

PUBLIC UTILITIES COMMISSION

505 VAN NESS AVENUE  
SAN FRANCISCO, CA 94102-3298



May 6, 2008

Advice Letter 3221-E

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

Subject: Electric Demand Response Tariffs Clean-Up

Dear Mr. Cherry:

Advice Letter 3221-E is effective March 24, 2008.

Sincerely,

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

Sean H. Gallagher, Director  
Energy Division



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

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

415.973.4977  
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March 3, 2008

**Advice 3221-E**

(Pacific Gas and Electric Company ID U 39 E)

Public Utilities Commission of the State of California

**Subject: Electric Demand Response Tariffs Clean-Up**

Pacific Gas and Electric Company (PG&E) hereby submits revisions to its electric demand response tariffs. The affected tariff sheets are listed on the enclosed Attachment 1.

**Purpose**

The purpose of this filing is to clean-up or modify tariff language in PG&E's demand response Schedules E-BIP, E-CPP, E-DBP, E-CBP, and E-SLRP and standard forms 79-976, 79-1079, and 79-1080 as described below.

**Revisions and Corrections to Existing Rate Schedules**

**Schedule E-BIP – Base Interruptible Program**

- Modify the program details section to exclude days when a customer or aggregated portfolio participated in a demand response program event from the Potential Load Reduction (PLR) calculation. The PLR uses average monthly usage as a basis for estimated load reduction, and including demand response event days in the monthly average calculation would lower the monthly average usage due to usage reductions during event participation. This unfairly penalizes the customer or aggregated portfolio for participating in the demand response program event.
- Clarify that automatic enrollment of E-BIP Option A customers in E-DBP should exclude third-party aggregated accounts. DBP enrollment requires a direct contract with PG&E and the customer, thus DBP does not currently allow third-party aggregation.
- Make minor typographical clarifications.

Schedule E-CPP – Critical Peak Pricing Program

- Modify the notification equipment section to include the option of customers receiving a facsimile notification in lieu of, or in addition to, receiving a text message via pager or cellular telephone. This allows customer with inadequate cellular telephone coverage another means to receive additional event notifications.
- Clarify the notification language for events following a weekend or PG&E holiday in the program operations section.
- Make minor typographical clarifications.

Schedule E-DBP – Demand Bidding Program

- Modify the notification equipment section to include the option of customers receiving a facsimile notification in lieu of, or in addition to, receiving a text message via pager or cellular phone. This allows customer with inadequate cellular telephone coverage another means to receive additional event notifications.
- Clarify the receipt of a free interval meter for a service agreement with a demand below 200 kW in an aggregated group is required to remain on the program for 12 months.
- Make minor typographical clarifications.

Schedule E-CBP – Capacity Bidding Program

- Add Community Choice Aggregation (CCA) service as an eligible participant in the program. This was inadvertently left off of previous versions.
- Insert a “soft trigger” and the ability to call the program for a PG&E system emergency. This allows PG&E more flexibility to trigger the program so that it better corresponds with system conditions rather than strict preset criteria. These changes will also make PG&E’s CBP program triggers consistent with the other utilities.
- Clarify the customer specific energy baseline is based on the days immediately before a CBP event.
- Modify the notification equipment section to include the option of customers receiving a facsimile notification in lieu of, or in addition to, receiving a text message via pager or cellular phone. This allows customer with inadequate cellular telephone coverage another means to receive additional event notifications.

- Make minor typographical clarifications.

#### Schedule E-SLRP – Scheduled Load Reduction Program

- Make minor typographical clarifications.

### **Revisions and Corrections to Existing Standard Forms**

#### Form 79-976 – Demand Response BIP Agreement for Individual Customers

- Add a column on the third page of the agreement to identify a customer's election to participate in the underfrequency relay (UFR) program. This is an available option for Option A customers under the E-BIP program; however there is currently no field to identify selection of the UFR option on the enrollment form.
- Delete the Attachment D checkboxes in section 10 in order to simplify and remove redundant language in the agreement. Section 1, Program, already states that Rate Schedule E-BIP is made a part of the agreement.

#### Form 79-1079 – Agreement for Aggregators Participating in the Base Interruptible Program

- Add a field in Section IV, Payment, for the aggregator to indicate their Federal Tax Identification number. This information is required for payment of program incentives to aggregators.

#### Form 79-1080 – Notice to Add or Delete Customers Participating in the Base Interruptible Program

- Modify the agreement to reflect the current mailing address of PG&E's BIP Manager.

