

PUBLIC UTILITIES COMMISSION

505 VAN NESS AVENUE  
SAN FRANCISCO, CA 94102-3298



October 14, 2009

**Advice Letter 3528-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: Revision to Demand Response Tariffs in Compliance  
with D.09-08-027**

Dear Mr. Cherry:

Advice Letter 3528-E is effective October 19, 2009.

Sincerely,

A handwritten signature in blue ink that reads "Julie A. Fitch".

Julie A. Fitch, 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

Fax: 415-973-7226

September 18, 2009

**Advice 3528-E**

(Pacific Gas and Electric Company ID U 39 E)

**Subject: Revision to Demand Response Tariffs in Compliance With Decision  
09-08-027**

Public Utilities Commission of the State of California

Pacific Gas and Electric Company (PG&E) hereby submits revisions to various electric demand response (DR) tariffs. The affected tariff sheets are included as Attachment 1.

**Purpose**

In compliance with California Public Utilities Commission (Commission) Decision (D.) 09-08-027, PG&E proposes the following revisions to the tariff language in PG&E's DR rate schedule E-BIP - Base Interruptible Program, E-DBP - Demand Bidding Program, and standard forms 79-1079 and 79-1080 as described below. The tariff changes eliminate Option B in rate schedule E-BIP and references to this option in various other tariffs.

**Background**

The Base Interruptible Program (BIP) provides load reductions on a day-of basis when the California Independent System Operator (CAISO) issues a curtailment notice. Participants are required to reduce their load to or below a pre-determined firm service level with a minimum load reduction of 100 kW. There are two levels of participation — Option A (30 minutes notice, 4 hour curtailments, incentive payments based on potential load reduction ranging from \$8/kW to \$9/kW, \$6/kWh penalty) and Option B (4 hours notice, 4 hour curtailments, \$0.60/kWh incentive, no capacity payment, no penalty).

The current Option B was filed and approved in Advice 2953-E, in compliance with D.06-11-049. Option B provides for a flat energy payment for qualifying demand response reduction. However, no customers have ever enrolled in Option B and the features of this option are very similar to options offered in PG&E's existing PeakChoice program. PG&E proposed in Application 08-06-003 to eliminate this option, and the Commission discontinued this option in Ordering Paragraph 6 of D.09-08-027.

### **Revisions to Existing Rate Schedule and Standard Forms**

In compliance with D.09-08-027, PG&E proposes to eliminate Option B in rate schedule E-BIP, and all references to this option in the tariff. In addition, references to BIP Option B will need to be eliminated in rate schedule E-DBP, and standard forms 79-1079 and 79-1080.

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

- Delete Option B from Program Details section
- Remove references that distinguish between Option A and Option B

#### **Schedule E-DBP – Demand Bidding Program**

- Delete the BIP Option B reference from Interaction with Customer's Applicable Programs and Charges section

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

- Delete Option B references in section XI.G and eliminate Attachment C

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

- Delete column asking customer to designate Option A or Option B from form

### **Protest Period**

Anyone wishing to protest this filing may do so by sending a letter by **October 8, 2009**, which is **20** days from the date of this filing. The protest must state the grounds upon which it is based, including such items as financial and service impact, and should be submitted expeditiously. Protests should be mailed to:

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

Facsimile: (415) 703-2200  
E-mail: [anj@cpuc.ca.gov](mailto:anj@cpuc.ca.gov) and [mas@cpuc.ca.gov](mailto: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, **October 19, 2009**, which is 31 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.08-06-003 and R.07-01-041. Address changes should be directed to San Heng at (415) 973-2640. Advice Letter filings can also be accessed electronically at: <http://www.pge.com/tariffs>.



