

## PUBLIC UTILITIES COMMISSION

505 VAN NESS AVENUE  
SAN FRANCISCO, CA 94102-3298

March 2, 2007

Advice Letter 2953-E

Rose de la Torre  
Pacific Gas & Electric  
77 Beale Street, Room 1088  
Mail Code B10C  
San Francisco, CA 94105Subject: Revisions to Electric Tariffs in Compliance with D. 06-11-049, Modifying  
Demand Response Programs in 2007

Dear Ms. de la Torre:

Advice Letter 2953-E is effective January 15, 2007. A copy of the advice letter is returned  
herewith for your records.

Sincerely,

A handwritten signature in black ink, appearing to read "Sean H. Gallagher".

Sean H. Gallagher, Director  
Energy Division

|                             |               |
|-----------------------------|---------------|
| <b>REGULATORY RELATIONS</b> |               |
| M Brown Tariffs Section     | D Poster      |
| R Dela Torre                | M Hughes      |
| B Lam                       |               |
| MAR 12 2007                 |               |
| Return to _____             | Records _____ |
|                             | File _____    |
| cc to _____                 |               |



**Brian K. Cherry**  
Vice President  
Regulatory Relations

77 Beale Street, Room 1087  
San Francisco, CA 94105

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Mail Code B10C  
Pacific Gas and Electric Company  
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December 15, 2006

**Advice 2953-E**

(Pacific Gas and Electric Company ID U 39 E)

**Subject: Revisions to Electric Tariffs in Compliance with Decision 06-11-049, Modifying Demand Response Programs in 2007**

Public Utilities Commission of the State of California

Pacific Gas and Electric Company (PG&E) hereby submits for filing revisions to its electric tariffs. The affected tariff sheets are listed on the enclosed Attachment I.

**Purpose**

In compliance with Commission Decision (D.) 06-11-049, PG&E proposes revisions to the following electric rate schedules: (1) E-CPP – *Critical Peak Pricing (CPP)*, (2) E-DBP – *Demand Bidding Program (DBP)*, (3) E-BIP – *Base Interruptible Program (BIP)*, (4) E-3 – *Statewide Pricing Pilot (SPP)*, and (5) E-BEC – *Business Energy Coalition (BEC)*.<sup>1</sup>

**Background**

In response to the July 2006 heat storm, Commission President Peevey issued an Assigned Commissioner's Ruling (ACR) on August 9 that expressed concern about the investor-owned utilities' (IOUs') ability to avoid rolling outages in the event of a reoccurrence of similar system conditions. The ACR ordered the IOUs to redouble their efforts to enhance their DR capability and required the IOUs to file by August 30, 2006 proposed program augmentations and improvements. Decision 06-11-049 approved new demand response programs and program enhancements for the IOUs and required compliance filings with tariff modifications within 15 days of the effective date of the Decision.

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<sup>1</sup> Ordering Paragraph 2, D.06-11-049, states, "PG&E, SCE and SDG&E shall, within 15 days of the effective date of this order, file tariffs in compliance with this order."

### **Proposed Tariff Revisions**

To comply with D.06-11-049, PG&E proposes revisions to the following rate schedules to be effective January 15, 2007:

- E-CPP – Critical Peak Pricing – PG&E modifies the CPP to eliminate separate climate zones and to provide an earlier event notification time. In addition, as a result of the elimination of the two climate zones, PG&E revises the temperature trigger to reflect a single climate zone.
- E-DBP – Demand Bidding Program – PG&E inserts a “soft trigger”, a flat incentive rate, and a revised event notification time to provide customers additional time to submit a bid. In addition, PG&E proposes a day-of version of the DBP.
- E-BIP – Base Interruptible Program – PG&E revises the incentives for Option A and inserts a new Option B to replace the existing Option B. The new Option B includes a flat energy payment for qualifying demand response reduction, four hours notice, and a modified trigger to allow PG&E to call the option only when it deems prudent. Both options now allow participation of third-party aggregators.
- E-3 – Statewide Pricing Pilot – PG&E extends the SPP to June 2007.
- E-BEC – Business Energy Coalition – PG&E expands the program to 50 MW.

### **New Sample Forms**

PG&E submits for approval two new Forms:

- Form 79-1079 -- Agreement for Aggregators participating in the Base Interruptible Program
- Form 79-1080 -- Notice to Add or Delete Customers Participating in the Base Interruptible Program

### **Protest Period**

Anyone wishing to protest this filing may do so by sending a letter by **January 4, 2007**, which is **20 days** from the date of this filing. The protest must state the

grounds upon which it is based, including such items as financial and service impact, and should be submitted expeditiously. Protests should be mailed to:

CPUC Energy Division  
Tariff Files, Room 4005  
DMS Branch  
505 Van Ness Avenue  
San Francisco, California 94102

Facsimile: (415) 973-7226  
E-mail: PGETariffs@pge.com

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

The protest also should be sent via U.S. mail (and by facsimile and electronically, if possible) to PG&E 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

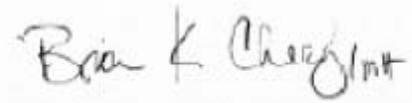
### **Effective Date**

PG&E requests that this advice filing become effective on regular notice, **January 15, 2007**, which is 31 calendar days after the date of filing.

### **Notice**

In accordance with General Order 96-A, Section III, Paragraph G, a copy of this Advice Letter is being sent electronically or via U.S. mail to parties shown on the attached list and to the service lists for **A.05-06-006**. Address changes should be directed to Rose De La Torre at (415) 973-4716. Advice Letter filings can also be accessed electronically at:

**<http://www.pge.com/tariffs>.**

A handwritten signature in black ink, appearing to read "Brian K. Chappell". The signature is written in a cursive style and is centered on the page.

Vice President - Regulatory Relations

Attachments

cc: Service Lists – A.05-06-006

# 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 U39M

Utility type:

ELC       GAS  
 PLC       HEAT       WATER

Contact Person: Megan Hughes

Phone #: (415) 973-1877

E-mail: MEHr@pge.com

### EXPLANATION OF UTILITY TYPE

ELC = Electric      GAS = Gas  
PLC = Pipeline      HEAT = Heat      WATER = Water

(Date Filed/ Received Stamp by CPUC)

Advice Letter (AL) #: **2923-E**

Subject of AL: Revisions to Electric Tariffs in Compliance with Decision 06-11-049, Modifying Demand Response Programs in 2007

Keywords (choose from CPUC listing): Compliance, Demand Response

AL filing type:  Monthly  Quarterly  Annual  One-Time  Other \_\_\_\_\_

If AL filed in compliance with a Commission order, indicate relevant Decision/Resolution:

Does AL replace a withdrawn or rejected AL? If so, identify the prior AL

Summarize differences between the AL and the prior withdrawn or rejected AL<sup>1</sup>:

Resolution Required?  Yes  No

Requested effective date: **January 15, 2007**

No. of tariff sheets: 32

Estimated system annual revenue effect: (%)

Estimated system average rate effect (%):

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: Rate Schedules E-BIP, E-CPP, E-DBP, E-BEC, E3 and Forms 79-976, 79-1079, and 79-1080

Service affected and changes proposed<sup>1</sup>:

Pending advice letters that revise the same tariff sheets: N/A

**Protests 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

Attention: Tariff Unit

505 Van Ness Ave.,

San Francisco, CA 94102

[inj@cpuc.ca.gov](mailto:inj@cpuc.ca.gov) and [mas@cpuc.ca.gov](mailto:mas@cpuc.ca.gov)

Utility Info (including e-mail)

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](mailto:PGETariffs@pge.com)

<sup>1</sup> Discuss in AL if more space is needed.

**ATTACHMENT 1  
Advice 2953-E**

| <b>Cal P.U.C.<br/>Sheet No.</b> | <b>Title of Sheet</b>  | <b>Cancelling Cal<br/>P.U.C. Sheet No.</b> |
|---------------------------------|--|--|
| 25673-E                         | Schedule E-3--Experimental Residential Critical Peak Pricing Service | 22429-E                                    |
| 25674-E                         | Schedule E-BIP--Base Interruptible Program                           | 24953-E                                    |
| 25675-E                         | Schedule E-BIP (Cont.)   | 22849-E                                    |
| 25676-E                         | Schedule E-BIP (Cont.)   | 22850-E                                    |
| 25677-E                         | Schedule E-BIP (Cont.)   | 22851-E                                    |
| 25678-E                         | Schedule E-BIP (Cont.)   | New  |
| 25707-E                         | Schedule E-BIP--Base Interruptible Program                           | New  |
| 25679-E                         | Schedule E-BIP (Cont.)   | 24954-E                                    |
| 25680-E                         | Schedule E-BIP (Cont.)   | 22852-E                                    |
| 25681-E                         | Schedule E-BIP (Cont.)   | New  |
| 25682-E                         | Schedule E-DBP--Demand Bidding Program                               | 22853-E                                    |
| 25683-E                         | Schedule E-DBP (Cont.)   | 22854-E                                    |
| 25684-E                         | Schedule E-DBP (Cont.)   | 25231-E                                    |
| 25685-E                         | Schedule E-DBP (Cont.)   | 22856-E                                    |
| 25686-E                         | Schedule E-DBP (Cont.)   | 22857-E                                    |
| 25687-E                         | Schedule E-DBP (Cont.)   | 22858-E                                    |
| 25688-E                         | Schedule E-DBP (Cont.)   | 24744-E                                    |
| 25689-E                         | Schedule E-DBP (Cont.)   | 24745*-E                                   |
| 25690-E                         | Schedule E-CPP--Critical Peak Pricing Program                        | 23452-E                                    |
| 25691-E                         | Schedule E-CPP (Cont.)   | 20403-E                                    |
| 25692-E                         | Schedule E-BEC--Business Energy Coalition Program                    | 24747-E                                    |
| 25693-E                         | Schedule E-BEC (Cont.)   | 23662-E                                    |
| 25694-E                         | Schedule E-BEC (Cont.)   | 24748-E                                    |
| 25695-E                         | Schedule E-BEC (Cont.)   | 23664-E                                    |

**ATTACHMENT 1  
Advice 2953-E**

| <b>Cal P.U.C.<br/>Sheet No.</b> | <b>Title of Sheet</b>  | <b>Cancelling Cal<br/>P.U.C. Sheet No.</b> |
|---------------------------------|--|--|
| 25696-E                         | Sample Form 79-976--Interruptible Program Agreement  | 24749-E                                    |
| 25697-E                         | Sample Form 79-1079--Agreement for Aggregators Participating in the Base Interruptible Load Program    | New  |
| 25698-E                         | Sample Form 79-1080--Notice to Add or Delete Customers Participating in the Base Interruptible Program | New  |
| 25708-E                         | Table of Contents -- Rate Schedules  | 25402-E                                    |
| 25709-E                         | Table of Contents -- Rate Schedules  | 24755-E                                    |
| 25710-E                         | Table of Contents -- Sample Forms  | 24750-E                                    |
| 25711-E                         | Table of Contents -- Sample Forms  | 25076-E                                    |
| 25712-E                         | Table of Contents -- Title Page  | 25658-E                                    |



SCHEDULE E-3—EXPERIMENTAL RESIDENTIAL CRITICAL PEAK PRICING SERVICE

**APPLICABILITY:** This schedule is applicable to residential bundled service customers who have been selected by PG&E to participate in the Statewide Pricing Pilot (SPP) as directed by the California Public Utilities Commission (CPUC) in Decision 03-03-036. Customers have the option to decline to participate and return to their applicable tariff schedule. This is an experimental schedule and shall remain in effect until June 30, 2007 or until cancelled by the CPUC. (T)

The experimental rates applicable under this schedule have been designed to test customer response to different prices than are applicable under PG&E's standard residential tariff, Schedule E-1. The SPP is constructed as a statistical experiment, with an experimental design with sample groups of customers paying different types of experimental time-of-use prices. PG&E will randomly assign selected customers to either Rate A or Rate B of this schedule. Depending on how customers use their energy, their bills under this rate schedule may be higher or lower than the bills they would have had under Schedule E-1.

A customer taking service under this schedule may be eligible for a discount on their bill, if all terms and conditions of PG&E's low income residential tariff are met.

**TERRITORY:** PG&E's electric service territory. (T)

(Continued)



SCHEDULE E-BIP—BASE INTERRUPTIBLE PROGRAM

APPLICABILITY: This schedule is available until modified or terminated in the rate design phase of the next general rate case or similar proceeding as ordered in Decision 02-04-060. The E-BIP Program (Program) is intended to provide load reductions on PG&E's system on a day-of basis when the California Independent System Operator (CAISO) issues a curtailment notice. Customers enrolled in the Program will be required to reduce their load down to their firm service level (FSL). This program may be closed by PG&E without notice when the interruptible program limits set forth in CPUC Decision 01-04-006 and Rulemaking 00-10-002 have been fully subscribed. (T)

An E-BIP service customer may also elect to participate in PG&E's Underfrequency Relay (UFR) Program. Under the UFR Program, the customer agrees to be subject at all times to automatic interruptions of service caused by an underfrequency relay device that may be installed by PG&E. Please note that PG&E may require up to three years' written notice for termination of participation in the UFR Program.

TERRITORY: This schedule is available throughout PG&E's electric service territory. (T)

ELIGIBILITY: This schedule is available to bundled-service, Community Choice Aggregation Service (CCA Service), and Direct Access (DA) commercial, industrial, and agricultural customers. Each customer, both directly enrolled and those in an aggregator's portfolio, must take service under the provisions of a demand time-of-use rate schedule to participate in the Program and have at least an average monthly demand of 100 kilowatt (kW). Customers being served under Schedules AG-R or AG-V are not eligible for this program. Customers taking service under Direct Access must meet the metering requirements prescribed in the Metering Equipment section of this rate schedule. (T)

A customer may enroll directly with PG&E or with an aggregator. An aggregator is an entity, appointed by a customer, to act on behalf of said customer with respect to all aspects of the Program, including but not limited to: (1) the receipt of notices from PG&E under this program; (2) the receipt of incentive payments from PG&E; and (3) the payment of penalties to PG&E. (D)  
(N)  
|  
|  
(N)

Each customer, both directly enrolled and those in an aggregator's portfolio, must designate the number of kW ("firm service level") to which it will reduce its load down to or below during a Program operation. The FSL must be no more than eighty-five percent (85%) of each customer's highest monthly maximum demand during the summer on-peak and winter partial-peak periods over the past 12 months with a minimum load reduction of 100 kW. If load information is unavailable, customers must demonstrate to PG&E's satisfaction that they can meet these minimum requirements. (T)  
(T)  
(T)

Customers on this program may not have, or obtain, any insurance for the purpose of paying non-compliance penalties for willful failure to comply with requests for curtailments. Customers with such policy will be terminated from the Program, and will be required to pay back any incentives that the customer received for the period covered by the insurance. If the period cannot be determined, the recovery shall be for the entire period the customer was on the program.

Customers who are deemed essential under the Electric Emergency Plan as adopted in Decision 01-04-006 and Rulemaking 00-10-002, must submit to PG&E a written declaration that states that the customer is, to the best of that customer's understanding, an essential customer under Commission rules and exempt from rotating outages. It must also state that the customer voluntarily elects to participate in an interruptible program for part or all of its load based on adequate backup generation or other means to interrupt load upon request by the respondent utility, while continuing to meet its essential needs. In addition, an essential customer may commit no more than 50% of its average peak load to interruptible programs.

(Continued)



SCHEDULE E-BIP—BASE INTERRUPTIBLE PROGRAM  
(Continued)

METERING  
EQUIPMENT:

Each Service Agreement (SA) must have an interval meter capable of recording usage in 15-minute intervals installed that can be read remotely by PG&E. A Meter Data Management Agent (MDMA) may also read the customer's meter on behalf of the customer's Energy Service Provider (ESP), if a customer is receiving Direct Access Service. Metering equipment (including telephone line, cellular, or radio control communication device) must be in operation for at least ten (10) days prior to participating in the program. If required, PG&E will provide and install the metering equipment at no cost to the bundled service or CCA Service customer. The installation of an interval data meter for customers taking service under the provisions of Direct Access is the responsibility of the customer's Energy Service Provider, or their Agent, and must be installed in accordance with Electric Rule 22. (T)

Customers receiving an interval meter at no charge from PG&E through this program will be able to continue to use it at no additional cost even after the Program is terminated, provided that the customer remained in the Program continuously for a minimum period of one year. A customer who receives an interval meter through this Program but later elects to leave the Program prior to the one-year anniversary date, or is terminated for cause, will reimburse PG&E for all expenses associated with the installation and maintenance of the meter. Such charges will be collected as a one-time payment pursuant to Electric Rule 2, Section I. (T)

Direct Access Service Customers – If PG&E is the MDMA on behalf of the customer's ESP, no additional fees will be required from the Direct Access service customer. On the other hand, if the DA service customer uses a third-party MDMA, the customer will be responsible for any and all costs associated with providing the interval data into the PG&E system on a daily basis. This includes any additional metering or communication devices that may need to be installed and any additional fees assessed by the customer's ESP. Prior to customer's participation in the program, the customer must be able to successfully transfer meter data within PG&E's specification on a daily basis for a period of no less than ten (10) days to establish their baseline. (T)  
(T)  
(T)

NOTIFICATION  
EQUIPMENT:

Directly-enrolled customers and aggregators, at their expense, must have access to the Internet and an e-mail address to receive notification via the Internet. In addition, they must have, at their expense, an alphanumeric pager that is capable of receiving a text message sent via the Internet. Participation in the Program cannot begin until all of these requirements have been satisfied. (T)  
(T)  
(T)  
(T)

- In the event of a Program curtailment operation, customers will be notified using one or more of the above-mentioned systems. Receipt of such notice is the responsibility of the participating customer. Once notified, the customer must log into the Program's Internet web site and acknowledge participation in the curtailment operation. Failure to acknowledge a curtailment notice does not release the customer from its obligation to participate. PG&E does not guarantee the reliability of the pager system, e-mail system or Internet site by which the customer receives notification.

(Continued)



SCHEDULE E-BIP—BASE INTERRUPTIBLE PROGRAM  
(Continued)

PROGRAM  
DETAILS:

A. Program Options

Customers participating in the program must elect one of the two options below. (T)  
Each SA can only enroll in either Option A or Option B. Customers who participate (T)  
in E-BIP prior to November 30, 2006, will be automatically defaulted to Option A. (T)

An aggregator's customers will be grouped into portfolios by the following (N)  
categories: (1) Option A or B, (2) Bundled, CCA Service, or Direct Access, and |  
(3) PG&E BIP Curtailment Zone. Note, all customers in an aggregator's group |  
must be in the same PG&E BIP Curtailment Zone. The BIP Curtailment Zone is |  
determined by the geographic location of the participating service agreement. (N)

OPTION A

1. Notification Period – Customers will be given at least thirty (30) minutes notice before each curtailment. (T)
2. Event Limits – A Program curtailment operation will be limited to a maximum of one (1) event per day and four (4) hours per event. The Program will not exceed ten (10) events during a calendar month, or one hundred twenty (120) hours per calendar year. (T)
3. Program Participation Incentive Payments – Incentive payments will be paid on a monthly basis based on the directly enrolled customer's or aggregated portfolios' monthly potential load reduction (PLR) amount: (T)

| Potential Load Reduction | Incentive | (N) |
|--------------------------|-----------|-----|
| 100 kW to 500 kW         | \$8.00/kW |     |
| 501 kW to 1,000 kW       | \$8.50/kW |     |
| 1,001 kW and greater     | \$9.00/kW |     |

- The PLR (described below) will be multiplied by the appropriate incentive level to determine the monthly incentive payment. (N)
4. Failure to Reduce Loads during an Event – Customers will be penalized \$6.00 per kilowatt-hour (kWh) for energy usage over its FSL during a curtailment. Penalties will be evaluated on an hourly basis. (T)
  5. Trigger – The CAISO, during a Stage 2 event or based on its forecasted system conditions and operating procedures, may request PG&E to operate all or part of the customers on Option A. This option may also be operated in the event of a transmission system contingency. (N)

(Continued)





SCHEDULE E-BIP—BASE INTERRUPTIBLE PROGRAM  
(Continued)

PROGRAM  
DETAILS:  
(Cont'd.)

B. Program Guidelines Common to Both Option A and B (Cont'd.)

- 8. PG&E will only add a new customer to an aggregator's portfolio if all necessary equipment is installed and all requirements have been met at least 5 calendar days prior to customer participation in curtailment events. (N)
- 9. Newly approved customers will not receive payments or penalties and not be obligated to participate in curtailment events per the terms of their elected option until all necessary equipment is installed and all requirements have been met.
- 10. Aggregators will be paid based on the individual performance of each portfolio. (N)

(Continued)



SCHEDULE E-BIP—BASE INTERRUPTIBLE PROGRAM  
(Continued)

PROGRAM  
DETAILS:  
(Cont'd.)

A. Program Options (Cont'd.)

(N)

OPTION A (Cont'd.)

6. Potential Load Reduction

Summer Season (May 1 through October 31): The difference of the directly enrolled customer's or aggregated portfolio's average monthly on-peak period demand (on-peak kWh divided by available on-peak hours) and its designated FSL.

Winter Season (November 1 through April 30): The difference of the directly enrolled customer's or aggregated portfolio's customer's average monthly partial-peak period demand (partial-peak kWh divided by available partial-peak hours) and its designated FSL.

OPTION B

1. Notification Period – Customers will be given at least four (4) hours notice before each curtailment.
2. Event Limits – A Program curtailment operation will be limited to a maximum of one (1) event per day and four (4) hours per event. The Program will not exceed ten (10) events during a calendar month, or one hundred twenty (120) hours per calendar year.
3. Program Participation Incentive Payments – Customers will receive an energy payment of \$0.60/kWh for reductions during an event. There is no capacity payment.  
  
Customers must reduce to within 15% of their FSL or lower, in order to qualify for Option B incentives. The incentive payment will be multiplied by the positive difference between the Customer Specific Energy Baseline (CSEB) and FSL on an hourly basis.
4. Failure to Reduce Loads during an Event – Customers will not be penalized, and will not receive a BIP incentive.
5. Trigger – PG&E may call Option B when it anticipates a CAISO Stage 2 or 3 emergency, or during local reliability emergencies.
6. Baseline – A customer, including aggregated customers, must have a valid CSEB at least 5 calendar days prior to the first day of the calendar month. A CSEB will be valid for purposes of participation if there are at least ten (10) similar days of interval data available in PG&E's website.

For directly-enrolled customers, the CSEB on any given day during the program is the hourly average based on the three (3) highest energy usage days of the immediate past ten (10) similar days. The three (3) highest energy usage days are those days with the highest total kilowatt hour usages during the on-peak hours in the summer period and the partial-peak hours during the winter period. The past ten (10) similar days will include Monday through Friday, excluding PG&E holidays and will additionally exclude days when the customer was paid to reduce load on another curtailment program or days when rotating outages were called.

(N)

(Continued)





SCHEDULE E-BIP—BASE INTERRUPTIBLE PROGRAM  
(Continued)

CONTRACTS: Directly-enrolled customers must submit a Demand Response Program Agreement (Form 79-976), and a Customer Agreement and Password Agreement Governing use of Internet-Based Software Agreement (Form 79-977), in order to establish service. (N)

Aggregators must submit a signed Agreement For Aggregators Participating in the Base Interruptible Program (Form 79-1079). Aggregators must submit a Notice to Add or Delete Customers Participating in the Base Interruptible Program (Form 79-1080) signed by the aggregated customer to add or delete a customer from its portfolio.

The terms and conditions of the agreement governing the relationship between the aggregator and a customer with respect to such customer's participation in the Program through such aggregator are independent of PG&E. Any disputes arising between aggregator and such customer shall be resolved by the parties.

AGGREGATOR'S PORTFOLIO: An aggregator must submit a Notice to Add or Delete Customers Participating in the Base Interruptible Program (Form 79-1080) to add or delete a customer's service agreement(s) (SA) from its portfolio. PG&E will review and approve each SA before the SA can be included in an aggregator's portfolio. Additions to the portfolio will be effective upon PG&E's approval date. A SA can be included in only one portfolio at a time.

SPECIAL CONDITIONS FOR COMMUNITY CHOICE AGGREGATION (CCA) SERVICE CUSTOMERS AND DIRECT ACCESS (DA) CUSTOMERS: Options A and B

DA/CCA Service customers enrolling directly with the PG&E must make the necessary arrangements with their ESP/CCA before enrolling in this program. Directly-enrolled DA/CCA Service customers must notify their ESP/CCA when an Option B event is called.

Aggregators must make the necessary arrangements with the ESP/CCA of its DA/CCA Service customers before enrolling DA/CCA Service customers in this program. Aggregators must notify the ESP/CCA of its DA/CCA Service customers.

Option B Only

A directly-enrolled DA/CCA Service customer and aggregator on behalf of a DA/CCA Service customer must arrange for a Scheduling Coordinator to Scheduling Coordinator (SC-to-SC) trade with PG&E's scheduling agent for payments to be received for the DA/CCA Service customer. The directly enrolled DA/CCA Service customer and aggregator is responsible for the following: (1) The SC-to-SC trade must be submitted in a timeframe that complies with the California Independent System Operator's (ISO's) requirements and, (2) all imbalance or other additional costs incurred by PG&E or PG&E's program coordinator if the customer's SC fails to submit a SC-to-SC trade or if the SC-to-SC trade is not accepted by the ISO because of an action or inaction of the customer's SC. The directly enrolled DA/CCA Service customer or aggregator shall not be entitled to any capacity or energy payment from PG&E for load dropped by a DA/CCA Service customer during an event unless PG&E receives a SC-to-SC trade for such load reductions. If a SC-to-SC trade of sufficient capacity is not delivered to PG&E or PG&E's scheduling agent, then the directly enrolled DA/CCA Service customer's and aggregator's performance on behalf of DA/CCA Service customers shall be deemed zero for the purpose of calculating payments and penalties due.

The directly enrolled DA/CCA Service customer and aggregators on behalf of DA/CCA Service customers are responsible for notifying the ESP/CCA that the ESP/CCA will not be compensated by PG&E for the SC-to-SC trade submitted as a result of an event. (N)

(Continued)



SCHEDULE E-BIP—BASE INTERRUPTIBLE PROGRAM  
(Continued)

INTERACTION  
WITH  
CUSTOMER'S  
OTHER  
APPLICABLE  
CHARGES:

Participating customers' regular electric service bills will continue to be calculated each month based on their actual recorded monthly demands and energy usage.

Customers who participate in a third party sponsored interruptible load program must immediately notify PG&E of such activity. (T)

Load can only be committed to one interruptible program for any given hour of a curtailment, and customers will be paid for performance under only one program for a given load reduction.

Option A (T)

Customers may participate in the Optional Binding Mandatory Curtailment Plan (Schedule E-OBMC), and the Pilot Optional Binding Mandatory Curtailment Plan (Schedule E-POBMC) but the customers' Maximum Load Level under those programs may not overlap their FSL. With limitations, participants in E-BIP may also participate in the Non-Firm Program and the Demand Bidding Program (Schedule E-DBP). (T)

Customers currently enrolled in Non-Firm program, must complete all annual obligations to that program before being eligible for E-BIP. Customers participating in E-DBP, will not receive an incentive payment during hours where there is an overlapping E-BIP event. (T)

Customers shall not participate in the Schedule Load Reduction Program (Schedule E-SLRP) or the Critical Peak Pricing Program (Schedule E-CPP) while on the E-BIP program.

Option B (N)

Customer participating in Option B of BIP may not participate in any other PG&E sponsored tariffed and non-tariffed demand response programs. (N)



SCHEDULE E-DBP—DEMAND BIDDING PROGRAM

**APPLICABILITY:** The Schedule E-DBP Demand Bidding Program (Program) offers customers incentives for reducing energy consumption and demand when requested by Pacific Gas and Electric Company (PG&E) to increase system reliability. This Program is optional for customers with billed maximum demand of 200 kilowatts (kW) or greater during any one of the past 12 billing months and who voluntarily commit to reduce a minimum of 50 kW each hour for each service agreement during an E-DBP Event. PG&E will determine E-DBP Bid acceptances for energy reductions. Interval metering is required to receive service under this Program. Customers must receive service on a demand Time-of-Use (TOU) electric rate schedules. Customers on Schedules AG-R, AG-V, or S are not eligible for this program. A customer is not eligible to participate in this program if the revenue metering configuration is either net sale or Wholesale Transaction as specified in PG&E's Interconnection Handbook. A customer may qualify some or all of their service agreements for the program under the specified aggregated group provisions of this tariff. This schedule is available until modified or cancelled by the California Public Utilities Commission (CPUC). (T)

**TERRITORY:** This schedule applies everywhere PG&E provides electric service. (T)

**ELIGIBILITY:** This schedule is available to individual PG&E bundled-service customers, Community Choice Aggregation Service (CCA Service) customers, and Direct Access customers. Each customer must take service under the provisions of their otherwise-applicable rate schedule. Customers participating in the Program must be on an eligible rate schedule and commit to reduce load by at least 50 kW during an E-DBP event. (T)

Customers on this tariff must agree to allow the California Energy Commission (CEC) or its contracting agent to conduct a site visit for measurement and evaluation, and agree to complete any surveys needed to enhance the program. Customer must submit a signed Authorization To Receive Customer Information or Act On A Customer's Behalf form giving the CEC authorization to request billing history and meter usage data information.

Customers must submit a signed Demand Response Program Agreement (Form 79-976) and a Customer Agreement and Password Governing Use of Internet-Based Software Agreement (Form 79-977) in order to establish service. In addition, customers must have the required metering and notification equipment in place prior to participation in this Program.

Customers who are "Essential Customers" under PG&E's Electric Emergency Plan and as defined by the Commission in Rulemaking 00-10-002, must submit to PG&E a written declaration that states that the customer is, to the best of that customer's understanding, an Essential Customer under Commission rules and exempted from rotating outages. The declaration must also state that the customer voluntarily elects to participate in this interruptible program for part or all of its load upon request by PG&E under the terms of E-DBP, while continuing to adequately meet its essential needs with backup generation or other means. In addition, an Essential Customer may commit no more than a total of 50 percent (50%) of its average peak load to all interruptible programs for each participating service agreement. (T)

Customers that have service agreements throughout PG&E's electric service territory with individual meters that have demands less than 200 kW (as described in the Applicability Section) may participate in this program under the provisions stated in the Aggregated Group Section of this rate schedule. (T)

(Continued)



SCHEDULE E-DBP—DEMAND BIDDING PROGRAM  
(Continued)

**METERING  
EQUIPMENT:**

Each participating customer service agreement must have an interval meter capable of recording usage in 15-minute intervals installed that can be read remotely by PG&E. A Meter Data Management Agent (MDMA) may also read the customer's meter on behalf of the customer's Energy Service Provider (ESP) if a customer is receiving Direct Access Service. Metering equipment (including telephone line, cellular, or radio control communication device) must be in operation for at least ten (10) days prior to participating in the program to establish baseline. If required, for bundled service customers with billed maximum demand of 200 kilowatts (kW) or greater during any one of the past 12 billing months, PG&E will provide and install the metering equipment at no additional cost to the customer. The installation of an interval data meter for customers taking service under the provisions or Direct Access is the responsibility of the customer's Energy Service Provider, or their Agent, and must be installed in accordance with Electric Rule 22.

(T)

Bundled Service and CCA Service customers with service agreements that are less than 200 kW but greater than or equal to 50 kW that are participating under the Aggregated Group provisions of this schedule may also be eligible for an interval meter at no additional cost to the customer (see Aggregated Group Section). PG&E will also provide meter data retrieval at no cost to those bundled service and CCA Service customers receiving free meters through this tariff until otherwise directed by the CPUC.

(T)

(T)

(T)

Direct Access Service Customers – If PG&E is the Meter Data Management Agent (MDMA) on behalf of the customer's Energy Service Provider, no additional fees will be required from the Direct Access service customer. On the other hand, if the Direct Access service customer uses a third-party MDMA, the customer will be responsible for any and all costs associated with providing PG&E acceptable interval data into the PG&E system on a daily basis. This includes any additional metering or communication devices that may need to be installed, and any additional fees assessed by the customer's ESP. Prior to customer's participation in the program, the customer must be able to successfully transfer meter data to PG&E's specification on a daily basis for a period of no less than ten (10) days to establish their baseline.

**NOTIFICATION  
EQUIPMENT:**

Customers, at their expense, must have access to the Internet and an e-mail address to receive notification regarding program operations and to submit E-DBP Bids. In addition, all customers must have, at their expense, an alphanumeric pager that is capable of receiving a text message sent via the Internet. A customer cannot participate in the Program until all of these requirements have been satisfied.

If an E-DBP Event occurs, customers will be notified using one or more of the above-mentioned systems. PG&E will make best efforts to notify customers, however it is the customer's responsibility to receive such notice and to check the PG&E website to see if the Program is activated. No evaluation will be performed, nor payment made, for load reductions undertaken during an E-DBP Event without such advance confirming notification. PG&E does not guarantee the reliability of the pager system, e-mail system or Internet site by which the customer receives notification.

(Continued)



SCHEDULE E-DBP-DEMAND BIDDING PROGRAM

E-DBP EVENT  
NOTICE AND  
TRIGGER:

DAY-AHEAD NOTIFICATION

PG&E will issue a day-ahead E-DBP Event notification by 12:00 Noon when the California Independent System Operation (CAISO)'s day-ahead load forecast exceeds 43,000 MW or when the CAISO issues an Alert Notice. PG&E reserves the right not to call an event when these thresholds are reached when PG&E, in its sole opinion, forecasts that resources will be adequate.

An E-DBP Event will only be called Monday through Friday between the hours of 12:00 noon and 8:00 p.m., excluding PG&E holidays.

PG&E will notify customers by 12:00 noon on a day-ahead basis when an E-DBP Event will occur the next business day. Notices will be issued by 12:00 noon on the business day immediately prior to a PG&E holiday or weekend if an E-DBP Event is planned for the first business day following the PG&E holiday or weekend.

Customers shall submit bids to the program's website between 12:00 noon and 3:00 p.m. on the day the E-DBP Event notice was issued. After 4:00 p.m. on the day the E-DBP Event notice was issued, customers will receive confirmation of bid acceptance or rejection on the website. Unless a specific megawatt (MW) limit is requested, PG&E will accept all bids. In the event bids are restricted PG&E will accept bids on a first-come, first-served basis. If the customer's bid is accepted for a particular service agreement, then incentives payments will be determined separately for each service agreement and as specified in the Incentive Payments section. Once a customer's bid has been accepted, that bid shall not subsequently be rejected by the utility, but payment shall continue to be based on the customer's actual performance.

DAY OF NOTIFICATION

When the CAISO issues any alert during the day reflecting stress on the system (for example, the CAISO issues a Restricted Maintenance Notice), PG&E may implement an E-DBP Event for that same day. PG&E reserves the right not to call an event when these thresholds are reached when PG&E, in its sole opinion, forecasts that resources will be adequate.

An E-DBP Event will only be called Monday through Friday between the hours of 12:00 noon and 8:00 p.m., excluding PG&E holidays.

Once a Day-Of DBP Event has been issued, customers will have one hour to submit bids to the program's website. Unless a specific megawatt (MW) limit is requested, PG&E will accept all bids. Customers will receive confirmation of bid acceptance or rejection on the website within 15 minutes of the time the bidding window has closed. In the event bids are restricted PG&E will accept bids on a first-come, first-served basis. If the customer's bid is accepted for a particular service agreement, then incentives payments will be determined separately for each service agreement and as specified in the Incentive Payments section. Once a customer's bid has been accepted, that bid shall not subsequently be rejected by the utility, but payment shall continue to be based on the customer's actual performance.

(N)

(N)

(T)

(T)

(T)

(T)

(N)

(N)

(Continued)





SCHEDULE E-DBP—DEMAND BIDDING PROGRAM  
(Continued)

PROGRAM TESTING: PG&E may activate an E-DBP Day-Ahead or Day-Of Event with a simulated emergency event test trigger twice per year. Each emergency test event shall be no longer than four (4) hours. During such a test, the customer shall be responsible for curtailing load consistent with the terms of this schedule. Participants will receive incentive payment of \$0.50/kW for qualifying load reduction during each hour of an E-DBP test event. (T)  
(T)

INCENTIVE PAYMENTS: PG&E will evaluate and pay for the customer's hourly load reductions realized under the Program within ninety (90) days after each E-DBP Event, depending on where the E-DBP Event falls within the participant's actual billing cycle. The incentive payments will be reflected in the customer's regular monthly bill as an adjustment.

BIDS SUBMITTED UNDER THE DAY-AHEAD NOTIFICATION (T)

If the customer submitted a bid under the Day Ahead Notification, energy reduction for an E-DBP Event hour will be determined as the difference between the customer specific energy baseline (CSEB) for that hour and the customer's actual energy usage during that hour. Participants will be paid for load reductions up to a maximum of 150 percent (150%) of their accepted Day-Ahead bid (kW) on an hourly basis. Participants must drop at least 50 percent (50%) of their bid to qualify for any payment in any hour. In no case will a customer receive a credit payment for a given hour if it does not meet, in that hour of the event, the minimum energy reduction of 50 kW. The Day-Ahead E-DBP event incentives will be calculated on an hourly basis, and will be equal to the product of the qualified kW energy reduction for each hour a bid was accepted and the incentive price of \$0.50/kWh. (T)  
(T)  
(T)  
(T)

BIDS SUBMITTED UNDER THE DAY-OF NOTIFICATION (N)

If the customer submitted a bid under the Day Of Notification, energy reduction for an E-DBP Event hour will be determined as the difference between the customer specific energy baseline (CSEB) for that hour and the customer's actual energy usage during that hour. Participants will be paid for load reductions up to a maximum of 150 percent (150%) of their accepted Day-Of bid (kW) on an hourly basis. Participants must drop at least 50 percent (50%) of their bid to qualify for any payment in any hour. In no case will a customer receive a credit payment for a given hour if it does not meet, in that hour of the event, the minimum energy reduction of 50 kW.

The Day-Of E-DBP event incentives will be calculated on an hourly basis, and will be equal to the product of the qualified kW energy reduction for each hour a bid was accepted and the incentive price of \$0.60/kWh.

BIDS SUBMITTED UNDER DAY-AHEAD NOTIFICATION PRIOR TO DAY-OF NOTIFICATION BEING ISSUED

If a participant is already participating in a Day-Ahead DBP event and a Day-Of Notification is issued, the participant's Day-Ahead bids will be transferred to the Day-Of DBP Event for those hours that the Day-Ahead and Day-Of DBP Events coincide, and the participant will be paid for load reductions up to a maximum of 200 percent (200%) of their accepted Day-Ahead bid (kW) on an hourly basis. Participants must drop at least 50 percent (50%) of their bid to qualify for any payment in any hour. In no case will a customer receive a credit payment for a given hour if it does not meet, in that hour of the event, the minimum energy reduction of 50 kW.

The participant will receive E-DBP event incentives based on the Day-Of event, that is calculated on an hourly basis, and is equal to the product of the qualified kW energy reduction for each hour a bid was accepted and the incentive price of \$0.60/kWh. (N)  
(D)

(Continued)



SCHEDULE E-DBP—DEMAND BIDDING PROGRAM  
(Continued)

- |                   |  |     |
|-------------------|--|-----|
| AGGREGATED GROUP: | Customers that have multiple service agreements throughout the PG&E electric service territory are eligible for the aggregated group provisions of the program. The following conditions under the aggregate group option of this program supersedes the individual participation conditions where applicable:   | (T) |
|                   | 1. Each individual service agreement must currently take service on an applicable PG&E rate schedule and have an installed interval meter as stated in the Applicability Section of this schedule. If necessary, a service agreement may change rate schedule and PG&E will provide and install an interval meter at no additional cost for each individual bundled service or CCA Service agreement participating under the provisions of an aggregated group whose maximum demand is greater than or equal to fifty (50) kW during any one of the past twelve (12) billing months. Service agreements with an average demand that is less than fifty (50) kW must pay for the required communicating Interval Meter prior to participation. The installation of interval meters for a Direct Access customer is the responsibility of their Energy Service Provider or their agent. Fees associated with a rate change will be the responsibility of the customer. | (T) |
|                   | 2. The customer must have at least one service agreement with a maximum demand of 200 kW or greater for at least one or more of the past 12 billing months within each aggregated group that will be designated as the primary service agreement for the aggregated group. A signed <u>Demand Response Program Agreement</u> (Form 79-976), and a <u>Customer Agreement and Password Agreement Governing use of Internet-Based Software Agreement</u> (Form 79-977) must be submitted under the name of the primary service agreement. The primary service agreement will oversee all activities of the group, including event notification and the receiving of the incentive payment. It is up to the lead service agreement to determine the dispersal of the credit to the other service agreements in the group.  | (T) |
|                   | 3. All service agreements that are part of the aggregated group must take service from PG&E under the same federal tax identification number and be listed on the Demand Response Program Agreement. Individual service agreements, (excluding the lead service agreement), with less than 200 kW (as described in the Applicability Section) may participate in the program as part of the aggregated group.  | (T) |
|                   | 4. Service agreements that are participating as an aggregated group will be exempt from the individual minimum load reduction amount. Instead Service agreements in the aggregated group will have a Group Minimum Load requirement of 200 kW. The Group Minimum Load represents: (1) the group's aggregated coincidental minimum load to qualify for the program; (2) the minimum bid amount that the aggregated group can submit for an E-DBP event; and (3) the group's minimum threshold that they must achieve to earn an incentive during an E-DBP event.  | (T) |

(Continued)



SCHEDULE E-DBP—DEMAND BIDDING PROGRAM  
(Continued)

AGGREGATED  
GROUP:  
(Cont'd)

- 5. Energy reduction during an E-DBP event will be based on performance of all service agreements within the aggregated group and will be calculated as follows: (T)
  - a. The Group's Energy Baseline (GEB) is used to determine the aggregated group's average energy usage prior to an E-DBP event. The GEB is based on the hourly average of the three (3) highest energy usages days of the immediate past ten (10) similar days for all of the service agreements combined. The three (3) highest energy usage days will be deemed as those days with the highest coincidental total kilowatt hour usages between noon and 8:00 p.m. for all service agreements in the aggregated group. The past ten (10) similar days will include Monday through Friday, excluding PG&E holidays, and will additionally exclude days when the customer was paid to reduce load on an interruptible or other curtailment program or days when rotating outages are called. (T)
  - b. The Group's energy usage during an E-DBP event is the total coincidental load of all the service agreements in the group measured during each hour of the event. (T)
  - c. Energy reduction during an E-DBP event will be calculated as the difference between the GEB and the group's actual total usages during each hour of the event. (T)
- 6. Modifications to the service agreement listing of an aggregated group may only occur during the March contract review period. During the contract review period customers may submit a written request to PG&E requesting additions or removal of service agreements within the aggregated group. Changes to the aggregated group will become effective after the customer's April billing cycle. (T)
- 7. If one or more of the service agreements on the aggregated group, other than the lead service agreement, terminates service with PG&E prior to the contract review period, the other service agreements in the group will be responsible to maintain the 200 KW Group's Minimum Load requirement of the program until the contract can be adjusted during the next contract review period. (T)
- 8. **San Francisco Pilot Program** – On a limited basis, PG&E will allow unrelated customers, (customers that do not have the same federal tax identification number), that are located within the same zip code within the City and County of San Francisco to participate in E-DBP as an aggregated group. The San Francisco Pilot Program is limited to two pilot groups. PG&E will use a third party aggregator to oversee all activities of the two groups, including event notification and the receiving of the incentive payment. It is up to the aggregator to determine the dispersal of the credit to the service agreements in the pilot groups. The aggregator may, at PG&E's sole discretion, designate a lead service agreement for the pilot group which does not meet the minimum demand requirement of 200 kW to be designated a lead service agreement, or is located outside of the pilot group's zip code. If necessary, PG&E will provide and install an interval meter regardless of the participant's demand, at no additional cost for each individual bundled service, CCA Service, or Direct Access service agreement participating under the provisions of the San Francisco Pilot Program. This metering provision will be limited to 25 meters participating in the pilot program. Except for the requirements of having the same tax identification number, having a lead service agreement within the Aggregated Group, and the metering requirements stated above, each pilot group must comply with all of the provisions of an Aggregated Group and the schedule herein. (T)

(Continued)



SCHEDULE E-DBP—DEMAND BIDDING PROGRAM  
(Continued)

|  |  |                                 |
|--|--|---------------------------------|
| TECHNICAL<br>AUDIT<br>ASSISTANCE<br>AND EQUIPMENT<br>INCENTIVES:   | Technical audit assistance and equipment incentives are available to enhance the customer's ability to respond to curtailment requests for on-peak demand reductions.<br><br>If the customer receives a technical incentive payment, that is contingent upon enrolling in this demand response program, and the customer fails to participate in the demand response program for a minimum of 12 consecutive months, then the customer must repay a portion of the incentive payment, up to fifty percent (50%) of the total amount, to PG&E.  | (T)                             |
| FAILURE TO<br>REDUCE LOAD:   | Except as provided in the Incentive Payment section of this schedule, no additional monetary penalties will be assessed under this Program for a customer's failure to comply (reduce energy) during any or all hours of an E-DBP Event.   |                                 |
| PROGRAM<br>TERMS:  | Customers' participation in this tariff will be in accordance with Electric Rule 12. Customers may terminate their E-DBP agreement by giving a minimum of 30 days written notice. Cancellation of the agreement will become effective with the first regular billing cycle after the 30-day notice period. PG&E may terminate the E-DBP agreement at any time after giving a thirty (30) day written notice to participants.   | (T)                             |
| INTERACTION<br>WITH<br>CUSTOMER'S<br>OTHER<br>APPLICABLE<br>PROGRAMS AND<br>CHARGES:                       | Participating customers' regular electric service bills will continue to be calculated each month based on their actual recorded monthly demands and energy usage.<br><br>Customers who participate in a third-party sponsored interruptible load program must immediately notify PG&E of such activity.<br><br>Load can only be committed to one program for any given hour of a curtailment, and customers will be paid for performance under only one program for a given load reduction. In other words, should another demand response program be activated, while an E-DBP Event is in progress, those events will supersede an E-DBP Event, and no E-DBP incentive payments will be applied for those overlapping hours. E-DBP customers shall not participate in Option B, of PG&E's Base Interruptible Program (Schedule E-BIP), PG&E's Capacity Bidding Program (Schedule E-CBP), the California ISO's Participating Load Program (Supplemental and Ancillary Services), any PG&E sponsored non-tariff demand response program or any other pay for performance program. | (T)<br> <br> <br>(T)            |
|  | Customers enrolled in the Scheduled Load Reduction Program (Schedule E-SLRP) may participate in E-DBP during the days when the customer's load is not scheduled for curtailment under the E-SLRP program.  |                                 |
| EMERGENCY<br>STANDBY<br>GENERATION:  | Customers may achieve energy reductions by operating back-up or onsite generation. The customer will be solely responsible for meeting all environmental and other regulatory requirements for the operation of such generation.   |                                 |
| COMMUNITY<br>CHOICE<br>AGGREGATION<br>SERVICE<br>CUSTOMERS<br>AND DIRECT<br>ACCESS<br>SERVICE<br>CUSTOMERS | Customers participating in this program and receiving service under CCA Service/Direct Access must notify their Community Choice Aggregator (CCA)/Energy Service Provider that they are participating in this program and when they participate in a DBP event. The per event notification must include the amount of hourly bid for each accepted bid. PG&E reserves the right to require that the CCA/Direct Access Service customer's Scheduling Coordinator (SC) must submit a Scheduling Coordinator to Scheduling Coordinator (SC to SC) trade with the service electric utility. If PG&E imposes this requirement, then: (1) the SC to SC trade must be submitted in a timeframe that complies with the California Independent System Operator's (ISO's) requirements; and (2) the CCA Service/Direct Access customer is responsible for all additional costs incurred by the serving utility if the customer's SC fails to submit a SC to SC trade, or if the SC to SC trade is not accepted by the ISO because of an action or inaction of the customer's SC.             | (T)<br>(T)<br>(T)<br>(T)<br>(T) |



SCHEDULE E-CPP—CRITICAL PEAK PRICING PROGRAM  
(Continued)

|                           |  |            |
|---------------------------|--|------------|
| PROGRAM OPERATIONS:       | PG&E will notify customers by 12:00 noon on a day-ahead basis when a CPP operation day will occur the next business day. A CPP event will only be called Monday through Friday, excluding holidays. Notices will be issued on Friday by 12:00 noon for events occurring on the following Monday, or for events that are issued for Tuesday following a holiday that falls on Monday.   | (T)<br>(T) |
| NOTIFICATION AND TRIGGER: | PG&E will trigger a CPP event when the day-ahead temperature forecast trigger is reached.  | (T)        |
|                           | Beginning May 1 <sup>st</sup> of each summer season, the initial forecasted temperature threshold for triggering a CPP event will be 94 degrees. It will be the average of forecasts for San Jose, Concord, Redding, Sacramento and Fresno.  | (T)        |
|                           | PG&E will adjust the forecasted temperature threshold up or down, over the course of the summer as necessary, to achieve the CPP program design basis of 12 operating days each summer. Bi-monthly (1st and 15th), PG&E will review the number of CPP operating days that have already occurred and may adjust the applicable temperature threshold up or down (increments of 2 degrees), in accordance with historical weather patterns. Customers will be notified of the applicable temperature threshold via the Inter-Act system.   | (T)<br>(T) |
|                           | CPP events may also be initiated as warranted by extreme system conditions such as special alerts issued by the California Independent System Operator, or under conditions of high forecasted California spot market power prices or for testing/evaluation purposes. PG&E may call up to four test CPP events per year. Test CPP events may be issued at PG&E's discretion when the day-ahead forecasted temperature is within five degrees of the current temperature trigger for the program. Test events will count as an actual event when evaluating the bi-monthly temperature adjustment. |            |

(Continued)



SCHEDULE E-CPP—CRITICAL PEAK PRICING PROGRAM  
(Continued)

INTERACTION  
WITH OTHER  
DEMAND  
REDUCTION  
PROGRAMS:

Participants in the CPP program may also participate in the Demand Bidding Program (Schedule E-DBP) but shall not receive energy payment for performance under those programs during CPP event hours. Customers who participate in a third-party sponsored interruptible load program must immediately notify PG&E of such activity. CPP participants shall not participate in the Non-Firm Program, Base Interruptible Program (Schedule E-BIP), the Capacity Bidding Program (Schedule E-CBP), the Optional Binding Mandatory Curtailment Program (Schedule E-OBMC), the Pilot Optional Binding Mandatory Curtailment Program (Schedule E-POBMC), the Scheduled Load Reduction Program (Schedule E-SLRP), the Business Energy Coalition (Schedule E-BEC) or any PG&E sponsored non-tariff demand response program while on the CPP program.

(T)  
(T)  
(T)  
(T)  
(T)



SCHEDULE E-BEC—BUSINESS ENERGY COALITION

**APPLICABILITY:** The Business Energy Coalition (BEC) Program is a pilot demand response program ordered in Decision (D.) 05-01-056 and extended in D.06-03-024. The Program is an initiative between both PG&E and major business leaders to demonstrate load curtailment. Customers enrolled in the Program will be required to reduce their load down to their firm service level (FSL) within the time frame specified in their event notification.

The Program will terminate on December 31, 2008.

**TERRITORY:** This schedule is available to customers receiving electric service from PG&E within the City and County of San Francisco (CCSF). In addition to CCSF, the Program will be expanding to new customer areas in surrounding Bay Area counties.

**ELIGIBILITY:** PG&E bundled-service customers, Community Choice Aggregation Service (CCA Service), Direct Access customers, and wholesale customers, in sectors such as office, hospitality, and high-tech, are eligible for Schedule E-BEC. Each participant should have a minimum average monthly demand of 200 kilowatts (kW), and should be able to reduce their demand by a minimum of 200 kW. Participants must take service on a PG&E demand time-of-use rate schedule. In addition, each participant (or account) is responsible for any processing fees associated with any rate schedule change required to participate in the Program. (T)  
(T)

Customers on a net energy metering rate schedule (i.e., NEM, NEMFC, or NEMBIO), Standby, Critical Peak Pricing Program (E-CPP), Optional Binding Mandatory Curtailment (E-OBMC) Program, or Schedule Load Reduction Program (E-SLRP) are not eligible to participate in the Program.

Customers with a blend of cogeneration and utility services or customers participating in another demand response program will be evaluated for eligibility by PG&E on a case-by-case basis. Customers with cogeneration will be eligible based only on their actual PG&E demand.

Customers must have the required metering equipment, KYZ pulse output device, and Internet access in place prior to participation in the BEC Program.

The Energy Coalition (Program Manager) is the organization managing and signing-up customers on this pilot program. In the MOU, a customer must designate the number of kW ("FSL") which it will attempt to reduce during a Program event. Customers must demonstrate to PG&E's satisfaction that they can meet the Program's minimum requirements.

Customers who are deemed essential under the Electric Emergency Plan as adopted in Decision 01-04-006 and Rulemaking 00-10-002, must submit to PG&E a written declaration that states that the customer is, to the best of that customer's understanding, an essential customer under California Public Utilities Commission (Commission) rules and exempt from rotating outages. It must also state that the customer voluntarily elects to participate in an interruptible program for part or its entire load based on adequate backup generation or other means to interrupt load upon request by the respondent utility, while continuing to meet its essential needs. In addition, an essential customer may commit no more than fifty percent (50%) of its average peak load to interruptible programs.

(Continued)



SCHEDULE E-BEC—BUSINESS ENERGY COALITION  
(Continued)

**METERING  
EQUIPMENT:**

Each account must have an interval meter with a KYZ pulse output device to interface with the Program's communication system. If required, the Program will provide and install the metering equipment at no cost to the customer, including KYZ pulse output device, and paying for a dedicated phone line or Ethernet connection to transmit program load data.

**NOTIFICATION  
EQUIPMENT:**

In the event of a Program curtailment operation, PG&E will notify the Program Manager with as much advance notice as possible ranging from day-ahead to a minimum of an hour-ahead. The Program Manager will be notified by pager, email, fax and/or phone. Receipt of such notice is the responsibility of the Program Manager.

The Program Manager is responsible for notifying each of the customers participating in the Program. Customers, at their expense, must have access to the Internet and an e-mail address to receive notification via the Internet. Failure to receive a Program operation notice does not release the Program Manager or each customer from its obligation to participate. PG&E does not guarantee the reliability of the pager system, e-mail system, fax system, or Internet site by which notification is received.

**PROGRAM  
DETAILS:**

1. A third-party facilitator (Program Manager) may be used to manage the Program on behalf of PG&E.
2. An engineering and/or site assessment may be provided to identify load that can be curtailed during Program events. The evaluation will determine each member's FSL. During a Program event, each BEC participant should reduce its load to the prescribed FSL.
3. The committed load reduction will be evaluated as the difference between the two-year average of the group's coincident peak demand, and the sum of each participant's FSL.
4. The group's coincident peak demand may not exceed 50,000 kW (or 50 mW). (T)
5. A Program event may be triggered for actual or forecasted statewide or local shortages or emergencies throughout the pilot program period. Specifically, a Program event may be issued when any of the following occur:
  - The CAISO declares that electric service area know as NP15 spinning reserve level is below seven percent (7%).
  - A Stage 2 emergency is issued by the California Independent System Operator (CAISO).
  - The CAISO forecasted system load meets or exceeds 43,000 MW.
  - The forecasted or actual temperature in San Francisco exceeds 78 degrees Fahrenheit
  - The CAISO or PG&E declares a localized system emergency. (T)
6. Program events will not exceed five (5) hours per event, one (1) event per day, five (5) events per month, twenty-five (25) hours per month, and one hundred (100) hours throughout the pilot period.

(Continued)



SCHEDULE E-BEC—BUSINESS ENERGY COALITION  
(Continued)

PROGRAM  
DETAILS:  
(Cont'd.)

- 7. Program events will be issued between 12 noon and 8 p.m., Monday through Friday, excluding holidays.
- 8. The Program will conduct a system test with each participant to assure energy reduction. In the event there are no actual curtailments, a two-hour test will be conducted every other month throughout the pilot program period.

INCENTIVE  
PAYMENTS:

Each Program participant will receive an incentive payment of \$50/kW annually based on their committed load reduction. A payment of fifty percent (50%) will be provided to the participant at the end of October, and the balance paid in January of each year. Incentive payments will be by check to each participant, unless another form of payment is agreed upon between PG&E and the participant.

(T)

FAILURE TO  
REDUCE LOAD:

Non-performance penalties are assessed on the group's load curtailment level, and not on an individual participant's basis. If the group fails to meet the group's established FSL, the group will draw from its Shortfall Reserve Fund to pay for all CAISO charges, imbalance penalties, and other potential penalties. If the penalties/charges exceed the Shortfall Reserve Fund, the Energy Coalition will be responsible for any additional costs.

Any outstanding balance in the Shortfall Reserve Fund will be proportionately distributed to participants at the completion of the pilot program or, if applicable, carried over for an extended program.

PROGRAM TERM  
AND  
CONDITIONS:

The Program will remain open until December 31, 2008. This tariff 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.

PG&E reserves the right to modify or terminate the Program, with Commission approval and thirty (30) days' written notice to customers.

BILLING:

Participating customers' regular electric service bills will continue to be calculated each month based on their actual recorded monthly demands and energy usage and their otherwise applicable schedule.

(Continued)



SCHEDULE E-BEC—BUSINESS ENERGY COALITION  
(Continued)

INTERACTION  
WITH  
CUSTOMER'S  
OTHER  
APPLICABLE  
CHARGES OR  
PROGRAMS:

Load can only be committed to one interruptible program for any given hour of a curtailment, and customers will be paid for performance under only one program for a given load reduction.

Customers who participate in a PG&E's Critical Peak Pricing Program (E-CPP), PG&E's Optional Binding Mandatory Curtailment (E-OBMC) Program, or PG&E's Schedule Load Reduction Program (E-SLRP) may not participate in the BEC Program while on E-CPP or E-OBMC or E-SLRP.

With limitations, participants in PG&E's Non-Firm Program, PG&E's Base Interruptible Program (E-BIP), or the California Power Authority Demand Reserves Partnership Program (CPA-DRP) may participate in the BEC Program. Customers may participate in the BEC Program provided that their BEC committed load is below the non-BEC Program's FSL.

Customers participating in the PG&E's Non-Firm, E-BIP, or E-CPP Programs who wish to participate in the BEC Program, may terminate their participation in the other program(s) without harm and will be allowed to return to the original program upon the termination of the BEC Program.

Customers who participate in the California Power Authority (CPA) or a third party sponsored interruptible load program must immediately notify PG&E, and such activity may affect the customer's BEC Program eligibility.

DIRECT ACCESS  
CUSTOMERS:

Customers participating in this program and receiving service under CCA Service/Direct Access must notify their Community Choice Aggregator (CCA)/Energy Service Provider that they are participating in this Program and when they participate in a BEC event. The per event notification must include the amount of hourly load reduction committed for a day-ahead event, or the customer's committed load reduction for an hour-ahead event.

PG&E reserves the right to require that the CCA Service/Direct Access customer's Scheduling Coordinator (SC) must submit a Scheduling Coordinator to Scheduling Coordinator (SC to SC) trade with the electric service utility. If PG&E imposes this requirement, then: (1) the SC to SC trade must be submitted in a timeframe that complies with the CAISO's requirements; and (2) the CCA Service/Direct Access customer is responsible for all additional costs incurred by the serving utility if the customer's SC fails to submit a SC to SC trade, or if the SC to SC trade is not accepted by the CAISO because of an action or inaction of the customer's SC.

(Continued)



**Pacific Gas and Electric Company**  
San Francisco, California

*Cancelling*

Revised  
Revised

Cal. P.U.C. Sheet No.  
Cal. P.U.C. Sheet No.

25696-E  
24749-E

PACIFIC GAS AND ELECTRIC COMPANY  
DEMAND RESPONSE PROGRAM AGREEMENT  
FORM NO. 79-976 (12/06)  
(ATTACHED)

(T)

Advice Letter No. 2953-E  
Decision No. 06-11-049

Issued by  
**Brian K. Cherry**  
Vice President  
Regulatory Relations

Date Filed December 15, 2006  
Effective \_\_\_\_\_  
Resolution No. \_\_\_\_\_

105431



Pacific Gas and Electric Company

**Demand Response Program Agreement**

**DISTRIBUTION:**

APPLICANT (Original)  
ACCOUNT SERVICES  
CUSTOMER BILLING  
RATES & TARIFFS (Original)

**REFERENCE:**

Cordaptix Account ID \_\_\_\_\_  
Service Agreement ID \_\_\_\_\_  
Area/Division. \_\_\_\_\_  
Acct. Rep. \_\_\_\_\_  
Rep. Ph. No. \_\_\_\_\_

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

1. PROGRAM - Applicant will be participating in the following PG&E Demand Response program(s), a copy of which is attached hereto and made a part of this Agreement. (Check as appropriate)
  - Schedule E-BIP – BASE INTERRUPTIBLE PROGRAM
  - Schedule E-CPP – CRITICAL PEAK PRICING
  - Schedule E-DBP – DEMAND BIDDING PROGRAM
  - Schedule E-SLRP – SCHEDULED LOAD REDUCTION PROGRAM
  
2. ELIGIBILITY – Applicant meets or exceeds all eligibility requirements set forth in the Rate Schedule.
  
3. PROGRAM OPERATIONS – Operating parameters for each program are described in the respective Rate Schedule. Applicant agrees to use PG&E’s Inter-Act software to respond to a curtailment event. During a curtailment event, Applicants on the appropriate program will be notified using one or more of the following: electronic mail (e-mail), paging system, and the Internet website for the programs, or other reliable means of communication. Receipt of such notice is the responsibility of the Applicant. PG&E does not guarantee the reliability of the pager system, e-mail system or Internet site by which the Applicant receives notification regarding program operations.
  
4. PROGRAM INCENTIVES – Demand response program Applicants will receive a financial incentive for their participation as described in the attached Rate Schedule(s).
  
5. INTERACTION WITH APPLICANT’S OTHER APPLICABLE INTERRUPTIBLE/DEMAND RESPONSE PROGRAMS AND CHARGES
  - a. Applicant’s regular electric service bills will continue to be calculated each month based on their actual recorded monthly demands and energy usage.
  - b. Applicants who participate in a California Power Authority (CPA) or a third-party sponsored interruptible/demand response load program must immediately notify PG&E of such activity.
  - c. Load can only be committed to one Demand Response program for any given hour of a curtailment, and Applicant will be paid for performance under only one program for a given load reduction. For information regarding multiple program participation, please see the Interaction with Customer’s Other Applicable Programs and Charges Section of the program tariff.
  
6. REQUIRED EQUIPMENT - Each account must have an interval meter capable of recording usage in 15-minute (or less) intervals installed that can be read remotely by PG&E. In addition, Applicant must supply an e-mail address and have an alphanumeric pager to receive a curtailment notification message sent via the Internet. Applicant cannot participate in the Program until all of these requirements have been satisfied.

If required, PG&E will provide and install the metering equipment at no cost to bundled service Applicant under the terms and conditions stated in the appropriate Rate Schedule E-BIP, E-CPP, E-DBP, and E-SLRP. If applicable, Applicant is responsible for the installation associated with telemetry equipment required for the remote reading or monitoring of the interval meter. Metering equipment (including telephone line, cellular, or radio control communication device) must be in operation for at least ten (10) days prior to participating in the program to establish baseline.

If applicable, Applicant is responsible for the installation of a wired telephone line that terminates within three (3) feet of the Applicant's meter panel and terminates within eighteen (18) inches to seventy-two (72) inches above grade. Applicant is also responsible for any maintenance and repair of the telephone line. The telephone line installation must be completed and the telephone line must be operational before PG&E will perform any meter installation work required through this Program, or before Applicant is allowed to participate in the Program. For a situation in which it is not feasible for the telephone company to install a wired telephone line, Applicant may be required to arrange for a radio frequency or cellular telemetry system to be installed and activated.

If applicable, Applicant is responsible for placing the telephone service in their name and payment of the telephone bills directly to the telephone service provider. PG&E may withhold incentive payments to Applicant if PG&E is unable to remotely access the interval meter due to failure of telemetry equipment or telephone line.

7. PROGRAM TERMS

Schedules E-BIP and E-SLRP - Programs are available until modified or terminated in the rate design phase of the next general rate case or similar proceeding as ordered in Decision 02-04-060. Applicants eligible to participate in a Program(s) will remain on the Program until the program is terminated, unless Applicant cancels its Agreement during the November Review Period (November 1 – November 30) each year. Applicant shall provide written notification of such changes to PG&E. Cancellation will become effective with the first regular billing cycle following the thirty (30) days' notice.

Schedules E-CPP and E-DBP - Programs are available until modified or cancelled by the California Public Utilities Commission (CPUC). Applicant's participation in these tariffs will be in accordance with Electric Rule 12. Applicant may terminate their Agreement upon thirty (30) days' written notice. Termination of the Agreement will become effective with the first regular billing cycle following the thirty (30) days' notice. PG&E may terminate the Agreement at any time after giving thirty (30) days' written notice to participant.

8. INSTALLATION OF FACILITIES - Applicant hereby grants PG&E permission to furnish, install, operate and maintain upon the property of Applicant, such facilities as PG&E 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 PG&E. This license shall expire coincident with the expiration or termination of this Agreement and PG&E shall have a reasonable period of time to remove facilities installed pursuant to this Agreement and license.

9. ASSIGNMENT - Applicant may assign this Agreement only if PG&E consents in writing and only if the party to whom the Agreement is assigned is otherwise eligible to take service under the attached Rate Schedule, and agrees in writing to perform the obligations of Applicant hereunder and to be bound by this Agreement in all respects.

10. COMMISSION JURISDICTION - This Agreement shall be subject to all of PG&E'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.
11. MULTIPLE-METER GROUP – A customer with multiple accounts on a single site (e.g., contiguous property, campus facilities, business park), are eligible for the E-CPP under the provisions stated in Schedule E-CPP. The customer's taxpayer identification number must be the same for each account participating in the E-CPP program under this provision and each account must be listed on the Demand Response Program Agreement, Attachment A.
12. AGGREGATED GROUP – A customer with multiple accounts at various locations may participate in E-DBP under the provisions stated in Schedule E-DBP. The customer's taxpayer identification number must be the same for each account participating in the E-DBP program (with the exception of the San Francisco Pilot Program) under this provision and each account must be listed on the Demand Response Program Agreement, Attachment A.

**Aggregated customers participating in Schedule E-BIP should not use this form.**

13. SCHEDULE E-DBP NONDISCLOSURE AGREEMENT -- Applicants for Schedule E-DBP must sign and abide by the Non-Disclosure Agreement Regarding Confidentiality of Certain Pacific Gas and Electric Company Price Data as set forth in Attachment F.
14. DIRECT ACCESS PARTICIPANTS - Direct Access Applicant is responsible for any and all costs associated with providing the interval data into the PG&E system on a daily basis, including any additional metering or communication devices that may need to be installed. If PG&E is the MDMA on behalf of the Energy Service Provider, no additional fees will be required of the Applicant.

My Energy Service Provider (ESP) is: \_\_\_\_\_.

15. As part of this agreement, the Applicant is submitting the following attachments, and have agreed to the terms there in (Check as applicable):

|  | Attached                            | Not<br>Applicable        |
|--|-------------------------------------|--------------------------|
| Attachment A – Account(s) Listing (Required for all Applicants)  | <input checked="" type="checkbox"/> |                          |
| Attachment B – Multiple Program Participation (Required for all Applicants)  | <input checked="" type="checkbox"/> |                          |
| Attachment C – No Insurance Declaration (E-BIP Applicants Only)  | <input type="checkbox"/>            | <input type="checkbox"/> |
| Attachment D – Essential Customer Declaration  | <input type="checkbox"/>            | <input type="checkbox"/> |
| Attachment E – Non-Disclosure Agreement Regarding Confidentiality of Certain Pacific Gas and Electric Company Price Data (E-DBP Applicants Only) | <input type="checkbox"/>            | <input type="checkbox"/> |
| Attachment F – Non-Disclosure Certificate (E-DBP Applicants Only)  | <input type="checkbox"/>            | <input type="checkbox"/> |

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

On Behalf of APPLICANT

On Behalf of PACIFIC GAS AND ELECTRIC

By: \_\_\_\_\_  
(Authorized Signature)

By: \_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Type or Print Name)

\_\_\_\_\_  
(Type or Print Name)

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Attachments: Rate Schedule(s) \_\_\_\_\_

## ATTACHMENT A ACCOUNT(S) LISTING

**REFERENCE:**

Cordaptix Account ID \_\_\_\_\_  
 Service Agreement ID \_\_\_\_\_  
 Area/Division \_\_\_\_\_  
 Acct. Rep. \_\_\_\_\_  
 Rep. Ph. No. \_\_\_\_\_

(Check one)

- The following single account will be participating in the designated program listed below.
- The following accounts below will be participating as a Multiple Meter Group. Participants must supply their Federal Tax Identification number and all accounts participating as a Multiple Meter Group below.<sup>1</sup>
- The following accounts below will be participating in E-DBP as an Aggregated Group. Participants must supply their Federal Tax Identification number and all accounts participating as an aggregated group below.<sup>2</sup>
- The following accounts below are listed under the same business name and Federal Tax Identification number and will participate individually under the designated program(s).<sup>3</sup>

If you are submitting more than one account, please provide your **Federal Taxpayer Identification Number:** \_\_\_\_\_

| Account Information  |                      |                       | Program Options             |  |                              |                                       | Transitional Incentive <sup>4</sup>                                 |
|----------------------|----------------------|-----------------------|-----------------------------|--|------------------------------|---------------------------------------|---|
| Cordaptix Account ID | Service Agreement ID | Current Rate Schedule | E-BIP FSL (kW) <sup>5</sup> | E-BIP Option (A or B) <sup>6</sup>                       | E-SLRP CRA (kW) <sup>7</sup> | E-SLRP Option(s) (1A-5C) <sup>8</sup> | CPP's 12 Months Rate Protection                                     |
|                      |                      |                       | kW                          | <input type="checkbox"/> A<br><input type="checkbox"/> B | kW                           |                                       | <input type="checkbox"/> Accept<br><input type="checkbox"/> Decline |
|                      |                      |                       | kW                          | <input type="checkbox"/> A<br><input type="checkbox"/> B | kW                           |                                       | <input type="checkbox"/> Accept<br><input type="checkbox"/> Decline |
|                      |                      |                       | kW                          | <input type="checkbox"/> A<br><input type="checkbox"/> B | kW                           |                                       | <input type="checkbox"/> Accept<br><input type="checkbox"/> Decline |
|                      |                      |                       | kW                          | <input type="checkbox"/> A<br><input type="checkbox"/> B | kW                           |                                       | <input type="checkbox"/> Accept<br><input type="checkbox"/> Decline |
|                      |                      |                       | kW                          | <input type="checkbox"/> A<br><input type="checkbox"/> B | kW                           |                                       | <input type="checkbox"/> Accept<br><input type="checkbox"/> Decline |
|                      |                      |                       | kW                          | <input type="checkbox"/> A<br><input type="checkbox"/> B | kW                           |                                       | <input type="checkbox"/> Accept<br><input type="checkbox"/> Decline |
|                      |                      |                       | kW                          | <input type="checkbox"/> A<br><input type="checkbox"/> B | kW                           |                                       | <input type="checkbox"/> Accept<br><input type="checkbox"/> Decline |
|                      |                      |                       | kW                          | <input type="checkbox"/> A<br><input type="checkbox"/> B | kW                           |                                       | <input type="checkbox"/> Accept<br><input type="checkbox"/> Decline |
|                      |                      |                       | kW                          | <input type="checkbox"/> A<br><input type="checkbox"/> B | kW                           |                                       | <input type="checkbox"/> Accept<br><input type="checkbox"/> Decline |
|                      |                      |                       | kW                          | <input type="checkbox"/> A<br><input type="checkbox"/> B | kW                           |                                       | <input type="checkbox"/> Accept<br><input type="checkbox"/> Decline |

**ATTACHMENT A**  
**ACCOUNT(S) LISTING** *(continued)*

**Notes**

1. Customers with Multiple Meters on a single site (e.g., contiguous property, campus facilities, business park), are eligible for the E-CPP demand response program with accounts on the premises that are less than 200 kW average demand, provided at least one of the customer's accounts is great than 200 kW average demand and is participating in the program. The primary account shall be listed first on Attachment A. Each individual service account must be on an applicable rate schedule, have interval metering in place, and take service under the same Federal Taxpayer Identification number. Refer to Schedule E-CPP for additional program requirements for Multiple Meter groups.
2. A customer with multiple accounts at various locations may participate in E-DBP under the provisions stated in Schedule E-DBP. The primary account shall be listed first on Attachment A. Each individual service account must be on an applicable rate schedule, have interval metering in place, and take service under the same corporate Federal Taxpayer Identification number.. Refer to Schedule E-DBP for additional program requirements for Aggregated Groups.
3. Customers with more than one account with the same business name and the same Federal Taxpayer Identification number, may check this box and list all participating accounts on the table.
4. CPUC Decision 06-03-024 authorized continuation of transitional incentives for Schedule E-CPP until December 31, 2008. Applicants for Schedule E-CPP may elect to receive the Twelve (12) Month Rate Protection option See rate schedule for incentive description.
5. Schedule E-BIP applicants must designate the number of kilowatts ("firm service level") by which they will reduce their load during an E-BIP event operation.
6. Schedule E-BIP applicants must elect program Option A or B, as described in Schedule E-BIP.
7. Schedule E-DBP applicants may designate a pre-bid amount in dollars per kilowatt in which they will only be notified of an E-DBP event when the price trigger meets or exceeds their specified pre-bid amount.
8. Schedule E-SLRP applicants must designate a Committed Reduction Amount (CRA) in kilowatts by which they will reduce their load during an E-SLRP program operation.
9. Schedule E-SLRP applicants must elect a specific SLRP option(s) that corresponds with the day of the week and the time the applicant agrees to reduce load. E-SLRP participants will be required to curtail only during the summer season (June 1 through September 30) during the time period that corresponds with the customer's elected SLRP option(s). Applicants may elect up to three of the SLRP options per week, with no more than two of the SLRP options occurring during the same time period. See Schedule E-SLRP for program options.

Initials: \_\_\_\_\_



**REFERENCE:**

Cordaptix Account ID \_\_\_\_\_  
Service Agreement ID \_\_\_\_\_  
Area/Division \_\_\_\_\_  
Acct. Rep. \_\_\_\_\_  
Rep. Ph. No. \_\_\_\_\_

**ATTACHMENT C**  
**NO INSURANCE DECLARATION**  
**(E-BIP APPLICANTS ONLY)**

Applicant hereby declares that Applicant does not currently have, nor will obtain, any insurance for the purpose of paying non-compliance penalties for willful failure to comply with requests for curtailments under PG&E's Demand Response Programs.

Applicants with any such policy will be terminated from the Program(s), and will be required to pay back any incentives that Applicant received for the period covered by the insurance. If the period cannot be determined, the recovery shall be for the entire period Applicant was on the Program(s).

I hereby state that I am the \_\_\_\_\_ (title) of \_\_\_\_\_ (Company), and am authorized to make this declaration on behalf of my Company at the following location.

Initials: \_\_\_\_\_

**REFERENCE:**

Cordaptix Account ID \_\_\_\_\_  
Service Agreement ID \_\_\_\_\_  
Area/Division \_\_\_\_\_  
Acct. Rep. \_\_\_\_\_  
Rep. Ph. No. \_\_\_\_\_

**ATTACHMENT D**  
**ESSENTIAL CUSTOMER DECLARATION**

To the best of my understanding, I understand that my Company is considered an Essential Customer at the location stated above under the California Public Utilities Commission's rules and is exempt from rotating outages. I declare that I have voluntarily elected to participate in a PG&E Demand Response program for part of my electrical load based on adequate back-up generation or other means to interrupt load when requested by PG&E, while continuing to meet my essential needs. I acknowledge that I have not committed more than fifty percent (50%) of my average peak load under all Demand Response programs for each participating account.

I hereby state that I am the \_\_\_\_\_(title) of \_\_\_\_\_(Company), and am authorized to make this declaration on behalf of my Company at the following location.

Initials: \_\_\_\_\_

REFERENCE:

Cordaptix Account ID \_\_\_\_\_  
Service Agreement ID \_\_\_\_\_  
Area/Division \_\_\_\_\_  
Acct. Rep. \_\_\_\_\_  
Rep. Ph. No. \_\_\_\_\_

**ATTACHMENT E**  
**NON-DISCLOSURE AGREEMENT REGARDING CONFIDENTIALITY**  
**OF CERTAIN PACIFIC GAS AND ELECTRIC COMPANY PRICE DATA**  
**(E-DBP APPLICANTS ONLY)**

This Non-Disclosure Agreement (Agreement) is entered into between Pacific Gas and Electric Company (PG&E), a California Corporation, and \_\_\_\_\_ (Customer).

1. This Agreement shall govern access to and the use by Customer of all PG&E power price forecast data ("Protected Data" as more fully defined herein) provided to Customer in connection with Customer's participation in PG&E's Demand Bidding Program (DBP). Notwithstanding any termination of the DBP, this Protective Order shall remain in effect until it is specifically modified or terminated by PG&E.
  - (a) The term "Protected Data" means the forecast of PG&E's hourly power prices and/or price offer provided to Customer as part of Customer's participation in the DBP. Protected Data includes all copies of the hourly power prices, and all notes or analyses incorporating, containing, or derived from the hourly power prices. Protected Data includes, but is not limited to, information created, stored, or transmitted in electronic form.
  - (b) Protected Materials shall not include: (i) any information or document contained in the public files of the California Public Utilities Commission (CPUC) or any other state or federal agency, or in any state or federal court, unless such information or document has been determined to be protected by such agency or court; or (ii) information that is public knowledge, or which becomes public knowledge, other than through disclosure in violation of this Agreement.
  - (c) The term "Non-Disclosure Certificate" shall mean the certificate annexed hereto as Attachment F by which persons who have been granted access by Customer to the Protected Data shall, as a condition of such access, certify their understanding that such access is provided pursuant to the terms and restrictions of this Agreement, and that such persons have read such Agreement and agree to be bound by it. All Non-Disclosure Certificates shall be retained by Customer and made available to PG&E upon request.
  - (d) A Reviewing Representative shall mean any person, including any employee or consultant of Customer, who is engaged in activities (including the direct supervision of a person so engaged) relating to advising Customer or preparing Customer in connection with Customer's participation in the DBP and who is not a Market Participation Representative as defined below.
  - (e) A Market Participation Representative shall include any person, including any employee or consultant of Customer, who is engaged in activities (including the direct supervision of a person so engaged), for Customer or others, relating to the purchase, sale or marketing of energy or capacity, or the bidding on or purchasing of power plants or consulting on such matters, but shall explicitly exclude the activities of advising customers on utility rates, Direct Access transactions, and/or demand response programs.
2. Access of Reviewing Representatives to Protected Data shall be granted only pursuant to the terms of this Agreement. Any person who is a Market Participation Representative shall not be granted access to Protected Data.
3. Within thirty (30) days after receiving Protected Data, Customer shall return or destroy the Protected Data. Upon request by PG&E, an officer of customer shall also submit to PG&E an affidavit stating that, to the best of declarant's knowledge, all Protected Data have been returned or destroyed. To the extent Protected Data is not returned or destroyed pursuant to this paragraph, it shall remain subject to this Agreement.

4. In the event Customer receives a request from a state or federal governmental agency or via a judicial subpoena for the production of the Protected Data in Customer's possession, the Customer will immediately notify PG&E of such request. Customer and PG&E shall cooperate in opposing the request or requiring the continued confidential treatment of the requested data by the requesting agency.
5. Protected Data shall be treated as confidential by Customer and each Reviewing Representative in accordance with the certificate executed pursuant to Paragraph 2(c) hereof. Protected Materials shall not be used except as necessary for the purpose of assisting in Customer's effective participation in the DBP and shall not be disclosed in any manner to any person except other Reviewing Representatives who are engaged in Customer's participation in DBP and who need to know the information in order to carry out their responsibilities.
6. In the event that a Reviewing Representative to whom Protected Data is disclosed ceases to be engaged in activities concerning PG&E's DBP, access to Protected Data by that person shall be terminated. Even if no longer engaged in such reviews, every such person shall continue to be bound by the provisions of this Agreement and the Non-Disclosure Certificate. No Reviewing Representative may engage in any activities which would define him or her as a Market Participation Representative for a period of 30 days after ceasing his or her Reviewing Representative duties. Customer agrees to use best efforts to inform PG&E immediately, in writing, if Customer becomes aware that a former Reviewing Representative has engaged in Market Participation Representative activities sooner than 30 days after ceasing his or her Reviewing Representative activities.
7. All disputes arising under this Agreement shall be presented for resolution to the CPUC in the first instance. Prior to presenting any such dispute to the CPUC, the parties to the dispute shall use their best efforts to resolve it informally. Neither PG&E nor the Customer waives its right to seek additional administrative or judicial remedies in the event the CPUC acts or declines to act regarding the dispute.
8. Neither PG&E nor Customer waives its right to pursue any other legal or equitable remedy that may be available in the event of actual or anticipated disclosure of Protected Data.
9. PG&E and Customer may agree at any time to remove the "Protected Data" designation from any material if, in their mutual opinion, its confidentiality is no longer required.
10. PG&E shall not be liable to Customer for any liability or damage, of any kind, incurred or sustained by Customer, including for claims against Customer by third parties, as a result of use by Customer of the Protected Data.
11. This Agreement shall be governed by and interpreted in accordance with the laws of the State of California.
12. This Agreement contains the entire understanding between the parties with respect to the Protected Data. No change or modification shall be made effective unless in writing and signed by an authorized representative of each party.
13. This Agreement is subject to change or modification by the CPUC.

Initials: \_\_\_\_\_

**REFERENCE:**

Cordaptix Account ID \_\_\_\_\_  
Service Agreement ID \_\_\_\_\_  
Area/Division \_\_\_\_\_  
Acct. Rep. \_\_\_\_\_  
Rep. Ph. No. \_\_\_\_\_

**ATTACHMENT F**  
**NON-DISCLOSURE CERTIFICATE**  
**(E-DBP APPLICANTS ONLY)**

I, \_\_\_\_\_(individual's name), have been retained or designated by \_\_\_\_\_(Customer) to review certain materials that have been designated as "Protected Data" under the terms of the **NON-DISCLOSURE AGREEMENT REGARDING CONFIDENTIALITY OF CERTAIN PACIFIC GAS AND ELECTRIC COMPANY PRICE DATA** entered into between \_\_\_\_\_ (Customer) and Pacific Gas and Electric Company on \_\_\_\_\_(date). (the Agreement).

1. I hereby certify my understanding that access to Protected Data is provided to me pursuant to the terms and restrictions of the Agreement, that I have been given a copy of and have read the Agreement, and that I agree to be bound by it. I understand that the Protected Data, any notes or other memoranda, or any other form of information that copies or discloses Protected Data shall not be disclosed to anyone other than in accordance with the Agreement. I acknowledge that a violation of the terms of the Agreement also constitutes a violation of an order of the California Public Utilities Commission.
  
2. I understand that my review of Protected Data is solely for the purpose of assisting Customer in participating in PG&E's Demand Bidding Program, and that any other use or disclosure of Protected Data by me is a violation of the Agreement.

Dated: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE : \_\_\_\_\_



**Pacific Gas and Electric Company**  
San Francisco, California

*Cancelling*

Original

Cal. P.U.C. Sheet No.

25697-E

Cal. P.U.C. Sheet No.

PACIFIC GAS AND ELECTRIC COMPANY  
AGREEMENT FOR AGGREGATORS PARTICIPATING  
IN THE BASE INTERRUPTIBLE PROGRAM  
FORM NO. 79-1079 (12/06)  
(ATTACHED)

(N)  
|  
(N)

Advice Letter No. 2953-E  
Decision No. 06-11-049

Issued by  
**Brian K. Cherry**  
Vice President  
Regulatory Relations

Date Filed December 15, 2006  
Effective \_\_\_\_\_  
Resolution No. \_\_\_\_\_

105407

**AGREEMENT FOR AGGREGATORS PARTICIPATING IN THE  
BASE INTERRUPTIBLE PROGRAM**

This Agreement (Agreement) for Aggregators participating in the Base Interruptible Program (BIP) is entered into by and between Pacific Gas and Electric Company (PG&E), a California corporation, and \_\_\_\_\_ (Aggregator), a \_\_\_\_\_, PG&E and Aggregator may sometimes be referred to herein as a “Party” and collectively as the “Parties”.

WHEREAS, the California Public Utilities Commission (CPUC) has authorized PG&E’s Schedule E-BIP, (Schedule E-BIP), which is attached hereto as **Attachment A** and incorporated herein by this reference, whereby PG&E pays eligible Aggregators for participating in the BIP; and

WHEREAS, the CPUC has authorized the participation of Aggregators in BIP, and Aggregator desires to participate in the BIP subject to the applicable PG&E tariff rules and rate schedules.

NOW, THEREFORE, in consideration of the mutual undertakings set forth below, the Parties agree as follows:

**I. AGGREGATOR’S OBLIGATIONS**

A. Status; Subject to Applicable PG&E Tariffs. Aggregator’s status in the BIP shall be as an “Aggregator” under Schedule E-BIP. Aggregator shall be subject to all applicable tariff rules and regulations (which rules and regulations are hereby incorporated herein as an integral part of this Agreement), including, but not limited to, the rates, terms and conditions set forth in Schedule E-BIP, as such rules and regulations may be amended from time to time.

B. Representation of Customers. Aggregator shall represent those customers in PG&E’s electric service territory eligible to participate in the BIP, who have elected to participate through Aggregator with respect to such customer’s service agreement(s), by having appropriate contractual or other arrangements with each such eligible customer whereby such customer authorizes Aggregator, as its representative, to receive payments and to pay penalty charges on behalf of such customer in connection with the customer’s participation, through Aggregator, in the BIP. Aggregator shall be solely responsible for having the appropriate contractual or other arrangements with each customer whom Aggregator represents in the BIP. PG&E shall not be responsible for monitoring, auditing, reviewing or enforcing such arrangements. Aggregator acknowledges and agrees that, in its representation of PG&E customers for the BIP, Aggregator is subject to the terms and conditions of Schedule E-BIP and this Agreement.

C. Aggregator Service Establishment. Aggregator must submit an executed Agreement for Aggregators Participating in the BIP. The Agreement becomes effective upon execution by PG&E.

D. Required Notice to Add or Delete Customers. Once Aggregator has entered into the appropriate contractual or other arrangements with each customer whom Aggregator represents in the BIP, Aggregator shall deliver to PG&E a “Notice to Add or Delete Customers Participating in the Base Interruptible Program” in the form attached hereto as **Attachment B**, adding such customer’s service agreement(s) to Aggregator’s portfolio. The Notice shall be executed by the Aggregator and each affected customer. Aggregator shall notify PG&E that it has dropped a customer service agreement from its portfolio by delivering to PG&E a “Notice to Add or Delete Customers Participating in the Base Interruptible Program” signed by customer and Aggregator. Aggregator shall deliver such Notices to PG&E as specified in the Notice.

PG&E must approve each Service Agreement before the Service Agreement can be included in the Aggregator's portfolio. Additions to and deletions from the Aggregator's portfolio will be effective as specified in the E-BIP Tariff and the Notice.

E. Ensure Necessary Arrangements with Scheduling Coordinators for Direct Access or Community Choice Aggregation Service (CCA Service) Customers. Aggregator shall be solely responsible for having the appropriate contractual or other arrangements with the Scheduling Coordinator (SC) and/or the Energy Service Provider (ESP)/Community Choice Aggregator (CCA) for each DA/CCA Service customer whom Aggregator represents in the BIP to ensure that PG&E's SC receives an amount of energy that is equal to the amount of load dropped by Aggregator's customer during a BIP Event. The trade shall be scheduled as a Scheduling Coordinator to Scheduling Coordinator (SC-to-SC) trade to the congestion zone in which the DA/CCA Service customer is located. Aggregator shall not be entitled to any energy payment from PG&E for load dropped by a DA/CCA Service customer during a BIP Event pursuant to an Aggregator nomination unless PG&E receives a SC-to-SC trade for such load reductions during the BIP Event. PG&E shall not be responsible for enforcing requirements applicable to the performance of the Scheduling Coordinators. The Aggregator agrees to follow the SC-to-SC trade protocol in **Attachment C**. Aggregator shall be required to pay any imbalance charges imposed on PG&E by the California Independent System Operator arising from the Aggregator's failure to make a compliant SC-to-SC trade for its DA/CCA Service customer's load drop. The Aggregator is responsible for notifying the ESP/CCA for its DA/CCA Service customers that the ESP/CCA will not be compensated by PG&E for SC-to-SC trades submitted as a result of BIP Events.

F. Secure Customer Participation in Measurement and Evaluation Activities. Aggregator shall agree, and shall cause each customer whom Aggregator represents on the BIP to agree, to (i) allow personnel from the California Energy Commission, PG&E, and their contracting agents reasonable access to customer's facilities to conduct a site visit for measurement and evaluation of activities related to the BIP; and (ii) participate in and complete any surveys needed to enhance the BIP. Aggregator's failure to secure these agreements may result in the termination of this Agreement and/or a determination by PG&E that Aggregator is ineligible to participate in the BIP.

G. Timeliness and Due Diligence. Aggregator shall exercise due diligence in meeting its obligations and deadlines under Schedule E-BIP and this Agreement to facilitate customer participation through Aggregator in the BIP.

## **II. GENERAL TERMS**

A. Definitions. Except where explicitly defined herein, the capitalized terms used in this Agreement shall have the meanings set forth in Schedule E-BIP.

B. Customer-Specific Usage or Meter Data. Upon the addition of a Service Agreement to an Aggregator's portfolio, Usage or meter data for the Service Agreement will become available on a going forward basis via the format available on PG&E's Website.

## **III. LIMITATION OF LIABILITIES**

A. PG&E shall not be liable to the Aggregator for any damages caused by PG&E's conduct in compliance with, or as permitted by, Schedule E-BIP or other tariffs, this Agreement and associated legal and regulatory requirements related to the BIP.

B. PG&E's liability to Aggregator for any loss, cost, claim, injury, liability or expense, including reasonable attorneys' fees, relating to or arising from any act or omission in PG&E's performance of this Agreement shall be limited to the amount of direct damage actually incurred. In no event shall PG&E be

liable to Aggregator for any indirect, special, consequential or punitive damages of any kind whatsoever, whether in contract, tort or strict liability.

#### IV. PAYMENT

A. Payment Terms. During the term of this Agreement, PG&E shall make any payments due to Aggregator (after deducting any amounts due to PG&E) pursuant to the terms and conditions of Schedule E-BIP to Aggregator to the following address:

Name: \_\_\_\_\_  
Attention: \_\_\_\_\_  
Address 1: \_\_\_\_\_  
Address 2: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_

B. Late Payments. PG&E's charges to Aggregator as provided in Schedule E-BIP and Commission rules will be considered past due if it is not paid within 15 calendar days after transmittal of an invoice by PG&E. If an Aggregator does not pay PG&E's invoice within such 15 calendar days, then:

1. A 7-day notice may be mailed to the Aggregator and to each of the customers in the Aggregator's portfolio. If the charges in the notice remain unpaid after the expiration of the 7-day notice, PG&E shall have the right to terminate the Aggregator Agreement and Aggregator's participation in the BIP. If Aggregator's participation in the BIP is terminated, the Aggregator remains responsible for all outstanding charges billed pursuant to Schedule E-BIP, even if such charges are identified after the termination becomes effective.

2. If the Aggregator agreement is not terminated, the Aggregator will be unable to add customers to its portfolio until late payments are cured.

3. PG&E may require full collateral in the form of cash, irrevocable standby letter of credit, security bond or any other security instrument deemed appropriate by PG&E if the Aggregator makes more than one late payment. If such collateral is requested and not provided by the Aggregator to PG&E, the Aggregator's participation will be subject to termination by PG&E.

#### V. REPRESENTATIONS AND WARRANTIES

A. Each Party represents and warrants that it is and shall remain in compliance with all applicable laws.

B. Each Party represents and warrants that (a) it has the full power and authority to execute and deliver this Agreement and to perform its terms and conditions; (b) the execution, delivery and performance of this Agreement have been duly authorized by all necessary corporate or other action by such Party; and (c) this Agreement constitutes such Party's legal, valid and binding obligation, enforceable against such Party in accordance with its terms.

C. Each Party shall exercise all reasonable care, diligence and good faith in the performance of its duties pursuant to this Agreement, and carry out its duties in accordance with applicable recognized professional standards in accordance with the requirements of this Agreement.

D. With each submission of a “Notice to Add or Delete Customers Participating in the Base Interruptible Program,” and until such time as Aggregator submits such Notice for the removal of such customer from Aggregator’s representation, Aggregator represents and warrants that:

1. Each customer whom Aggregator represents is eligible to participate in the BIP and has elected to participate in the BIP through Aggregator;
2. Aggregator has entered into the appropriate contractual or other arrangements with such customer whereby such customer has authorized Aggregator to receive payments from and to pay penalty charges to PG&E on behalf of such customer in connection with such customer’s participation in the BIP.

## **VI. TERM**

A. The term of this Agreement shall commence as of the Effective Date and shall continue in full force unless terminated earlier pursuant to this section, Schedule E-BIP, or Section VII.

B. An Aggregator may request to terminate its participation in this program by submitting to PG&E a completed Cancellation of Contract (Form 62-4778) during the program’s opt-out period in November.

## **VII. TERMINATION**

A. Termination for Default. PG&E may immediately terminate this Agreement upon written notice to Aggregator if Aggregator breaches any material obligation under this Agreement and fails to cure such breach within fifteen (15) calendar days after receiving written notice of the breach. Customer must notify PG&E upon curing identified breach.

B. Effect of Termination. Upon an issuance of a notice to terminate this Agreement, PG&E shall have the right to solicit the direct participation in the BIP of customers represented by Aggregator who are eligible to participate directly in the BIP. All Service Agreements will be removed from the Aggregator’s portfolio upon the effective date of the termination.

## **VIII. INDEMNIFICATION**

A. Indemnification of PG&E. To the fullest extent permitted by law, Aggregator shall indemnify, defend and hold harmless PG&E, and its parent company, subsidiaries, affiliates and their respective shareholders, officers, directors, employees, agents, representatives, successors and assigns (collectively, the “Indemnified Parties”), from and against any and all claims, actions, suits, proceedings, losses, liabilities, penalties, fines, damages, costs or expenses, including without limitation reasonable attorneys’ fees (Claim), resulting from (a) any breach of the representations, warranties, covenants and obligations of Aggregator under this Agreement, (b) any act or omission of Aggregator, whether based upon Aggregator’s negligence, strict liability or otherwise, in connection with the performance of this Agreement, or (c) any third party claims of any kind, whether based upon negligence, strict liability or otherwise, arising out of or connected in any way to Aggregator’s performance or nonperformance under this Agreement.

B. Defense of Claim. If any Claim is brought against the Indemnified Parties, Aggregator shall assume the defense of such Claim, with counsel reasonably acceptable to the Indemnified Parties, unless in the opinion of counsel for the Indemnified Parties a conflict of interest between the Indemnified Parties and Aggregator may exist with respect to such Claim. If a conflict precludes Aggregator from assuming

the defense, then Aggregator shall reimburse the Indemnified Parties on a monthly basis for the Indemnified Parties' reasonable defense costs through separate counsel of the Indemnified Parties' choice. If Aggregator assumes the defense of the Indemnified Parties with acceptable counsel, the Indemnified Parties, at their sole option and expense, may participate in the defense with counsel of their own choice without relieving Aggregator of any of its obligations hereunder.

C. Survival. Aggregator's obligation to indemnify the Indemnified Parties shall survive the expiration or termination of this Agreement.

## **IX. NOTICES**

A. Mailing Address. Except for payments, which shall be made pursuant to Section IV, any formal notice, request, or demand required or permitted under this Agreement shall be given in writing by PG&E and Aggregator, and shall be (a) mailed by first-class mail, (b) mailed by registered, certified, (c) mailed by overnight mail, (d) delivered by hand, or (e) faxed with confirmation as set forth below, to the other Party as indicated below, or to such other address as the parties may designate by written notice.

To Aggregator:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Phone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_

To PG&E:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Phone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_

B. Notices. Notices delivered by hand shall be deemed received when delivered. Notices sent by facsimile shall be deemed received upon receipt but must be confirmed by mail within seventy-two (72) hours. Notices delivered by first class mail shall be deemed received forty-eight (48) hours (not including weekends and holidays) after deposit, postage prepaid, in the U.S. mail, or if certified, registered or overnight mailing is used, as acknowledged by the signed receipt of mailing.

## **X. CONFIDENTIALITY**

A. Confidentiality. Aggregator shall not disclose any Confidential Information obtained pursuant to this Agreement to any third party, including any affiliates of Aggregator, without the express prior written consent of PG&E. As used herein, the term "Confidential Information" means proprietary business, financial and commercial information pertaining to PG&E, customer names and other information related to customers, including energy usage data (Customer Information), any trade secrets and any other information of a similar nature, whether or not reduced to writing or other tangible form. Confidential Information shall not include: (a) information known to Aggregator prior to obtaining the same from PG&E; (b) information in the public domain at the time of disclosure by Aggregator; (c) information

obtained by Aggregator from a third party who did not receive the same, directly or indirectly, from PG&E; or (d) information approved for release by express prior written consent of an authorized representative of PG&E.

B. Use of Confidential Information. Aggregator hereby agrees that it shall use the Confidential Information solely for the purpose of performing under this Agreement. Aggregator agrees to use at least the same degree of care Aggregator uses with respect to its own proprietary or confidential information, which in any event shall result in a reasonable standard of care to prevent unauthorized use or disclosure of the Confidential Information.

C. Authorized Disclosure. Notwithstanding any other provisions of this Section Aggregator may disclose any of the Confidential Information in the event, but only to the extent, that, based upon advice of counsel, Aggregator is required to do so by the disclosure requirements of any law, rule, regulation or any order, decree, subpoena or ruling or other similar process of any court, governmental agency or regulatory authority. Prior to making or permitting any such disclosure, Aggregator shall provide PG&E with prompt written notice of any such requirement so that PG&E (with Aggregator's assistance if requested by PG&E) may seek a protective order or other appropriate remedy.

D. Term. The confidentiality provisions set forth in this Section shall remain in full force and effect with respect to any Confidential Information until the date that is five (5) years after the date of PG&E's disclosure of such Confidential Information to Aggregator pursuant to this Agreement; provided, further, that such confidentiality provisions shall remain in full force and effect with respect to any Customer Information in perpetuity.

E. Remedies. The Parties acknowledge that the Confidential Information is valuable and unique, and that damages would be an inadequate remedy for breach of this Section and the obligations of Aggregator are specifically enforceable. Accordingly, the Parties agree that in the event of a breach or threatened breach of this Section by Aggregator, PG&E shall be entitled to seek an injunction preventing such breach, without the necessity of proving damages or posting any bond. Any such relief shall be in addition to, and not in lieu of, monetary damages or any other legal or equitable remedy available to PG&E.

## **XI. MISCELLANEOUS**

A. Assignment. This Agreement, and the rights and obligations granted and/or obtained by Aggregator hereunder, shall not be further transferred or assigned by Aggregator without the prior written consent of PG&E. Any assignment in violation of this section shall be void.

B. Independent Contractor. Aggregator shall perform its obligations under this Agreement as an independent contractor, and no principal-agent or employer-employee relationship or joint venture or partnership shall be created with PG&E.

C. Choice of Law. This Agreement shall be carried out and interpreted under the laws of the State of California, without regard to any conflict of law principles thereof. Except for matters and disputes with respect to which the CPUC is the proper venue for dispute resolution pursuant to applicable law or this Agreement, the federal and state courts located in San Francisco, California shall constitute the sole proper venue for resolution of any matter or dispute hereunder. The Parties submit to the exclusive jurisdiction of such courts with respect to such matters and disputes.

D. Resolution of Disputes. Any dispute arising between the Parties relating to the interpretation of this Agreement or to the performance of a Party's obligations hereunder shall be reduced to writing and referred to the Parties' designated representative for resolution. The Parties shall be required to meet and confer in an effort to resolve any such dispute.

E. Waiver. Any failure or delay by either Party to exercise any right, in whole or part, hereunder shall not be construed as a waiver of the right to exercise the same, or any other right, at any time thereafter.

F. CPUC Jurisdiction: This Agreement shall be subject to all of PG&E's applicable tariffs on file with and authorized by the Commission and shall at all times be subject to changes or modifications as the Commission may, from time to time, direct in the exercise of its jurisdiction.

G. Entire Agreement; Amendments. This Agreement, including the Attachments listed below, sets forth the entire understanding of the Parties as to the subject matter hereof, and supersedes any prior discussions, offerings, representations or understanding (whether written or oral), and shall only be superseded by an instrument in writing executed by both Parties. This Agreement shall not be modified by course of performance, course of conduct or usage of trade.

*Attachment A: Schedule E-BIP*

*Attachment B: Notice to Add or Delete Customers Participating in the Base Interruptible Program*

*Attachment C: Protocol for SC-to-SC Trade*

H. Survival. Notwithstanding the expiration or termination of this Agreement, the Parties shall continue to be bound by the provisions of this Agreement, which, by their nature, survive completion or termination.

I. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

J. Headings. The headings contained in this Agreement are solely for the convenience of the Parties and shall not be used or relied upon in any manner in the construction or interpretation of this Agreement.

IN WITNESS WHEREOF, the authorized representatives of PG&E and Aggregator have executed this Agreement as of the Effective Date.

AGGREGATOR

PACIFIC GAS AND ELECTRIC COMPANY

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTACHMENT A**  
**Schedule E-BIP**

**ATTACHMENT B**

**Notice to Add or Delete Customers Participating In the Base Interruptible Program**  
(Form 79-1080)

## **ATTACHMENT C**

### **Protocol for SC-to-SC Trade**

For Option B of Schedule E-BIP, PG&E or PG&E's program coordinator shall notify Customer with at least four (4) hours notice that a BIP event has been issued. PG&E's notification shall specify the date, start time and end time of the BIP Event. Such schedules shall be for contiguous hours only. Aggregator shall perform or cause to be performed a Scheduling Coordinator to Scheduling Coordinator trade to PG&E's scheduling agent prior to the close of the CAISO's Hour-Ahead Market. Such traded quantity shall be adjusted by the Distribution Loss Factor for each Customer to account for delivery at the CAISO interface. The Electric Service Provider will not be compensated by PG&E for SC-to-SC trades submitted as a result of BIP Events.

### **Market Redesign and Technology Upgrade**

The foregoing protocols are intended for implementation under the current CAISO electric market structure. At this time, the precise treatment of Demand Response by the CAISO under Market Redesign and Technology Upgrade (MRTU) is uncertain. PG&E reserves the right to modify these protocols so that utilization of the Products can be consistent with MRTU requirements.



**Pacific Gas and Electric Company**  
San Francisco, California

*Cancelling*

Original

Cal. P.U.C. Sheet No.

25698-E

Cal. P.U.C. Sheet No.

PACIFIC GAS AND ELECTRIC COMPANY

NOTICE TO ADD OR DELETE CUSTOMERS PARTICIPATING  
IN THE BASE INTERRUPTIBLE PROGRAM  
FORM NO. 79-1080 (12/06)  
(ATTACHED)

(N)  
|  
(N)

Advice Letter No. 2953-E  
Decision No. 06-11-049

Issued by  
**Brian K. Cherry**  
Vice President  
Regulatory Relations

Date Filed December 15, 2006  
Effective \_\_\_\_\_  
Resolution No. \_\_\_\_\_

105408



**NOTICE TO ADD OR DELETE CUSTOMERS PARTICIPATING  
IN THE BASE INTERRUPTIBLE PROGRAM**

**Instructions:** Aggregators and Customers must use this notice to notify Pacific Gas and Electric Company (PG&E) of their intent to add or delete PG&E customers from the Aggregator's Base Interruptible Program (BIP) portfolio. Send the completed notice by U.S. mail or fax; however, the original must be mailed as soon as possible if the notice was faxed.

**Fax to:** Pacific Gas and Electric Company  
Demand Response Program Department  
Attn: BIP Manager  
FAX: 415-973-4177

**Mail signed original to:** Pacific Gas and Electric Company  
Demand Response Program Department  
Attn: BIP Manager  
77 Beale, B7B  
San Francisco, CA 94105

PG&E may verify the information on this notice with the Customer.

|                          |  |                  |  |
|--------------------------|--|------------------|--|
| Aggregator Company Name: |  | Aggregator Code: |  |
|--------------------------|--|------------------|--|

This notice adds or deletes a customer's Service Agreement(s) (SA) from the Aggregator's BIP portfolio. PG&E will review and approve each SA to be added to determine if it meets the minimum requirements as specified in Schedule E-BIP. PG&E must approve each SA before it can be included in an Aggregator's portfolio. Additions to the portfolio will be effective upon PG&E's approval date. Deletions from the portfolio will be effective at the end of the current calendar month in which this notice is received provided PG&E receives this notice at least 15 calendar days prior to the end of the current month.

By signing this notice, Aggregator and Customer understand that the Aggregator has the authority to act on behalf of the Customer in connection with the BIP for the Customer's Service Agreements shown on the next page. Such authority is subject to the applicable terms and conditions of Schedule E-BIP and the Agreement For Aggregators Participating In Base Interruptible Program (Form 79-1079).

Customer designates the above-named Aggregator to act on its behalf as its Aggregator pursuant to Schedule E-BIP for all purposes, including, but not limited to, the receipt of payments, the payment of penalties, if any, and the receipt of all notices sent by PG&E under the program.

Customer understands that PG&E will provide its electric usage and electric meter data for the Service Agreements to Aggregator so Aggregator can determine the payment payable to and penalties chargeable to Customer under Schedule E-BIP. Customer also agrees to allow personnel from the California Energy Commission (CEC), PG&E, and their contracting agents, reasonable access to conduct a site visit for measurement and evaluation, access to the Customer's interval meter data, and agree to complete any surveys needed to enhance this program.

Customer acknowledges that Aggregator is not PG&E's agent for any purpose. PG&E shall not be liable to the Customer for any damages resulting from any acts, omissions, or representations made by Aggregator in connection with Aggregator's solicitation of Customer or with the Aggregator's performance any of its functions in the BIP. PG&E shall not be liable to Customer for any damages caused to the Customer by any failure by Aggregator to comply with PG&E's tariffs or for any damages caused by Aggregator's failure to perform any commitment to the Customer.

|                |  |                  |  |
|----------------|--|------------------|--|
| Customer Name: |  | Aggregator Name: |  |
| Title:         |  | Title:           |  |
| Signature:     |  | Signature:       |  |
| Date:          |  | Date:            |  |

**Notice by Aggregator to Add/Delete Customers**  
**Please Print or Type Clearly**

Aggregator Name: \_\_\_\_\_

|     | Add/<br>Delete/<br>Change<br><sub>1</sub> | Customer Site Name | PG&E Service<br>Agreement Number | Electric Meter<br>Number | Service Address & City | FSL | Option<br>A or B |
|-----|---|--------------------|----------------------------------|--------------------------|------------------------|-----|------------------|
| 1.  |   |                    |                                  |                          |                        |     |                  |
| 2.  |   |                    |                                  |                          |                        |     |                  |
| 3.  |   |                    |                                  |                          |                        |     |                  |
| 4.  |   |                    |                                  |                          |                        |     |                  |
| 5.  |   |                    |                                  |                          |                        |     |                  |
| 6.  |   |                    |                                  |                          |                        |     |                  |
| 7.  |   |                    |                                  |                          |                        |     |                  |
| 8.  |   |                    |                                  |                          |                        |     |                  |
| 9.  |   |                    |                                  |                          |                        |     |                  |
| 10. |   |                    |                                  |                          |                        |     |                  |
| 11. |   |                    |                                  |                          |                        |     |                  |
| 12. |   |                    |                                  |                          |                        |     |                  |
| 13. |   |                    |                                  |                          |                        |     |                  |
| 14. |   |                    |                                  |                          |                        |     |                  |
| 15. |   |                    |                                  |                          |                        |     |                  |
| 16. |   |                    |                                  |                          |                        |     |                  |
| 17. |   |                    |                                  |                          |                        |     |                  |
| 18. |   |                    |                                  |                          |                        |     |                  |
| 19. |   |                    |                                  |                          |                        |     |                  |
| 20. |   |                    |                                  |                          |                        |     |                  |

<sup>1</sup> Customers may re-designate their firm service level or discontinue participation in the Program only once each year during the month of November.

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