### **Protest Period**

Anyone wishing to protest this filing may do so by sending a letter by **March 24, 2008**, which is 21 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) 703-2200  
E-mail: jnj@cpuc.ca.gov and mas@cpuc.ca.gov

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

The protest 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

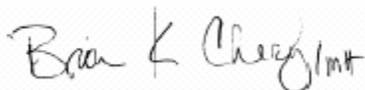
Facsimile: (415) 973-7226  
E-mail: PGETariffs@pge.com

### **Effective Date**

PG&E requests that this advice filing become effective on regular notice, **April 2, 2008**, which is 30 calendar days after the date of filing.

### **Notice**

In accordance with General Order 96-B, Section IV, 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>**.



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 (ID U39 M)**

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) #: 3221-E

**Tier: 2**

Subject of AL: Electric Demand Response Tariffs Clean-Up

Keywords (choose from CPUC listing): Demand Side Management

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: No

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

Is AL requesting confidential treatment? If so, what information is the utility seeking confidential treatment for: No

Confidential information will be made available to those who have executed a nondisclosure agreement:  Yes  No

Name(s) and contact information of the person(s) who will provide the nondisclosure agreement and access to the confidential information: \_\_\_\_\_

Resolution Required?  Yes  No

Requested effective date: April 2, 2008

No. of tariff sheets: 24

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

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

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

Tariff schedules affected: Electric Rate Schedules E-DBP, E-BIP, E-CPP, ESLRP, and E-CBP, as well as Electric Forms 79-976, 79-1079, and 79-1080

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

Pending advice letters that revise the same tariff sheets:

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

**CPUC, Energy Division**

**Tariff Files, Room 4005**

**DMS Branch**

**505 Van Ness Ave.,**

**San Francisco, CA 94102**

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

**Pacific Gas and Electric Company**

**Attn: Brian K. Cherry**

**Vice President, Regulatory Relations**

**77 Beale Street, Mail Code B10C**

**P.O. Box 770000**

**San Francisco, CA 94177**

**E-mail: [PGETariffs@pge.com](mailto:PGETariffs@pge.com)**

**ATTACHMENT 1  
Advice 3221-E**

<b>Cal P.U.C. Sheet No.</b>	<b>Title of Sheet</b>	<b>Cancelling Cal P.U.C. Sheet No.</b>
27204-E	Schedule E-BIP--Base Interruptible Program	27030-E
27205-E	Schedule E-BIP (Cont.)	26276-E
27206-E	Schedule E-BIP (Cont.)	25678-E
27207-E	Schedule E-BIP (Cont.)	26278-E
27208-E	Schedule E-BIP (Cont.)	25707-E
27209-E	Schedule E-BIP (Cont.)	27031-E
27210-E	Schedule E-DBP--Demand Bidding Program	26280-E
27211-E	Schedule E-DBP (Cont.)	25683-E
27212-E	Schedule E-DBP (Cont.)	26282-E
27213-E	Schedule E-SLRP--Scheduled Load Reduction Program	26284-E
27214-E	Schedule E-CPP--Critical Peak Pricing Program	23450-E
27215-E	Schedule E-CPP (Cont.)	26288-E
27216-E	Schedule E-CPP (Cont.)	25690-E
27217-E	Schedule E-CBP--Capacity Bidding Program	25931-E
27218-E	Schedule E-CBP (Cont.)	25932-E
27219-E	Schedule E-CBP (Cont.)	25939-E
27220-E	Schedule E-CBP (Cont.)	25940-E
27221-E	Sample Form 79-976--Interruptible Program Agreement	26290-E
27222-E	Sample Form 79-1079--Agreement for Aggregators Participating in the Base Interruptible Load Program	25697-E
27223-E	Sample Form 79-1080--Notice to Add or Delete Customers Participating in the Base Interruptible Program	26291-E
27229-E	Table of Contents -- Rate Schedules	26573-E
27230-E	Table of Contents -- Sample Forms	26294-E

**ATTACHMENT 1  
Advice 3221-E**

<b>Cal P.U.C. Sheet No.</b>	<b>Title of Sheet</b>	<b>Cancelling Cal P.U.C. Sheet No.</b>
27231-E	Table of Contents -- Sample Forms	26686-E
27232-E	Table of Contents -- Title Page	26710-E



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.

Decision 07-09-004 in the rate design phase of PG&E's 2007 General Rate Case proceeding ordered that all existing non-firm customers be transferred off of Schedule E-NF on or before January 1, 2008. Affected customers may elect to take service on Schedule E-BIP, Option A.

**TERRITORY:** This schedule is available throughout PG&E's electric service area. (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.

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.

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.

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.

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.

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.

