNUAL REVIEW: Applicant must update the POBMC Plan by March 15 of each year and confirm with the Company any changes to the previous version. Should Applicant fail to update the POBMC Plan by March 15 this agreement will be terminated.
8. PARTICIPATION IN POBMC PLAN: The Applicant's POBMC Plan may become invalid over time due to circuit rearrangements or load additions, which result in the MLLs becoming unachievable. Therefore, the Applicant is not guaranteed the ability to participate in a POBMC Plan.
9. APPLICANT INFORMATION: Applicant's POBMC Plan must include the minimum information contained in the POBMC Plan Template, which is attached hereto as Appendix A. Applicant's POBMC Plan must include the Applicant's name, PG&E account number, electric rate schedule, service address, mailing address, and contact information including contact name, e-mail address, and alphanumeric pager and facsimile numbers. Applicant's POBMC Plan must also include non-lead customer information including name(s), PG&E account number(s), service address(es), mailing address(es) and contact information.

The Applicant's POBMC Plan shall include Applicant's load reduction plan that has been reviewed and approved by the Company. The load reduction plan shall indicate the specific quantifiable measures to be used by the Applicant and non-lead customers to reduce load to or below each MLL. The load reduction plan must include the load reduction measures to be utilized during different time periods of the year to achieve the required load reductions when seasonal load profile changes occur. Applicant is responsible for preparing and maintaining the load reduction plan.

10. BASELINE LOAD AND BASELINE ADJUSTMENT: The baseline load for the dedicated substation or PG&E circuit that provides service to the customer(s) is equal to the average recorded hourly usage amount (if available) for the same hours as the POBMC operation hours on the immediate past ten (10) similar days, either business days or weekends and holidays, excluding days when the customer was paid to reduce load under Schedule E-DBP and days when the POBMC program operated. The adjusted baseline for calculating the Maximum Load Levels for each hour of a curtailment event is determined by applying the adjustment amount to the 10-similar day baseline. The adjustment amount is equal to the average hourly circuit demand over the most recent 4-hour period immediately prior to the initial curtailment notice, excluding periods when a POBMC curtailment occurred, minus the average hourly 10-similar day baseline for the circuit over the same 4-hour period. Applicant is responsible to determine the applicable baseline adjustment amount at the time of the POBMC curtailment. The Company will only be responsible for determining the applicable baseline adjustment amount following each curtailment event for the purpose of evaluating customer compliance with the curtailment. Each calendar year the Applicant may exclude the following periods from the 10-day baseline: (a) a period of 15 calendar days designated in advance both for ramp-up and ramp-down of operations during which period the baseline will be the hourly average circuit load for the most recent prior day; (b) up to 10 days as determined by the Applicant and designated in advance to accommodate conditions in the Applicant's operations that affect the 10-day baseline; and (c) up to two days as determined by the Applicant where unplanned outages or other events cause the circuit load to deviate substantially from normal conditions.

The Applicant shall provide a minimum of 10 calendar days prior notice to the Company when exercising option (a); a minimum of 7 calendar days prior notice to the Company when exercising option (b); and notice to the Company within one calendar day after the outage or event when exercising option (c). The Company in written or e-mail format within the specified time frames must receive applicant requests for the above exclusions or the requested exclusion will not be allowed. If Applicant requests an operation ramp-up period under option (a) above Applicant must also specify a commensurate operation ramp-down period occurring within one year of the ramp-up period. The 10-day baseline following the ramp-down period must be reduced a minimum of 25% from the 10-day baseline immediately prior to the ramp-down period. If Applicant fails to achieve a 25% reduction in the 10-day baseline following a ramp-down period Applicant will not be allowed future operation ramp-up periods for two years following the ramp-up period.

11. MAXIMUM LOAD LEVELS: Maximum Load Levels (MLLs) are established by the Company corresponding to each of the 5, 10, and 15 percent load reduction levels.

The following methodology shall apply when a) Applicant is not participating in a capacity interruptible program, b) Applicant is participating in a capacity interruptible program and Applicant's adjusted baseline is less than Applicant's capacity interruptible program firm service level (FSL), and c) Applicant is participating in a capacity interruptible program and Applicant has met their monthly or annual curtailment obligation under that program:

The MLL for the 5 percent load reduction is equal to the product of the adjusted baseline times 0.95.