Vice President - Regulatory Relations

Attachments

cc: Service Lists – A.08-06-003 and R.07-01-041

# 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: Linda Tom-Martinez

Phone #: (415) 973-4612

E-mail: lmt1@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) #: **3528-E**

**Tier: 2**

Subject of AL: Revision to Demand Response Tariffs in Compliance with Decision 09-08-027

Keywords (choose from CPUC listing): Form, 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 #: D.09-08-027

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:

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: **October 19, 2009**

No. of tariff sheets: 12

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 Schedules E-BIP and E-DBP; Electric Forms 79-1079 and 79-1080

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

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

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 3528-E**

<b>Cal P.U.C. Sheet No.</b>	<b>Title of Sheet</b>	<b>Cancelling Cal P.U.C. Sheet No.</b>
28413-E	ELECTRIC SCHEDULE E-BIP BASE INTERRUPTIBLE PROGRAM Sheet 1	27828-E
28414-E	ELECTRIC SCHEDULE E-BIP BASE INTERRUPTIBLE PROGRAM Sheet 2	27275-E
28415-E	ELECTRIC SCHEDULE E-BIP BASE INTERRUPTIBLE PROGRAM Sheet 4	27829-E
28416-E	ELECTRIC SCHEDULE E-BIP BASE INTERRUPTIBLE PROGRAM Sheet 5	27206-E
28417-E	ELECTRIC SCHEDULE E-BIP BASE INTERRUPTIBLE PROGRAM Sheet 6	27207-E
28418-E	ELECTRIC SCHEDULE E-BIP BASE INTERRUPTIBLE PROGRAM Sheet 7	27208-E
28419-E	ELECTRIC SCHEDULE E-DBP DEMAND BIDDING PROGRAM Sheet 8	26283-E
28420-E	ELECTRIC SAMPLE FORM NO. 79-1079 AGREEMENT FOR AGGREGATORS PARTICIPATING IN THE BASE INTERRUPTIBLE PROGRAM	27222-E
28421-E	ELECTRIC SAMPLE FORM NO. 79-1080 NOTICE TO ADD OR DELETE CUSTOMERS PARTICIPATING IN THE BASE INTERRUPTIBLE PROGRAM	27223-E
28422-E	ELECTRIC TABLE OF CONTENTS Sheet 1	28388-E
28423-E	ELECTRIC TABLE OF CONTENTS RATE SCHEDULES Sheet 5	28326-E

**ATTACHMENT 1  
Advice 3528-E**

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

**Title of Sheet**

**Cancelling Cal  
P.U.C. Sheet No.**

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28424-E

ELECTRIC TABLE OF CONTENTS  
SAMPLE FORMS  
Sheet 18

27230-E



**ELECTRIC SCHEDULE E-BIP  
 BASE INTERRUPTIBLE PROGRAM**

Sheet 1

**APPLICABILITY:** This schedule is available until modified or terminated in the rate design phase of the next general rate case or in another proceeding. 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.

(D)

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

**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 acknowledge that the customer is voluntarily electing to participate in this 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)

Advice Letter No: 3528-E  
 Decision No. 09-08-027

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

Date Filed September 18, 2009  
 Effective October 19, 2009  
 Resolution No. \_\_\_\_\_



**ELECTRIC SCHEDULE E-BIP  
 BASE INTERRUPTIBLE PROGRAM**

Sheet 2

**ENROLLMENT:** Customer participating directly with PG&E must enroll using PG&E's demand response enrollment website. Third party aggregators must submit a written Contract.

**UNDER-FREQUENCY RELAY PROGRAM:** Only directly-enrolled customers may participate in PG&E's Underfrequency Relay (UFR) Program. The UFR Program is not available to customers enrolled through aggregators. Under the UFR Program, the customer agrees to be subject at all times to automatic interruptions of service caused by an underfrequency relay device that may be installed by PG&E. Please note that PG&E may require up to three years' written notice for termination of participation in the UFR Program. (T)

1) **Details on Automatic Interruptions:** If a customer is participating in the UFR Program, service to the customer will be automatically interrupted if the frequency on the PG&E system drops to 59.65 hertz for 20 cycles. PG&E will install and maintain a digital underfrequency relay and whatever associated equipment it believes is necessary to carry out such automatic interruption. Relays and other equipment will remain the property of PG&E. If more than one relay is required, PG&E will provide the additional relays as "special facilities," at customer's expense, in accordance with Section I of Rule 2.

In addition to the underfrequency relay, PG&E may install equipment that would automatically interrupt service in case of voltage reductions or other operating conditions.