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 or cellular telephone that is capable of receiving a text message sent via the Internet, and/or a facsimile machine to receive notification messages. Participation in the Program cannot begin until all of these requirements have been satisfied.

(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. 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:  
 (Cont'd.)

A. Program Options (Cont'd.)

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), excluding days participating in a demand response program event, and its designated FSL.

(T)  
 (T)

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), excluding days participating in a demand response program event, and its designated FSL.

(T)  
 (T)

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

(Continued)



SCHEDULE E-BIP—BASE INTERRUPTIBLE PROGRAM  
 (Continued)

PROGRAM  
 DETAILS:  
 (Cont'd.)

A. Program Options (Cont'd.)

6. (Cont'd.)

OPTION B (Cont'd.)

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.

(L)  
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 (L)

For aggregators, the CSEB is calculated separately for each of the aggregator's portfolio. The CSEB for the aggregated group is the hourly average based on the three (3) highest energy usage days of the immediate past ten (10) similar days for the load profile of the aggregated group. The three (3) highest energy usage days are those days with the highest total kilowatt hour usages for the aggregated group between during the on-peak hours in the summer period (May 1 through October 31) and the partial-peak hours during the winter period (November 1 through April 30). The hourly load profile on any given day during the program is determined by summing the hour by hour interval data for each of the SAs 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 another curtailment program or days when rotating outages were called.

B. Program Guidelines Common to Both Option A and B

1. PG&E will evaluate, credit, and apply non-compliance penalties for directly-enrolled customers and aggregator's portfolio under Schedule E-BIP within a period no longer than ninety (90) days after each curtailment event, depending on where the curtailment event falls within the customer's actual billing cycle. The incentive payments will be reflected in the customer's regular monthly bill as an adjustment.
2. PG&E may elect to evaluate and assess the non-compliance penalties associated with several curtailment events as a single adjustment.
3. Customers, both directly-enrolled and aggregated customers, may re-designate their FSL or discontinue participation in the Program only once each year during the month of November. Customers 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.
4. The Program will be operated throughout the year.
5. In the event of a curtailment, directly-enrolled customers and aggregators will be notified as described in the Notification Equipment Section of this schedule.

(Continued)



SCHEDULE E-BIP—BASE INTERRUPTIBLE PROGRAM  
 (Continued)

PROGRAM  
 DETAILS:  
 (Cont'd.)

- B. Program Guidelines Common to Both Option A and B (Cont'd.)
- 6. PG&E reserves the right to terminate the Program, with Commission approval and thirty (30) days' written notice to all directly-enrolled customers and aggregators. (L)
  - 7. All customers will be placed on a calendar billing cycle. (L)
  - 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.
  - 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.

(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.

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

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.

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.

Directly-enrolled customers enrolled in E-BIP Option A are automatically enrolled under PG&E's Schedule E-DBP, Demand Bidding Program. E-BIP customers cannot receive additional DBP incentive payments for load reductions on days that E-BIP Option A events are called upon. (T)

Option B

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

(Continued)



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).

**TERRITORY:** This schedule is available throughout PG&E electric service area. (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.

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 Application (Form 79-1098) 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.

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.

(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.

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.

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 or cellular telephone that is capable of receiving a text message sent via the Internet, and/or a facsimile machine to receive notification messages. A customer cannot participate in the Program until all of these requirements have been satisfied.

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 |  
 (T)

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  
 (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:

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, provided that the service agreement remains on the program for a minimum of 12 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 Demand Response Program Application (Form 79-1098), and a Customer Agreement and Password Agreement Governing use of Internet-Based Software Agreement (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 Application. 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.
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.

(Continued)



SCHEDULE E-SLRP—SCHEDULED LOAD REDUCTION 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 Scheduled Load Reduction Program (Program) is intended to give customers the ability to provide load reductions on PG&E's system at pre-scheduled times. Participants must identify a specific four (4) hour time period(s), up to three times per week, that is coincident with the California Independent System Operator's (CAISO) system peak conditions as specified in the SLRP Option Section. During the summer season (June 1 through September 30), the customer commits to reduce their load, and load that is curtailed during an E-SLRP event may not be shifted to another time. Compliance to curtailment is mandatory under the Program and the customer must curtail during its selected SLRP option. This Program may be closed by PG&E without notice when the interruptible program limits set forth by the CPUC have been fully subscribed.