The MLL for the 10 percent load reduction is equal to the product of the adjusted baseline times 0.90.

The MLL for the 15 percent load reduction is equal to the product of the adjusted baseline times 0.85.

The following methodology shall apply when Applicant is participating in a capacity interruptible program and Applicant has not met their monthly or annual curtailment obligation under that program and Applicant's FSL under the capacity interruptible program is less than Applicant's adjusted baseline:

The MLL for the 5 percent load reduction is equal to the product of the FSL times 0.95.

The MLL for the 10 percent load reduction is equal to the product of the FSL times 0.90.

The MLL for the 15 percent load reduction is equal to the product of the FSL times 0.85.

If Applicant is participating in a capacity interruptible program and completes the monthly or annual capacity interruptible program curtailment obligation during a concurrent POBMC curtailment Applicant must continue to curtail from the lower of the FSL or POBMC adjusted baseline until the conclusion of the POBMC curtailment.

12. MEASURING EQUIPMENT TO VERIFY COMPLIANCE: Where the Applicant is on a dedicated circuit, compliance shall be determined from a telephone-accessible electric revenue interval meter or real-time metering system that can be read remotely by the Company's meter reading systems. Direct Access Applicants are required to allow the Company telephone access to its electric revenue meter for the purposes of determining POBMC operation compliance. Where the existing meter is non-interval or is not compatible with the Company's current remote-access meter reading systems, the customer is required to pay for the installation of an interval meter or other required equipment. For bundled service applicants, or direct access applicants who elect to have the Company install the equipment, Electric Rule 2 shall apply. Where a meter is not currently being read via telephone, the Applicant shall coordinate and pay for the installation, and pay all ongoing costs of such necessary telephone equipment and service. The POBMC Plan shall not be approved by the Company until such

metering has been installed and the data is able to be collected remotely or until the Company is able to access the customer-owned meter.

Where the Applicant is served from a PG&E or Applicant owned substation, or is not on a dedicated circuit, or if the POBMC Plan includes a group of customers, compliance for the circuit or dedicated substation shall be determined from electronic recording equipment located in the PG&E substation. Where the circuit does not have electronic recording equipment to monitor its loads, the Applicant shall pay for the installation of the equipment as Special Facilities pursuant to Electric Rule 2. The POBMC Plan shall not be approved by the Company until such electronic recording equipment has been installed, made operational and the recorded load data accessible via telephone.

In addition to the metering equipment required to verify compliance, Applicant must provide real-time metering equipment at their expense such that the Applicant can monitor loads in real-time for the purpose of determining the POBMC baseline adjustment amount.

13. FAILURE TO COMPLY AND NON-COMPLIANCE PENALTIES: Failure to meet the MLLs established by a POBMC Plan within 15 minutes of notification by the Company shall result in a non-compliance penalty for the Applicant. The non-compliance penalty shall be equal to \$6.00 per KWH times the average total load on the applicable circuit less the required MLL, as measured during each half-hour of the RO. Failure to pay these penalties may result in termination of electric service pursuant to Electric Rule 11. The Company shall, without liability, terminate any POBMC Plan immediately for failure to reduce circuit load levels to within five (5) percent of the required load reduction for the entire duration of the RO for a second time during a twelve (12) month period. Such termination shall occur if the Applicant and non-lead customers bound by the POBMC Plan have not met or are unable to meet the load relief criteria specified therein. If a POBMC Plan is terminated for non-compliance, participants in the plan shall not be permitted to participate in a POBMC Plan or Schedule E-OBMC for a period of five (5) years from the date of termination.
14. TERM OF AGREEMENT AND TERMINATION OF AGREEMENT: This POBMC Agreement shall have an initial term of one (1) year but may be extended from year to year, after annual review, with the written approval of the Company. The annual term shall commence upon the effective start date specified in the Company approval letter.

Except as specified in Section 13 above, the Applicant or the Company may terminate the POBMC Plan upon thirty (30) days' written notice prior to the end of the agreement term. If the Applicant or the Company terminates the POBMC Plan, the Applicant shall not be party to a subsequent POBMC Plan or participate in Schedule E-OBMC for a period of at least twelve (12) months. Upon termination, regardless of the cause, the circuit will be assigned a Rotating Outage Block (ROB), which may or may not be the same as when the POBMC Plan was initiated.