2) **Metering Requirements for UFR Program:** If a customer is participating in the UFR program in combination with firm or curtailable-only service, the customer will be required to have a separate meter for the UFR service. PG&E will provide the meter sets, but the customer will be responsible for arranging customer's wiring in such a way that the service for each service agreement can be provided and metered at a single point. NOTE: Any other additional facilities required for a combination of curtailable with firm service will be treated as "special facilities" in accordance with Section I of Rule 2.

3) **Communication Channel for UFR Service:** UFR Program customers are required to provide an exclusive communication channel from the PG&E-provided terminal block at the customer's facility to a PG&E-designated control center. The communication channel must meet PG&E's specifications, and must be provided at the customer's expense. PG&E shall have the right to inspect the communication circuit upon reasonable notice.

4) **Rate for UFR Service:** Customers participating in the UFR Program will receive a \$0.67/kW demand credit on a monthly basis based on their average monthly on-peak period demand in the summer and the average monthly partial-peak demand in the winter.

(Continued)



**ELECTRIC SCHEDULE E-BIP  
 BASE INTERRUPTIBLE PROGRAM**

Sheet 4

PROGRAM  
 DETAILS:

A. An aggregator's customers will be grouped into portfolios by the following categories: (1) Bundled, CCA Service, or Direct Access, and (2) PG&E BIP Curtailment Zone. Note, all customers in an aggregator's group must be in the same PG&E BIP Curtailment Zone. The BIP Curtailment Zone is determined by the geographic location of the participating service agreement. (D)  
 (T)

1. Notification Period – Customers will be given at least thirty (30) minutes notice before each curtailment. (D)
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.

A customer may be required to participate in a test event when they sign-up for the Program and up to two additional test events per year to ensure that the notification equipment is operational and to verify the expected load drop. Test events will be operated, paid, and counted as actual curtailment events.

3. Program Participation Incentive Payments – Incentive payments will be paid on a monthly basis based on the directly enrolled customer's or aggregated portfolios' monthly potential load reduction (PLR) amount:

Potential Load Reduction	Incentive
1 kW to 500 kW	\$8.00/kW
501 kW to 1,000 kW	\$8.50/kW
1,001 kW and greater	\$9.00/kW

The PLR (described below) will be multiplied by the appropriate incentive level to determine the monthly incentive payment.

4. Failure to Reduce Loads during an Event – Customers will be penalized \$6.00 per kilowatt-hour (kWh) for energy usage over its FSL during a curtailment. Penalties will be evaluated on an hourly basis.
5. Trigger – The CAISO may request PG&E to operate all or part of the customers on Option A when 1) it has publicly issued a Warning notice and has determined that a Stage 1 emergency is imminent consistent with its operating procedure E-508B, 2) during a Stage 2 event; 3) based on its forecasted system conditions and operating procedures, or 4) in the event of a transmission system contingency.

(Continued)





**ELECTRIC SCHEDULE E-BIP**  
**BASE INTERRUPTIBLE PROGRAM**

Sheet 6

PROGRAM DETAILS: (Cont'd.)	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.	(L)   
	10. Aggregators will be paid based on the individual performance of each portfolio.	   
CONTRACTS:	Aggregators must submit a signed <u>Agreement For Aggregators Participating in the Base Interruptible Program</u> (Form 79-1079). Aggregators must submit a <u>Notice to Add or Delete Customers Participating in the Base Interruptible Program</u> (Form 79-1080) signed by the aggregated customer to add or delete a customer from its portfolio. The terms and conditions of the agreement governing the relationship between the aggregator and a customer with respect to such customer's participation in the Program through such aggregator are independent of PG&E. Any disputes arising between aggregator and such customer shall be resolved by the parties.	             
AGGREGATOR'S PORTFOLIO:	An aggregator must submit a <u>Notice to Add or Delete Customers Participating in the Base Interruptible Program</u> (Form 79-1080) to add or delete a customer's service agreement(s) (SA) from its portfolio. PG&E will review and approve each SA before the SA can be included in an aggregator's portfolio. Additions to the portfolio will be effective upon PG&E's approval date. A SA can be included in only one portfolio at a time.	       (L)
SPECIAL CONDITIONS FOR COMMUNITY CHOICE AGGREGATION SERVICE (CCA SERVICE) CUSTOMERS AND DIRECT ACCESS (DA) CUSTOMERS:	DA/CCA Service customers enrolling directly with the PG&E must make the necessary arrangements with their ESP/CCA before enrolling in this program.	(D) (L) (T)
	Aggregators must make the necessary arrangements with the ESP/CCA of its DA/CCA Service customers before enrolling DA/CCA Service customers in this program.	(L) 
	Aggregators must notify the ESP/CCA of its DA/CCA Service customers.	(L)
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.	(L)   
	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.	   (L)

(Continued)



**ELECTRIC SCHEDULE E-BIP**  
**BASE INTERRUPTIBLE PROGRAM**

Sheet 7

INTERACTION WITH CUSTOMER'S OTHER APPLICABLE CHARGES: (Cont'd.)	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.	(D) (L)             (L)
	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.	     (L)
	Directly-enrolled customers enrolled in E-BIP 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 events are called upon.	(T) (L) (L)
		(D)



**ELECTRIC SCHEDULE E-DBP  
 DEMAND BIDDING PROGRAM**

Sheet 8

**TECHNICAL AUDIT ASSISTANCE AND EQUIPMENT INCENTIVES:** Technical audit assistance and equipment incentives are available to enhance the customer's ability to respond to curtailment requests for on-peak demand reductions.

If the customer receives a technical incentive payment, that is contingent upon enrolling in this demand response program, and the customer fails to participate in the demand response program for a minimum of 12 consecutive months, then the customer must repay a portion of the incentive payment, up to fifty percent (50%) of the total amount, to PG&E.

**FAILURE TO REDUCE LOAD:** Except as provided in the Incentive Payment section of this schedule, no additional monetary penalties will be assessed under this Program for a customer's failure to comply (reduce energy) during any or all hours of an E-DBP Event.

**PROGRAM TERMS:** Customers' participation in this tariff will be in accordance with Electric Rule 12. Customers may terminate their E-DBP participation by giving 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 may terminate a participant's E-DBP participation at any time after giving a thirty (30) day written notice to participants.

**INTERACTION WITH CUSTOMER'S OTHER APPLICABLE PROGRAMS AND 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 program for any given hour of a curtailment, and customers will be paid for performance under only one program for a given load reduction. In other words, should another demand response program be activated, while an E-DBP Event is in progress, those events will supersede an E-DBP Event, and no E-DBP incentive payments will be applied for those overlapping hours. E-DBP customers shall not participate in PG&E's Capacity Bidding Program (Schedule E-CBP), the California ISO's Participating Load Program (Supplemental and Ancillary Services), any PG&E sponsored non-tariff demand response program or any other pay for performance program. (T)

Customers enrolled in the Scheduled Load Reduction Program (Schedule E-SLRP) may participate in E-DBP during the days when the customer's load is not scheduled for curtailment under the E-SLRP program.

**EMERGENCY STANDBY GENERATION:** Customers may achieve energy reductions by operating back-up or onsite generation. The customer will be solely responsible for meeting all environmental and other regulatory requirements for the operation of such generation.

**COMMUNITY CHOICE AGGREGATION SERVICE CUSTOMERS AND DIRECT ACCESS SERVICE CUSTOMERS** Customers participating in this program and receiving service under CCA Service/Direct Access must notify their Community Choice Aggregator (CCA)/Energy Service Provider that they are participating in this program and when they participate in a DBP event. The per event notification must include the amount of hourly bid for each accepted bid. PG&E reserves the right to require that the CCA/Direct Access Service customer's Scheduling Coordinator (SC) must submit a Scheduling Coordinator to Scheduling Coordinator (SC to SC) trade with the service electric utility. If PG&E imposes this requirement, then: (1) the SC to SC trade must be submitted in a timeframe that complies with the California Independent System Operator's (ISO's) requirements; and (2) the CCA Service/Direct Access customer is responsible for all additional costs incurred by the serving utility if the customer's SC fails to submit a SC to SC trade, or if the SC to SC trade is not accepted by the ISO because of an action or inaction of the customer's SC.

(Continued)

Advice Letter No: 3528-E  
 Decision No. 09-08-027

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

Date Filed September 18, 2009  
 Effective October 19, 2009  
 Resolution No. \_\_\_\_\_



**ELECTRIC SAMPLE FORM NO. 79-1079**  
AGREEMENT FOR AGGREGATORS PARTICIPATING IN THE BASE  
INTERRUPTIBLE PROGRAM

**Please Refer to Attached  
Sample Form**

Advice Letter No: 3528-E  
Decision No. 09-08-027

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

Date Filed September 18, 2009  
Effective October 19, 2009  
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*

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)



**ELECTRIC SAMPLE FORM NO. 79-1080**  
NOTICE TO ADD OR DELETE CUSTOMERS PARTICIPATING IN THE BASE  
INTERRUPTIBLE PROGRAM

**Please Refer to Attached  
Sample Form**

Advice Letter No: 3528-E  
Decision No. 09-08-027

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

Date Filed September 18, 2009  
Effective October 19, 2009  
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
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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Advice Letter No: 3528-E  
 Decision No. 09-08-027

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

Date Filed September 18, 2009  
 Effective October 19, 2009  
 Resolution No. \_\_\_\_\_



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**PG&E Gas and Electric  
Advice Filing List  
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Alcantar & Kahl	Defense Energy Support Center	North Coast SolarResources
Ameresco	Department of Water Resources	Northern California Power Association
Anderson & Poole	Department of the Army	Occidental Energy Marketing, Inc.
Arizona Public Service Company	Dept of General Services	OnGrid Solar
BART	Division of Business Advisory Services	Praxair
BP Energy Company	Douglas & Liddell	R. W. Beck & Associates
Barkovich & Yap, Inc.	Douglass & Liddell	RCS, Inc.
Bartle Wells Associates	Downey & Brand	Recon Research
C & H Sugar Co.	Duke Energy	SCD Energy Solutions
CA Bldg Industry Association	Dutcher, John	SCE
CAISO	Ellison Schneider & Harris LLP	SMUD
CLECA Law Office	FPL Energy Project Management, Inc.	SPURR
CSC Energy Services	Foster Farms	Santa Fe Jets
California Cotton Ginners & Growers Assn	G. A. Krause & Assoc.	Seattle City Light
California Energy Commission	GLJ Publications	Sempra Utilities
	Goodin, MacBride, Squeri, Schlotz & Ritchie	Sierra Pacific Power Company
California League of Food Processors	Green Power Institute	Silicon Valley Power
California Public Utilities Commission	Hanna & Morton	Southern California Edison Company
Calpine	Hitachi	Sunshine Design
Cameron McKenna	International Power Technology	Sutherland, Asbill & Brennan
Cardinal Cogen	Intestate Gas Services, Inc.	Tabors Caramanis & Associates
Casner, Steve	Los Angeles Dept of Water & Power	Tecogen, Inc.
Chamberlain, Eric	Luce, Forward, Hamilton & Scripps LLP	Tiger Natural Gas, Inc.
Chevron Company	MBMC, Inc.	Tioga Energy
Chris, King	MRW & Associates	TransCanada
City of Glendale	Manatt Phelps Phillips	Turlock Irrigation District
City of Palo Alto	Matthew V. Brady & Associates	U S Borax, Inc.
Clean Energy Fuels	McKenzie & Associates	United Cogen
Coast Economic Consulting	Merced Irrigation District	Utility Cost Management
Commerce Energy	Mirant	Utility Specialists
Commercial Energy	Modesto Irrigation District	Verizon
Consumer Federation of California	Morgan Stanley	Wellhead Electric Company
Crossborder Energy	Morrison & Foerster	Western Manufactured Housing Communities Association (WMA)
		eMeter Corporation
Davis Wright Tremaine LLP	New United Motor Mfg., Inc.	
Day Carter Murphy	Norris & Wong Associates	