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

**ELIGIBILITY:** This schedule is available to PG&E's bundled-service customers on a first-come, first-served basis. Each customer must take service under the provisions of rate Schedules A-10, E-19 (including voluntary), or E-20, or their successors, to participate in the Program and have a minimum average monthly demand of 100 kilowatts (kW). Customers participating in the Program must commit to reduce load by at least fifteen percent (15%) of the customer baseline usage, with a minimum load reduction of 100 kW, as described in the Program Operations Section of this schedule.

Bundled-service customers whose commodity portion of their bill is otherwise calculated as the sum of the products of the customer-specific hourly load and the hourly commodity price are not eligible to take service under this schedule.

Customers must submit a signed Demand Response Program Application (Form 79-1098), and a Customer Agreement and Password Agreement Governing use of Internet-Based Software Agreement (Form 79-977). Participants in this Program must designate on the Demand Response Program Application a SLRP option in which the customer will reduce their loads when requested (see Program Operation section for details) and the estimated minimum number of kW reduction ("Curtailment Reduction Amount") by which the customer will reduce its load during a Program operation. The Program is limited to a maximum total of 300 megawatts (MW) of estimated contracted Curtailment Reduction Amount for any given day, and 100 megawatts (MW) of estimated contracted Curtailment Reduction Amount for any given SLRP Option time period.

Customer's participation in the Program can only become effective after PG&E determines the customer has complied with all the terms and conditions of this schedule.

(Continued)



SCHEDULE E-CPP—CRITICAL PEAK PRICING PROGRAM

**APPLICABILITY:** The critical peak pricing (CPP) program is a voluntary alternative to traditional time-of-use rates. Schedule E-CPP is available to PG&E bundled-service customers with billed maximum demands of 200 kW or greater during any one of the past 12 billing months, and served on PG&E Demand Time-Of-Use (TOU) electric rate schedules A-10 TOU, E-19 (including E-19 voluntary), E-20, AG-4 (rates C and F only), AG-5 (rates C and F only) or their successors. Each customer must continue to take service under the provisions of their otherwise-applicable schedule (OAS), and not be billed via net-metering. The CPP program only operates during the summer months (May 1 through October 31). 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 CPP program. This program will remain in place until superseded by a mandatory CPP rate schedule, which is expected in the Advanced Metering OIR, Rulemaking (R.) 02-06-001 or subsequent filings. (T)  
 (T)

Customers may receive a transitional incentive to participate in the CPP program. Customers have the choice of receiving bill protection and subject to meeting qualification criteria (see Transitional Incentive Options section below).

Customers must have an interval meter and Internet access to PG&E's Inter-Act, a web-based notification system. Customers must have the required metering and notification equipment in place prior to participation in the CPP program.

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

**RATES:** The customer will be billed for all regular charges applicable under its otherwise-applicable rate schedule. Additional charges (based on usage on CPP operating days) and credits (based on usage on non-CPP days) will be determined according to the rates specified in this tariff. See "Definition of Time Periods" section below for specific CPP TOU period definitions. The CPP periods may differ from those of the customer's OAS. The additional energy charges applicable on CPP operating days will be determined as follows:

**CPP High-Price Period Usage:** The total effective energy charge for usage during the CPP High-Price Period will be five (5) times the customer's summer on-peak energy rate under their otherwise-applicable rate schedule multiplied by the actual energy usage, plus

**CPP Moderate-Price Period Usage:** The total effective energy charge for usage during the CPP Moderate-Price Period will be three (3) times the customer's summer part-peak energy rate under their otherwise-applicable rate schedule multiplied by the actual energy usage.

Customers taking service under Schedule E-CPP will pay reduced total effective TOU energy rates, through offsetting summer on-peak and part-peak rate credits for usage on those days that are not declared as CPP operating days, as shown in the following table. Schedule E-CPP charges and credits will only be applicable during the Summer season (May 1 to October 31), and will not affect winter season rates or bills.

(Continued)



SCHEDULE E-CPP—CRITICAL PEAK PRICING PROGRAM

DEFINITION OF  
 TIME PERIODS:  
 (Cont'd.)

HOLIDAYS: The CPP program will not operate on holidays. "Holidays" are Memorial Day, Independence Day, and Labor Day. The dates will be those on which the holidays are legally observed.

METERING  
 EQUIPMENT:

Each participating customer account must have an interval meter installed that can be remotely read by PG&E. Metering equipment (including telephone line, cellular, or radio communication device) must be in operation for at least ten (10) days prior to participating in the program to establish baseline. If required, as a provision for participating in the program, PG&E will provide and install the metering equipment and will also provide meter data retrieval at no cost to those customers receiving free meters through this tariff until otherwise directed by the CPUC.

NOTIFICATION  
 EQUIPMENT:

Customers, at their expense, must have access to the Internet and an e-mail address to receive notification of a CPP event. In addition, all customers must have, at their expense, an alphanumeric pager or cellular telephone that is capable of receiving a text message sent via the Internet, and/or a facsimile machine to receive notification messages. A customer cannot participate in the CPP program until all of these requirements have been satisfied.

(T)  
 |  
 (T)

If a CPP event occurs, customers will be notified using one or more of the above-mentioned systems. Receipt of such notice is the responsibility of the participating customer. 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. PG&E does not guarantee the reliability of the pager system, e-mail system or Internet site by which the customer receives notification.

CONTRACTS:

Customers must submit a signed Demand Response Program Application (Form 79-1098) and a Customer Agreement and Password Agreement Governing Use of Internet-Based Software (Form 79-977) in order to receive service.

Customer's participation in this tariff will be in accordance with Electric Rule 12. Customers may terminate their E-CPP participation by providing a minimum of 30 days' written notice. Cancellation will become effective with the first regular billing cycle after the 30-day notice period. PG&E reserves the right to terminate the customer's E-CPP participation upon thirty (30) days written notice.

(Continued)



SCHEDULE E-CPP—CRITICAL PEAK PRICING PROGRAM

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 by 12:00 noon on the business day immediately prior to a PG&E holiday or weekend if an event is planned for the first business day following the PG&E holiday or weekend.

(T)  
 |  
 (T)

NOTIFICATION AND TRIGGER:

PG&E will trigger a CPP event when the day-ahead temperature forecast trigger is reached.

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.

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.

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-CBP—CAPACITY BIDDING PROGRAM

**APPLICABILITY:** The Capacity Bidding Program (CBP) is a voluntary demand response program that offers customers incentives for reducing energy consumption when requested by PG&E. Schedule E-CBP is available to PG&E customers receiving bundled service, Community Choice Aggregation (CCA) service, or Direct Access (DA) service and being billed on a PG&E commercial, industrial, or agricultural electric rate schedule. An eligible customer must continue to take service under the provisions of its otherwise applicable schedule (OAS). (T)  
 (T)

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

**ELIGIBILITY:** A customer may participate in either the Day-Ahead or Day-Of option. A customer with multiple service agreements (SA) may nominate demand reductions from a single SA to either the Day-of option or Day-ahead option. A SA may not be nominated to both the Day-of and Day-ahead option during a single program month.

A customer cannot be on Schedule E-CBP and participate in any other demand response program except for E-OBMC and E-POBMC. Customers that receive electric power from third parties (other than through direct access), customers billed via net-metering (NEM, NEMFC, NEMBIO, etc.), and customers billed for standby service (either full or partial) are not eligible for the CBP.

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 CBP, 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.

Aggregators and customers participating in the CBP must comply with the terms of this schedule and associated agreements.

**SUBSCRIPTION LIMIT:** PG&E reserves the right to limit the subscription amount available to participate in the CBP, consistent with Commission guidelines.

**OPTIONS AND PRODUCTS:** The program season is May 1 through October 31.  
 The program days are Monday through Friday during the program season, excluding PG&E holidays. PG&E holidays during the program season are the dates on which the following holidays are legally observed: Memorial Day, Independence Day, and Labor Day.

The program hours are 11 a.m. to 7 p.m. on program days.

The following options and products are available:

Day-Ahead Options

Product	Minimum Duration per Event	Maximum Duration per Event	Maximum Event Hours Per Operating Month	Maximum Events Per Day
1-4 Hour	1 hour	4 hours	24	1
2-6 Hour	2 hours	6 hours	24	1
4-8 Hour	4 hours	8 hours	24	1

(Continued)



**SCHEDULE E-CBP—CAPACITY BIDDING PROGRAM**  
 (Continued)

PRODUCTS  
 (Cont'd.):

Day-Of Options

Product	Minimum Duration per Event	Maximum Duration per Event	Maximum Event Hours Per Operating Month	Maximum Events Per Day
1-4 Hour	1 hour	4 hours	24	1
2-6 Hour	2 hours	6 hours	24	1
4-8 Hour	24 hours	8 hours	24	1

AGGREGATOR'S PORTFOLIO:

An Aggregator must submit a Notice to Add or Delete Customers Participating in the Capacity Bidding Program (Form 79-1075) to add a customer's Service Agreements (SAs) to add or delete a customer's SAs 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. 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. A SA can be included in only one portfolio at a time.

CUSTOMER SPECIFIC ENERGY BASELINE:

To participate in this program, a customer, including aggregated customers, must have a valid customer specific energy baseline (CSEB) at least 5 calendar days prior to the first day of the operating 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 CBP 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 of the CBP event. The three (3) highest energy usage days are those days with the highest total kilowatt hour usages during the program hours. 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 were called. (T)

For Aggregators, each Capacity Nomination will have its own CSEB based its associated aggregated group. The CSEB for the aggregated group is the hourly average based on the three (3) highest energy usage days of the immediate past ten (10) similar days for the load profile of the aggregated group of the CBP event. The three (3) highest energy usage days are those days with the highest total kilowatt hour usages for the aggregated group between during the program hours. The hourly load profile on any given day during the program is determined by summing the hour by hour interval data for each of the SAs 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 were called. (T)

(Continued)



SCHEDULE E-CBP—CAPACITY BIDDING PROGRAM  
 (Continued)

**NOTIFICATION  
 EQUIPMENT:**

Directly-enrolled customers and Aggregators, at their expense, must have: (1) access to the Internet and an e-mail address to receive notification of a CBP Event; and (2) an alphanumeric pager or cellular telephone that is capable of receiving a text message sent via the Internet, and/or a facsimile machine to receive notification messages. A directly-enrolled customer or Aggregator cannot participate in the CBP until all of these requirements have been satisfied.

(T)  
 (T)

If a CBP Event occurs, directly-enrolled customers and Aggregators will be notified using one or more of the above mentioned systems. It is the responsibility of the Aggregator to notify its aggregated customers.

PG&E will make best efforts to notify directly-enrolled customers and Aggregators; however receipt of such notice is the responsibility of the participating customer or Aggregator. In addition, the customer or Aggregator may check PG&E's CBP website to see if a CBP Event has been triggered. PG&E does not guarantee the reliability of the pager system, e-mail system, or website by which the customer receives notification.

**CONTRACTS  
 AND FORMS:**

Customers wanting to directly enroll in PG&E's CBP must submit a signed Agreement For Customers Participating Directly In The Capacity Bidding Program (Form 79-1074).

Aggregators must submit a signed Agreement For Aggregators Participating In The Capacity Bidding Program (Form 79-1076). Aggregators must submit a Notice to Add or Delete Customers Participating in the Capacity Bidding Program (Form 79-1075) signed by the aggregated customer to add or delete a customer from its portfolio.

**CONTRACTUAL  
 ARRANGEMENT  
 BETWEEN  
 CUSTOMER AND  
 AGGREGATOR:**

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 CBP through such Aggregator are independent of PG&E. Any disputes arising between Aggregator and such customer shall be resolved by the parties.

**BILLING  
 DISPUTES:**

If a directly-enrolled customer or Aggregator disputes a bill issued by PG&E, the disputed amount will be deposited by the customer or Aggregator with the California Public Utilities Commission (Commission) pending resolution of the dispute under the existing Commission procedures for resolving such disputes with PG&E. No termination of participation in the CBP will occur for this dispute while the Commission is hearing the matter, provided that the full amount in dispute is deposited with the Commission.

If a customer has a billing dispute with its Aggregator, the customer will remain obligated to pay PG&E charges for its OAS in a timely manner. Neither the Aggregator nor the customer shall withhold payment of PG&E charges pending resolution of a dispute between the customer and Aggregator.

(Continued)



SCHEDULE E-CBP—CAPACITY BIDDING PROGRAM  
 (Continued)

PROGRAM  
 TRIGGER AND  
 NOTIFICATION:

Day-Ahead Option:

PG&E may trigger a Day-Ahead CBP Event when PG&E's procurement stack is expected to require the dispatch of electric generation facilities with heat rates of 15,000 BTU/kWh or greater for the day-ahead market, or when PG&E, in its sole opinion, forecasts that resources may not be adequate. PG&E reserves the right not to call an event even when these thresholds are reached when PG&E, in its sole opinion, forecasts that resources may be adequate. Separate CBP Events will be called by congestion zone (NP-15 or ZP-26) where the customer is located. (T)

PG&E will notify directly-enrolled customers and Aggregators by 3:00 p.m. on a day-ahead basis of a CBP Event for the following business day. Notices will be issued by 3:00 p.m. on the business day immediately prior to a PG&E holiday or weekend if a CBP Event is planned for the first business day following the PG&E holiday or weekend.

PG&E may call up to two (2) test Day-Ahead CBP Events per calendar year. Test CBP Events will be treated as actual CBP Events, including payments and penalties, and will count towards the product limits.

Day-Of Option:

PG&E may trigger a Day-Of Event when PG&E's procurement stack is expected to require the dispatch of electric generation facilities with heat rates of 15,000 BTU/kWh or greater for the hour-ahead market, or when PG&E, in its sole opinion, forecasts that resources may not be adequate. PG&E reserves the right not to call an event even when these thresholds are reached when PG&E, in its sole opinion, forecasts that resources may be adequate. Separate CBP Events will be called by congestion zone (NP-15 or ZP-26) where the customer is located. (T)

PG&E will notify directly-enrolled customers and Aggregators on a day-of basis, with up to 30 minutes notice prior to the close of the ISO Hour-Ahead Market (approximately three hours notice prior to the start of a Day-Of Event).

PG&E may call two (2) test Day-Of CBP Events per calendar year. Test Day-Of CBP Events will be treated as actual CBP Events, including payments and penalties, and will count towards the product limits.

PROGRAM  
 RESEARCH AND  
 ANALYSIS:

All customers participating on this program agree 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.

(Continued)



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

*Cancelling*

Revised  
Revised

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

27221-E  
26290-E

PACIFIC GAS AND ELECTRIC COMPANY

DEMAND RESPONSE BIP AGREEMENT FOR INDIVIDUAL CUSTOMERS  
FORM NO. 79-976 (03/08)  
(ATTACHED)

(T)  
(T)

Advice Letter No. 3221-E  
Decision No.

108260

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

Date Filed March 3, 2008  
Effective \_\_\_\_\_  
Resolution No. \_\_\_\_\_



Pacific Gas and Electric Company

**Demand Response BIP  
Agreement for Individual  
Customers**

**DISTRIBUTION:**

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

**REFERENCE:**

Account # \_\_\_\_\_  
 Service 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 PG&E's Demand Response program, Rate Schedule E-BIP (Base Interruptible Program), a copy of which is attached hereto and made a part of this Agreement.
2. ELIGIBILITY – Applicant has reviewed Rate Schedule E-BIP and confirms that applicant meets or exceeds all eligibility requirements set forth in the Rate Schedule.
3. PROGRAM OPERATIONS, INCENTIVES, AND NON-PERFORMANCE PAYMENTS – Operating parameters, incentives, and non-performance payments for each program are described in the Rate Schedule.
4. 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 another PG&E 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.
5. PROGRAM TERMS – Program participation can be modified or terminated as specified in the applicable tariff.
6. INSTALLATION OF FACILITIES - Installation of any facilities (e.g. metering equipment, telephone lines, etc) shall be installed as outlined in PG&E's tariff and/or installation specifications.
7. 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 Rate Schedule, and agrees in writing to perform the obligations of Applicant hereunder and to be bound by this Agreement in all respects.
8. 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.
9. COMMUNITY CHOICE AGGREGATION SERVICE/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 Meter Date Management Agent on behalf of the Energy Service Provider, no additional fees will be required of the Applicant.

My Community Choice Aggregator (CCA)/ESP is: \_\_\_\_\_.

My CCA/ESP's Scheduling Coordinator is: \_\_\_\_\_.

10. 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 Applicable
Attachment A – Account Enrollment	<input type="checkbox"/>	<input type="checkbox"/>
Attachment B – Essential Customer Declaration	<input type="checkbox"/>	<input type="checkbox"/>
Attachment C – Protocol for SC-SC Trade	<input type="checkbox"/>	<input type="checkbox"/>

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

On Behalf of APPLICANT

On Behalf of PACIFIC GAS AND ELECTRIC  
COMPANY

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

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

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

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

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

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

**ATTACHMENT A  
ACCOUNT ENROLLMENT**

ACCOUNT INFORMATION			SELECT PROGRAM(S)		
Account Number	Service ID #	Rate Schedule	E-BIP FSL (kW)	E-BIP Option (A or B)	UFR Program (Option A customers only)
			kW	<input type="checkbox"/> A <input type="checkbox"/> B	<input type="checkbox"/> Yes <input type="checkbox"/> No
			kW	<input type="checkbox"/> A <input type="checkbox"/> B	<input type="checkbox"/> Yes <input type="checkbox"/> No
			kW	<input type="checkbox"/> A <input type="checkbox"/> B	<input type="checkbox"/> Yes <input type="checkbox"/> No
			kW	<input type="checkbox"/> A <input type="checkbox"/> B	<input type="checkbox"/> Yes <input type="checkbox"/> No
			kW	<input type="checkbox"/> A <input type="checkbox"/> B	<input type="checkbox"/> Yes <input type="checkbox"/> No
			kW	<input type="checkbox"/> A <input type="checkbox"/> B	<input type="checkbox"/> Yes <input type="checkbox"/> No
			kW	<input type="checkbox"/> A <input type="checkbox"/> B	<input type="checkbox"/> Yes <input type="checkbox"/> No
			kW	<input type="checkbox"/> A <input type="checkbox"/> B	<input type="checkbox"/> Yes <input type="checkbox"/> No
			kW	<input type="checkbox"/> A <input type="checkbox"/> B	<input type="checkbox"/> Yes <input type="checkbox"/> No
			kW	<input type="checkbox"/> A <input type="checkbox"/> B	<input type="checkbox"/> Yes <input type="checkbox"/> No
			kW	<input type="checkbox"/> A <input type="checkbox"/> B	<input type="checkbox"/> Yes <input type="checkbox"/> No
			kW	<input type="checkbox"/> A <input type="checkbox"/> B	<input type="checkbox"/> Yes <input type="checkbox"/> No
			kW	<input type="checkbox"/> A <input type="checkbox"/> B	<input type="checkbox"/> Yes <input type="checkbox"/> No

**ATTACHMENT B**  
**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: \_\_\_\_\_

+++++

**You are an essential customer if you are any of the following:**

- A. Government or other agencies providing essential fire, police, and prison services
- B. Governmental agencies essential to national defense
- C. Hospitals and skilled nursing facilities
- D. Communication utilities, as they relate to public health, welfare and security, including telephone utilities
- E. Navigation, communication traffic control, and landing and departure facilities for commercial air and sea operations
- F. Electric utility facilities and supporting fuel transportation services critical to continuity of electric power system operation
- G. Radio and television broadcasting stations used for broadcasting emergency messages, instruction, and other public information related to the electric curtailment emergency
- H. Water and sewage treatment utilities may request partial or complete exemption from electric utilities in times of emergency identified as requiring their service, such as fire fighting
- I. Areas served by networks, at utilities' discretion.
- J. Rail rapid transit systems as necessary to protect public safety, to the extent exempted by the Commission
- K. Customers served at transmission voltages to the extent that (a) they supply power to the grid in excess of their load at the time of the rotating outage, or (b) their inclusion in rotating outages would jeopardize system integrity
- L. Optional Binding Mandatory Curtailment Program (OBMC). Any customer, or customers, meeting the following criteria
- M. Limited other customers as necessary to protect public health and safety, to the extent exempted by the Commission. Exemptions granted 9/6/2001 by the CPUC under this category had a limited duration of 24 months. These customers received a 30 day notice prior to the exemption expiration date of 9/6/2003.
- N. Petroleum refineries, vital ancillary facilities, and other customers in the critical fuels chain of production, to the extent exempted by the Commission. Petroleum refineries are facilities that separate or alter the components in crude oil, and convert the components into usable fuels or feedstock for further processing. Vital ancillary facilities are facilities that, if curtailed during a rotating outage, would cause one or more petroleum refineries to significantly curtail production, initiate a controlled shutdown, or initiate an emergency shutdown. Eligible refineries and vital ancillary facilities must be firm electricity service customers served at transmission level, or served at distribution level in an outage block exempt from rotating outages.

**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. Customer 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*

Revised  
Original

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

27222-E  
25697-E

PACIFIC GAS AND ELECTRIC COMPANY  
AGREEMENT FOR AGGREGATORS PARTICIPATING  
IN THE BASE INTERRUPTIBLE PROGRAM  
FORM NO. 79-1079 (03/08)  
(ATTACHED)

(T)  
|  
(T)

Advice Letter No. 3221-E  
Decision No.

108258

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

Date Filed March 3, 2008  
Effective \_\_\_\_\_  
Resolution No. \_\_\_\_\_

**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: \_\_\_\_\_  
Federal Tax ID: \_\_\_\_\_

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*

Revised  
Original

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

27223-E  
26291-E

PACIFIC GAS AND ELECTRIC COMPANY  
NOTICE TO ADD OR DELETE CUSTOMERS PARTICIPATING  
IN THE BASE INTERRUPTIBLE PROGRAM  
FORM NO. 79-1080 (3/08)  
(ATTACHED)

(T)  
|  
(T)

Advice Letter No. 3221-E  
Decision No.

108259

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

Date Filed March 3, 2008  
Effective \_\_\_\_\_  
Resolution No. \_\_\_\_\_



**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  
245 Market Street, N3E  
San Francisco, CA 94105

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

Aggregator Company Name:		Aggregator Code:	
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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.

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/ Delete/ Change <sup>1</sup>	Customer Site Name	PG&E Service Agreement Number	Electric Meter Number	Service Address & City	FSL	Option 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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