This POBMC Agreement shall terminate no later than the termination date of Schedule E-POBMC.

15. INSTALLATION OF FACILITIES: Applicant hereby grants to the Company permission to furnish, install, operate and maintain upon the property of Applicant, such facilities as the Company deems necessary for its performance under this Agreement including any work incident to rendering service under this Agreement. All facilities installed pursuant to this license shall be and remain the property of the Company. This license shall expire coincident with the expiration or termination of this Agreement and the Company shall have a reasonable period of time to remove facilities installed pursuant to this Agreement and license.
16. INDEMNIFICATION: The Applicant shall indemnify and hold harmless the Company against any and all claims or liabilities for losses, expenses, damage to property, injury to or death of any person or any other liability incurred by the Company, including reasonable expenses, legal and otherwise, caused wholly or in part by modifications to the POBMC program, circuit configuration, circuit loading, or operational conditions associated with rotating outages or

other circuit outages or interruptions. This indemnification shall only be inapplicable where the loss, damage, injury, or expense arises out of the sole negligence or willful misconduct of the Company.

17. ASSIGNMENT: Applicant may assign this Agreement only if the Company consents in writing and only if the party to whom the Agreement is assigned is otherwise eligible to take service under Schedule POBMC and agrees in writing to perform the obligations of Applicant hereunder and to be bound by this Agreement in all respects.
18. COMMISSION JURISDICTION: This Agreement shall be subject to all of the Company's tariff schedules on file with and authorized by the California Public Utilities Commission (Commission) and shall at all times be subject to such changes or modifications as the Commission may direct from time to time in the exercise of its jurisdiction.
19. OBMC PARTICIPATION: This agreement shall cancel and supercede the OBMC agreement between PG&E and _____ signed _____.

Executed this ____ day of _____, 200_.

_____ Applicant	_____ PACIFIC GAS AND ELECTRIC COMPANY
By: _____ Signature	By: _____ Signature
_____ (Type or print name)	_____ (Type or print name)
Title: _____	Title: _____

Attachment A: Schedule E-POBMC – Pilot Optional Binding Mandatory Curtailment Plan

Appendix A: Pilot Optional Binding Mandatory Curtailment Plan Template

Appendix A

Agreement for Schedule E-POBMC

Pilot Optional Binding Mandatory Curtailment Plan Template

1. LEAD CUSTOMER INFORMATION:

- Name of customer: _____
- PG&E Account Number: _____
- Electric rate schedule: _____
- Service address: _____
- Mailing address: _____
- E-mail address: _____
- Contact information (Note: contact must have backup coverage plans to ensure continuous ability to be contacted at the numbers listed below):
 - Name of primary contact: _____
 - Primary contact telephone number: _____
 - Alpha-numeric pager address: _____
 - Facsimile number _____
 - Name of secondary contact: _____
 - Secondary contact telephone number: _____
 - Alpha-numeric pager address: _____

2. NON-LEAD CUSTOMER INFORMATION (if applicable):

- Name of customer no. 2: _____
- PG&E Account Number: _____
- Service address: _____
- Mailing address: _____
- E-mail address: _____
- Contact information:
 - Telephone number: _____
 - Alpha-numeric pager address: _____
 - Facsimile number _____

- Name of customer no. 3: _____
- PG&E Account Number: _____
- Service address: _____
- Mailing address: _____
- E-mail address: _____
- Contact information:
 - Telephone number: _____
 - Alpha-numeric pager address: _____
 - Facsimile number _____

Appendix A (Continued)

3. CUSTOMER LOAD REDUCTION PLAN:

List the specific quantifiable measures to be used to reduce load to or below each MLL during the specified season, time of year, production cycle, etc.: _____

MLL	Curtailment Measures:	Load Reduction Achievable for each Curtailment Measure, MW
5%		
10%		
15%		

List the specific quantifiable measures to be used to reduce load to or below each MLL during the specified season, time of year, production cycle, etc.: _____

MLL	Curtailment Measures:	Load Reduction Achievable for each Curtailment Measure, MW
5%		
10%		
15%		

4. Specify the metering equipment (e.g. telephone-accessible PG&E interval meter) that will be used to verify compliance with load reductions:

5. Specify the real-time metering equipment Applicant will utilize for the purpose of determining the POBMC baseline adjustment amount:
