



**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

November 18, 2009

**Advice 3560-E**  
(Pacific Gas and Electric Company ID U 39 E)

**Subject: Revision to Multiple Participation Rules for Demand Response  
Electric Rate Schedules 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 demand response (DR) electric rate schedules. The affected electric rate schedule sheets are included as Attachment 1.

**Purpose and Background**

On August 20, 2009, the Commission issued Decision (D.) 09-08-027 (“Decision”) adopting DR activities and budgets for 2009 through 2011. The Decision approved utility DR programs, funding, and cost recovery mechanisms. One of the issues decided by the Commission was rules for customer participation in more than one DR program (multiple participation). Ordering Paragraph (O.P.) 30 states that, “These rules shall allow customers to participate concurrently in up to two demand response activities, if one provides energy payments and the other provides capacity payments. These rules shall prohibit concurrent participation in programs with the same trigger (day-ahead or day-of); however, a participant may participate in one day-ahead and one day-of program.” PG&E’s proposed changes comply with the rules ordered by the Commission.

The Commission adopted specific policies and guidelines for multiple participation in the Decision, but the Commission also notes that, “If necessary, the rules established here can be reassessed as programs develop and utilities gain experience with new programs and program interactions.”

In compliance with the Decision, PG&E proposes revisions to the language in PG&E’s DR rate schedules E–BIP - Base Interruptible Program, E-DBP – Demand Bidding Program, E-SLRP – Scheduled Load Reduction Program, E-OBMC - Optional Binding Mandatory Curtailment program, E-CBP – Capacity Bidding Program, E-CPP Critical Peak Pricing Program, E-PEAKCHOICE – PeakChoice, and standard Form 79-966 – Agreement for Schedule E-OBMC.

In PG&E's 2009 Rate Design Window (RDW), Application 09-02-022, the issue of Peak Day Pricing ("PDP") and its participation with other DR programs was raised and litigated. If the Commission does not decide to treat PDP as a capacity payment program when it issues its final decision in the 2009 RDW case, PG&E proposes to also apply the same multiple participation options shown in this filing for PG&E's current E-CPP program to the new PDP rates. Any potential dual payment issues or rate design issues will be addressed in response to the final decision in the 2009 RDW. Thus, PG&E proposes that any rules for multiple program participation with PDP be effective no earlier than May 1, 2010, unless otherwise directed in the PDP decision. This will allow PG&E time to address any implementation and other issues arising from the PDP decision.

PG&E will inform and educate its existing customers of these new multiple program participation rules to ensure that customers are aware of the potentially new and different interactions of DR programs as a result of the Decision. PG&E will communicate the following:

- PG&E will educate existing BIP customers about the availability of multiple program participation with PDP.<sup>1</sup>
- Customers currently participating in CPP are scheduled to receive information in November and December 2009 to notify them that that the CPP program is ending. A subsequent communication will inform these customers of the dual participation opportunities available for PDP.
- The DBP customers will be informed that dual participation in DBP and PDP is not available but that customers can dual participate in AMP (day-of) or continue dual-participating in BIP if they wish.<sup>2</sup>
- The relatively small number of customers participating in the OBMC program will be notified that they are now eligible to participate in PDP along with their previous eligibility to participate in AMP and DBP, but that they are no longer eligible to participate in AMP (day-of), CBP, PeakChoice, or BIP. These customers will also be informed that they can now enroll in SLRP while they are on OBMC.
- AMP (day-of) participants will be informed of the opportunity to participate in PDP or DBP.<sup>3</sup>

---

<sup>1</sup> This assumes that PDP is not classified as a capacity payment program by the final decision issued in A.09-02-022.

<sup>2</sup> The communication will include information on the BIP enrollment limits and will make the customers aware of a waiting list. Additionally the DBP customers will be informed that they can no longer participate in SLRP while they are on DBP.

<sup>3</sup> Dual participation in PDP and AMP (day-of) also depends on the outcome of A.09-02-022 as mentioned above for PDP and BIP participation.

- There are no customers enrolled in the SLRP program and the program is currently capped, thus there are no communications needed to inform this or any other group of the SLRP program multiple participation rules.
- Customers not participating in DR and newly enrolling customers will be notified of multiple program participations opportunities including PDP, through the marketing and sales processes established for acquiring new DR enrollment.

**Revisions to Existing Rate Schedules and Standard Forms**

In compliance with D.09-08-027, PG&E proposes to add and modify language for each DR rate schedule identifying the other specific DR program(s) for which there may be concurrent participation with the program in the subject rate schedule. The allowed DR program combinations are shown in the graph below. This graph will also be available on PG&E’s DR website.

In addition, PG&E proposes to eliminate the day-of option in its Demand Bidding Program (DBP). The day-of option has only been called once during the last eight years and is not an option utilized or valued by most DBP customers. By eliminating this option, PG&E will be able to open up the DBP to additional enrollments, by offer opportunities to customers on other day-of DR capacity programs to participate in DBP.

**Table 1. PG&E Multiple Participation Matrix**

	CPP (PDP) DA Energy	AMP DA Capacity	AMP DO Capacity	CBP DA/DO Capacity	PeakChoice DA/DO Capacity/Energy	BIP DO Capacity	DBP DA Energy	OBMC DO	SLRP DA Energy
PDP DA Energy									
AMP DA Capacity									
AMP DO Capacity	<b>Allowed</b>								
CBP DA/DO Capacity									
PeakChoice DA/DO Capacity/Energy									
BIP DO Capacity	<b>Allowed</b>								
DBP DA Energy			<b>Allowed</b>			<b>Allowed</b>			
OBMC DO	<b>Allowed</b>	<b>Allowed</b>					<b>Allowed</b>		
SLRP DA Energy			<b>Allowed</b>			<b>Allowed</b>		<b>Allowed</b>	

\* This assumes that PDP is not classified as a capacity payment program by the final decision issued in A.09-02-022. CPP was designated an energy payment program in D.09-08-027.

**Protest Period**

Anyone wishing to protest this filing may do so by sending a letter by **December 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: [jnj@cpuc.ca.gov](mailto:jnj@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](mailto:PGETariffs@pge.com)

**Effective Date**

PG&E requests that this advice filing and rate schedule changes, unless specifically noted above, become effective on **January 1, 2010**.

**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 e-mail [PGETariffs@pge.com](mailto:PGETariffs@pge.com). Advice Letter filings can also be accessed electronically at: <http://www.pge.com/tariffs>.

A handwritten signature in cursive script that reads "Brian Cherry / mt".

Vice President - Regulatory Relations

Attachments

cc: Service Lists – A.08-06-003 and A.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) #: **3560-E**

Tier: **2**

Subject of AL: **Revision to Multiple Participation Rules for Demand Response Electric Rate Schedules in Compliance with Decision 09-08-027**

Keywords (choose from CPUC listing): Forms, Curtailable Service

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: **January 1, 2010**

No. of tariff sheets: 18

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-PEAKCHOICE, E-BIP, E-OBMC, E-SLRP, E-DBP, E-CPP, E-CBP, Electric Form 79-966

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 and 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**

**ATTACHMENT 1  
Advice 3560-E**

<b>Cal P.U.C. Sheet No.</b>	<b>Title of Sheet</b>	<b>Cancelling Cal P.U.C. Sheet No.</b>
28649-E	ELECTRIC SCHEDULE E-PEAKCHOICE PEAKCHOICE Sheet 1	27318-E
28650-E	ELECTRIC SCHEDULE E-BIP BASE INTERRUPTIBLE PROGRAM Sheet 6	28417-E
28651-E	ELECTRIC SCHEDULE E-BIP BASE INTERRUPTIBLE PROGRAM Sheet 7	28418-E
28652-E	ELECTRIC SCHEDULE E-OBMC OPTIONAL BINDING MANDATORY CURTAILMENT PLAN Sheet 1	18839-E
28653-E	ELECTRIC SCHEDULE E-OBMC OPTIONAL BINDING MANDATORY CURTAILMENT PLAN Sheet 2	18840-E*
28654-E	ELECTRIC SCHEDULE E-OBMC OPTIONAL BINDING MANDATORY CURTAILMENT PLAN Sheet 4	27796-E
28655-E	ELECTRIC SCHEDULE E-OBMC OPTIONAL BINDING MANDATORY CURTAILMENT PLAN Sheet 7	
28656-E	ELECTRIC SCHEDULE E-SLRP SCHEDULED LOAD REDUCTION PROGRAM Sheet 5	27032-E
28657-E	ELECTRIC SCHEDULE E-DBP DEMAND BIDDING PROGRAM Sheet 3	27280-E
28658-E	ELECTRIC SCHEDULE E-DBP DEMAND BIDDING PROGRAM Sheet 4	27281-E

**ATTACHMENT 1  
Advice 3560-E**

<b>Cal P.U.C. Sheet No.</b>	<b>Title of Sheet</b>	<b>Cancelling Cal P.U.C. Sheet No.</b>
28659-E	ELECTRIC SCHEDULE E-DBP DEMAND BIDDING PROGRAM Sheet 5	25686-E*
28660-E	ELECTRIC SCHEDULE E-DBP DEMAND BIDDING PROGRAM Sheet 8	28419-E
28661-E	ELECTRIC SCHEDULE E-CPP CRITICAL PEAK PRICING PROGRAM Sheet 7	27034-E
28662-E	ELECTRIC SCHEDULE E-CBP CAPACITY BIDDING PROGRAM Sheet 1	27217-E
28663-E	Electric Sample Form No. 79-966 Agreement for Schedule E-OBMC	27809-E
28664-E	ELECTRIC TABLE OF CONTENTS Sheet 1	28429-E
28665-E	ELECTRIC TABLE OF CONTENTS RATE SCHEDULES Sheet 5	28430-E
28666-E	ELECTRIC TABLE OF CONTENTS SAMPLE FORMS Sheet 17	28280-E



**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.
10. Aggregators will be paid based on the individual performance of each portfolio.

CONTRACTS:

Aggregators must submit a signed Agreement For Aggregators Participating in the Base Interruptible Program (Form 79-1079). Aggregators must submit a Notice to Add or Delete Customers Participating in the Base Interruptible Program (Form 79-1080) signed by the aggregated customer to add or delete a customer from its portfolio. The terms and conditions of the agreement governing the relationship between the aggregator and a customer with respect to such customer's participation in the Program through such aggregator are independent of PG&E. Any disputes arising between aggregator and such customer shall be resolved by the parties.

AGGREGATOR'S  
 PORTFOLIO:

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

SPECIAL  
 CONDITIONS FOR  
 COMMUNITY  
 CHOICE  
 AGGREGATION  
 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.

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

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.

(T)  
 (D)

(Continued)



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

Sheet 7

INTERACTION WITH CUSTOMER'S OTHER APPLICABLE PROGRAMS AND CHARGES: (Cont'd.)	Customers may participate in one of the following: PG&E's Demand Bidding Program (Schedule E-DBP), the Critical Peak Pricing Program (Schedule E-CPP) or its successor, or the Scheduled Load Reduction Program (Schedule E-SLRP). If a customer is enrolled in two programs with simultaneous or overlapping events, the customer will receive payment for the capacity program and not for the simultaneous hours of the energy program.	(T)         (T)
	Directly-enrolled customers enrolled in E-BIP are automatically enrolled under PG&E's Demand Bidding Program.	(T)  (D)



**ELECTRIC SCHEDULE E-CBP  
 CAPACITY BIDDING PROGRAM**

Sheet 1

**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).

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

**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. 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. (T)

A customer may enroll directly with PG&E or with an Aggregator. An Aggregator is an entity, appointed by a customer, to act on behalf of said customer with respect to all aspects of the 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)



**ELECTRIC SCHEDULE E-CPP**  
**CRITICAL PEAK PRICING PROGRAM**

Sheet 7

INTERACTION  
 WITH OTHER  
 DEMAND  
 REDUCTION  
 PROGRAMS:

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

Customers may participate in one of the following: PG&E's Base Interruptible Program (Schedule E-BIP) or Optional Binding Mandatory Curtailment Program (Schedule E-OBMC). If a customer is enrolled in two programs with simultaneous or overlapping events, the customer will receive payment for the capacity program and not for the simultaneous hours of the energy program.

(N)  
 |  
 |  
 |  
 |  
 |  
 |  
 (N)  
 (D)



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

Sheet 3

DEMAND  
 RESPONSE  
 OPERATIONS  
 WEBSITE:  
 (Cont'd)

PG&E's demand response operations website will be used to communicate all E-DBP events to the Customer. The event will be communicated to the customer by e-mail and/or e-page. Customer will then have the obligation to log-in to PG&E's demand response operations website in a timely manner to receive the specific details of the event and for customer action.

E-DBP EVENT  
 NOTICE AND  
 TRIGGER:

**DAY-AHEAD NOTIFICATION**

PG&E may issue a day-ahead E-DBP Event notification by 12:00 Noon when the California Independent System Operation (CAISO)'s day-ahead load forecast exceeds 43,000 MW or when the CAISO issues an Alert Notice, 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 when these thresholds are reached when PG&E, in its sole opinion, forecasts that resources will be adequate.

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

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

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

(D)

(Continued)



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

Sheet 4

ENERGY BID:

E-DBP bidding shall be accepted for non-PG&E holiday weekdays only. The E-DBP Bid shall indicate the amount of kW curtailment that the participant is offering for each hour of the E-DBP Event. The participant may submit only one bid for each E-DBP Notification. Each bid must be for a minimum of two (2) hours and must be for consecutive hours during the E-DBP Event. The customer's bid must meet the minimum energy reduction threshold of 50 kW for each hour in the E-DBP Event. The participant must submit their bid within the timeframe specified in the E-DBP Event notice.

(D)

Each E-DBP bid submitted via the demand response operations website shall be for an E-DBP Event that can take place the next eligible day, any weekday, excluding PG&E holidays, following the bid submission. Notification of E-DBP Bid acceptances will be posted to PG&E's website. Posting of accepted bids may be delayed due to unforeseen problems in transmitting or receiving the bids. PG&E cannot guarantee the reliability of the Internet site by which customers submit bids. PG&E may use and accept alternate means of notification as necessary. PG&E will communicate the following information on the website regarding accepted E-DBP Bids:

(T)

1. The Date and the Time Period of the E-DBP Events; and
2. The customer's specific energy baseline (CSEB) is based on the hourly average of the three (3) highest energy usages on the immediate past ten (10) similar days. The three (3) highest energy usage days will be deemed as those days with the highest total kilowatt hour usages between noon and 8:00 p.m. The past ten (10) similar days will include Monday through Friday, excluding PG&E holidays, and will additionally exclude days when the customer was paid to reduce load on an interruptible or other curtailment program or days when rotating outages are called.
3. The hourly pricing incentive that PG&E intends to offer for qualifying load reductions.

(Continued)



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

Sheet 5

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

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

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

(Continued)

Advice Letter No: 3560-E  
 Decision No. 09-08-027

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

Date Filed November 18, 2009  
 Effective \_\_\_\_\_  
 Resolution No. \_\_\_\_\_



**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. E-DBP customers may not participate in the California ISO Participating Load Program (Supplemental and Ancillary Services). (T)  
 (T)

Customers may participate in one of the following: PG&E's Base Interruptible Program (Schedule E-BIP) or Optional Binding Mandatory Curtailment Program (Schedule E-OBMC). If a customer is enrolled in two programs with simultaneous or overlapping events, the customer will receive payment for the capacity program and not for the simultaneous hours of the energy program. (N)  
 |  
 |  
 |  
 (N)  
 (D)

**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: 3560-E  
 Decision No. 09-08-027

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

Date Filed November 18, 2009  
 Effective \_\_\_\_\_  
 Resolution No. \_\_\_\_\_



**ELECTRIC SCHEDULE E-OBMC**  
**OPTIONAL BINDING MANDATORY CURTAILMENT PLAN**

Sheet 1

**APPLICABILITY:** An Optional Binding Mandatory Curtailment (OBMC) Plan may be an alternative to a rotating outage (RO) for certain customers. Under an OBMC Plan, PG&E may authorize a customer to reduce their demand to an agreed upon level in lieu of being included in PG&E's rotating outage (RO) block progression. This schedule is open to all PG&E customers who can meet the eligibility requirements. An eligible customer should submit its OBMC Plan to PG&E for review and acceptance. If the plan is approved by PG&E, PG&E will send such approval to the customer in writing. The written approval letter will specify the effective start date of the plan.

**PROGRAM OPERATIONS:** PG&E shall require a customer to operate its OBMC Plan upon each and every notice from the California Independent System Operator (CAISO) that a firm load curtailment is required within the PG&E service territory. Additionally, PG&E reserves the right to require a customer to operate its OBMC Plan when PG&E or the ISO has initiated or is planning to initiate firm load curtailments in a local geographic area within the PG&E service territory. OBMC Plan curtailments shall be required concurrent with each and every firm load curtailment.

Upon notification from PG&E of an OBMC curtailment, OBMC customers must immediately commence implementation of the load curtailment measures contained in their load reduction plan. Upon notice from PG&E, OBMC customers are required to reduce their load such that the load on their circuit or dedicated substation is at or below the Maximum Load Level (MLL) corresponding to the percent load reduction communicated in the notice.

The MLLs correspond to a reduction in a circuit's loading of between five (5) and fifteen (15) percent in five (5) percent increments. The CAISO may call for load reductions on a required MW level, but PG&E will require the OBMC customers to reduce their load to the next highest five (5) percent increment. For each operation, PG&E will notify the customer of the required percent reduction, along with the start and end times for the OBMC operation. PG&E may extend the end time or increase the percentage reduction of any ongoing OBMC operation as necessary to correspond with CAISO directives.

Maximum Load Levels (MLLs) shall be established by PG&E for the circuit or dedicated substation, which correspond to each of the 5, 10, and 15 percent load reduction levels. The MLL for the 5 percent load reduction is equal to the product of the baseline times 0.95. The MLL for the 10 percent load reduction is equal to the product of the baseline times 0.90. The MLL for the 15 percent load reduction is equal to the product of the baseline times 0.85.

(T)

(Continued)

Advice Letter No: 3560-E  
 Decision No. 09-08-027

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

Date Filed November 18, 2009  
 Effective \_\_\_\_\_  
 Resolution No. \_\_\_\_\_



**ELECTRIC SCHEDULE E-OBMC**  
**OPTIONAL BINDING MANDATORY CURTAILMENT PLAN**

Sheet 2

PROGRAM  
 OPERATIONS:  
 (Cont'd.)

(D)

The baseline for determining MLLs is equal to the average recorded hourly usage amount (if available) for the same hours as the OBMC operation hours on the immediate past 10 similar days, excluding days when the customer was paid to reduce load under another PG&E demand response program and days when the OBMC program operated. For establishing similar days, if the OBMC event is called on a business day, then 10 prior business days are used; if the OBMC event is called on a weekend or holiday, then 10 prior weekend and holidays are used. The load measurements for the circuit shall be taken at PG&E's distribution substation.

(T)

Each calendar year an OBMC participant may exclude the following periods from the 10-day baseline: (a) a period of 15 calendar days designated in advance both for ramp-up and ramp-down of operations during which period the baseline will be the hourly average circuit load for the most recent prior day; (b) up to 10 days as determined by the customer and designated in advance to accommodate conditions in the customer's operations that affect the 10-day baseline; and (c) up to two days as determined by the customer where unplanned outages or other events cause the circuit load to deviate substantially from normal conditions. The customer shall provide a minimum of 10 calendar days prior notice to PG&E when exercising option (a); a minimum of 7 calendar days prior notice to PG&E when exercising option (b); and notice to PG&E within one calendar day after the outage or event when exercising option (c). Customer requests for the above exclusions must be received by PG&E in written or email format within the specified time frames or the requested exclusion will not be allowed. Customers requesting an operation ramp-up period under option (a) above must also specify a commensurate operation ramp-down period occurring within one year of the ramp-up period. The 10-day baseline following the ramp-down period must be reduced a minimum of 25% from the 10-day baseline immediately prior to the ramp-down period. Customers failing to achieve a 25% reduction in the 10-day baseline following a ramp-down period will not be allowed future operation ramp-up periods for two years following the ramp-up period.

Required load reductions must be achieved as quickly as possible but no later than 15 minutes after the primary customer receives notification from PG&E. OBMC customers who fail to curtail to or below the required MLL of their circuit within the specific amount of time or who fail to maintain the MLL for the entire duration of the OBMC operation shall be subject to the non-compliance penalties specified below.

An OBMC Plan is not a guarantee against a customer being subject to a RO, because daily and emergency circuit switching may cause the circuit to become subject to ROs.

(Continued)

Advice Letter No: 3560-E  
 Decision No. 09-08-027

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

Date Filed November 18, 2009  
 Effective \_\_\_\_\_  
 Resolution No. \_\_\_\_\_



**ELECTRIC SCHEDULE E-OBMC**  
**OPTIONAL BINDING MANDATORY CURTAILMENT PLAN**

Sheet 4

**ELIGIBILITY REQUIREMENTS:**

Bundled service, Community Choice Aggregation service, and direct access service customers are eligible to file an OBMC Plan provided the customer can demonstrate to PG&E's satisfaction the following items:

1. The customer must be able to reduce its electric load such that the entire load on the PG&E circuit or dedicated substation that provides service to the customer is reduced to or below MLLs for the entire duration of each and every RO operation.
2. For the purpose of evaluating the ability of an OBMC plan to achieve a reduction in circuit load of fifteen (15) percent, the prior year average monthly peak circuit or dedicated substation demand, adjusted for major changes in facilities that resulted in permanent circuit load changes, will be used. Customers desiring adjustment to the prior year demands must submit a declaration signed and stamped by a California registered professional engineer attesting to the facility changes, providing detail of the source of kilowatt load changes, and the total permanent change in maximum demand. PG&E will, at the customer's expense, have the facility changes verified by an independent California registered professional engineer, unless otherwise waived by PG&E.
3. Customers must also be able to achieve a minimum of a 15% circuit load reduction from the established baseline upon notice to curtail. Customers submitting a declaration under Section 2 above for a reduction in prior year average monthly peak circuit or dedicated substation demand must be able to achieve a minimum of a 10% circuit load reduction from the established baseline upon notice to curtail. Customers participating in the California Solar Initiative (CSI) submitting a declaration under Section 2 above for a reduction in prior year average monthly peak circuit or dedicated substation demand must be able to achieve a minimum of a 5% circuit load reduction from the established baseline upon notice to curtail.
4. The customer must sign the Agreement For Optional Binding Mandatory Curtailment Plan (Form No. 79-966) whereby the customer agrees to all terms and conditions set forth in this tariff and in said Agreement. (D)

(Continued)

Advice Letter No: 3560-E  
 Decision No. 09-08-027

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

Date Filed November 18, 2009  
 Effective \_\_\_\_\_  
 Resolution No. \_\_\_\_\_



**ELECTRIC SCHEDULE E-OBMC**  
 OPTIONAL BINDING MANDATORY CURTAILMENT PLAN

Sheet 7

INTERACTION WITH CUSTOMER'S OTHER APPLICABLE PROGRAMS AND CHARGES:	Customers may participate in one of the following: PG&E's Demand Bidding Program (Schedule E-DBP), the Critical Peak Pricing Program (Schedule E-CPP) or its successor, or the Scheduled Load Reduction Program (Schedule E-SLRP). An OBMC customer enrolled in one of these programs will not receive payment for the simultaneous hours of the energy program.	(N)       (N)
--	--	---------------------------

Advice Letter No: 3560-E  
 Decision No. 09-08-027

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

Date Filed November 18, 2009  
 Effective \_\_\_\_\_  
 Resolution No. \_\_\_\_\_



**ELECTRIC SCHEDULE E-PEAKCHOICE**  
**PEAKCHOICE**

Sheet 1

**APPLICABILITY:** PeakChoice™ is a demand response program that offers customers flexibility and incentives to reduce demand when requested by PG&E.

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

**ELIGIBILITY:** PeakChoice is available to PG&E electric bundled service customers billed on a commercial, industrial, or agricultural demand-based time-of-use electric rate schedule subject to the limitations specified below.

A customer, or service agreement (SA), cannot be on Schedule E-PeakChoice and participate in any other demand response program. An eligible customer must continue to take service under the provisions of its otherwise applicable schedule (OAS). (T)

Customers billed via net-metering (NEM, NEMFC, NEMBIO, etc.), customers billed for standby service (either full or partial), and Schedules AG-V and AG-R are not eligible for PeakChoice. In addition, Medical Baseline customers are not eligible to participate in this program.

Each participating SA must reduce a minimum of ten (10) kilowatts (kW).

**FLEXIBLE FEATURES AND OPTIONS:** The program season is May 1 through October 31 (Summer Season). The program does not operate on PG&E holidays during the Summer Season, which are the days the following are legally observed: Memorial Day, Independence Day, and Labor Day.

There are two ways a customer may participate in this program: (1) Committed Load basis; and (2) Best Efforts basis. Customers electing to participate on a Committed Load basis may also elect to nominate additional load to participate on a Best Efforts basis. Committed Load customers electing to also participate on a Best Efforts basis must first meet their Committed Load obligations before qualifying for any Best Effort payments.

**Committed Load –** Committed Load customers receive a monthly capacity payment, in addition to an energy payment. Customers are required to curtail their load by the Committed Load amount relative to a baseline when notified of an event (see Customer Baseline section). Committed Load customers are subject to penalties for non-compliance during program events.

**Best Effort –** Best Effort customers receive incentives for performance and are paid based upon their level of energy reduction during an event. Best Effort customers are not subject to penalties for non-compliance.

Customers electing either basis for participation must designate specific program features to customize this program to meet their operational needs. The following features and options are available. A customer must elect one option from each feature below (Section A to F):

(Continued)



**ELECTRIC SCHEDULE E-SLRP**  
**SCHEDULED LOAD REDUCTION PROGRAM**

Sheet 5

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. E-SLRP customers may not participate in the California ISO Participation Load Program (Supplemental and Ancillary Services).

(T)  
 (T)

(D)

Customers may participate in one of the following: PG&E's Base Interruptible Program (Schedule E-BIP) or Optional Binding Mandatory Curtailment Program (Schedule E-OBMC). If a customer is enrolled in two programs with simultaneous or overlapping events, the customer will receive payment for the capacity program and not for the simultaneous hours of the energy program.

(T)  
 |  
 |  
 |  
 (T)



**Electric Sample Form No. 79-966**  
Agreement for Schedule E-OBMC

**Please Refer to Attached**  
Sample Form

Advice Letter No: 3560-E  
Decision No. 09-08-027

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

Date Filed November 18, 2009  
Effective \_\_\_\_\_  
Resolution No. \_\_\_\_\_



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

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

- Reference:
- Elect. Acct. \_\_\_\_\_
  - Premises No. \_\_\_\_\_
  - Control No. \_\_\_\_\_
  - Acct. Rep. \_\_\_\_\_
  - Rep. Ph. No. \_\_\_\_\_
  - Circuit No. \_\_\_\_\_

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

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

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

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

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

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

10. BASELINE LOAD: The baseline load for the dedicated substation or PG&E circuit that provides service to the customer(s) is equal to the average recorded hourly usage amount (if available) for the same hours as the OBMC operation hours on the immediate past ten (10) similar days, either business days or weekends and holidays, excluding days when the customer was paid to reduce load under [another PG&E demand response program Schedule E-DBP](#) and days when the OBMC program operated. [See Schedule E-OBMC for further details.](#) Each calendar year the Applicant may exclude the following periods from the 10-day baseline: (a) a period of 15 calendar days designated in advance both for ramp-up and ramp-down of operations during which period the baseline will be the hourly average circuit load for the most recent prior day; (b) up to 10 days as determined by the Applicant and designated in advance to accommodate conditions in the Applicant's operations that affect the 10-day baseline; and (c) up to two days as determined by the Applicant where unplanned outages or other events cause the circuit load to deviate substantially from normal conditions. The Applicant shall provide a minimum of 10 calendar days prior notice to PG&E when exercising option (a); a minimum of 7 calendar days prior notice to PG&E when exercising option (b); and notice to PG&E within one calendar day after the outage or event when exercising option (c). Applicant requests for the above exclusions must be received by PG&E in written or email format within the specified time frames or the requested exclusion will not be allowed. If Applicant requests an operation ramp-up period under option (a) above Applicant must also specify a commensurate operation ramp-down period occurring within one year of the ramp-up period. The 10-day baseline following the ramp-down period must be reduced a minimum of 25% from the 10-day baseline immediately prior to the ramp-down period.

If Applicant fails to achieve a 25% reduction in the 10-day baseline following a ramp-down period Applicant will not be allowed future operation ramp-up periods for two years following the ramp-up period.

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

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

The MLL for the 5 percent load reduction is equal to the product of the baseline times 0.95.  
The MLL for the 10 percent load reduction is equal to the product of the baseline times 0.90.  
The MLL for the 15 percent load reduction is equal to the product of the baseline times 0.85.

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

~~The MLL for the 5 percent load reduction is equal to the product of the FSL times 0.95.  
The MLL for the 10 percent load reduction is equal to the product of the FSL times 0.90.~~

~~The MLL for the 15 percent load reduction is equal to the product of the FSL times 0.85. If Applicant is participating in a capacity interruptible program and completes the monthly or annual capacity interruptible program curtailment obligation during a concurrent OBMC curtailment Applicant must continue to curtail from the lower of the FSL or OBMC baseline until the conclusion of the OBMC curtailment.~~

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

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

13. FAILURE TO COMPLY AND NON-COMPLIANCE PENALTIES: Failure to meet the MLLs established by an OBMC Plan within 15 minutes of notification by the Company shall result in a

non-compliance penalty for the Applicant. The non-compliance penalty shall be equal to \$6.00 per KWH times the average total load on the applicable circuit less the required MLL, as measured during each half-hour of the RO. Failure to pay these penalties may result in termination of electric service pursuant to Electric Rule 11. The Company shall, without liability, terminate any OBMC Plan immediately for failure to reduce circuit load levels to within five (5) percent of the required load reduction for the entire duration of the RO for a second time during a twelve (12) month period. Such termination shall occur if the Applicant and non-lead customers bound by the OBMC Plan have not met or are unable to meet the load relief criteria specified therein. If an OBMC Plan is terminated for non-compliance, participants in the plan shall not be permitted to participate in an OBMC Plan for a period of five (5) years from the date of termination.

| 2.14.TERM OF AGREEMENT AND TERMINATION OF AGREEMENT: This OBMC Agreement shall have an initial term of one (1) year but may be extended from year to year, after annual review, with the written approval of the Company. The annual term shall commence upon the effective start date specified in the Company approval letter.

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

| 3.15.INSTALLATION OF FACILITIES: Applicant hereby grants to the Company permission to furnish, install, operate and maintain upon the property of Applicant, such facilities as the Company deems necessary for its performance under this Agreement including any work incident to rendering service under this Agreement. All facilities installed pursuant to this license shall be and remain the property of the Company. This license shall expire coincident with the expiration or termination of this Agreement and the Company shall have a reasonable period of time to remove facilities installed pursuant to this Agreement and license.

| 4.16.INDEMNIFICATION: The Applicant shall indemnify and hold harmless the Company against any and all claims or liabilities for losses, expenses, damage to property, injury to or death of any person or any other liability incurred by the Company, including reasonable expenses, legal and otherwise, caused wholly or in part by modifications to the OBMC program, circuit configuration, circuit loading, or operational conditions associated with rotating outages or other circuit outages or interruptions. This indemnification shall only be inapplicable where the loss, damage, injury, or expense arises out of the sole negligence or willful misconduct of the Company.

| 5.17.ASSIGNMENT: Applicant may assign this Agreement only if the Company consents in writing and only if the party to whom the Agreement is assigned is otherwise eligible to take service under Schedule OBMC and agrees in writing to perform the obligations of Applicant hereunder and to be bound by this Agreement in all respects.

| 6.18.COMMISSION JURISDICTION: This Agreement shall be subject to all of the Company's tariff schedules on file with and authorized by the California Public Utilities Commission (Commission) and shall at all times be subject to such changes or modifications as the Commission may direct from time to time in the exercise of its jurisdiction.

Executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Applicant

\_\_\_\_\_  
PACIFIC GAS AND ELECTRIC COMPANY

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

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

\_\_\_\_\_  
(Type or print name)

\_\_\_\_\_  
(Type or print name)

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

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

Attachment A: Schedule E-OBMC - Optional Binding Mandatory Curtailment Plan

Appendix A: Optional Binding Mandatory Curtailment Plan Template

## Appendix A

### Agreement for Schedule OBMC

#### Optional Binding Mandatory Curtailment Plan Template

##### 1. LEAD CUSTOMER INFORMATION:

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

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

- Name of customer no. 2: \_\_\_\_\_
- PG&E Account Number: \_\_\_\_\_
- Service address: \_\_\_\_\_
- Mailing address: \_\_\_\_\_
- E-mail address: \_\_\_\_\_
- Contact information:
  - Telephone number: \_\_\_\_\_
  - Alpha-numeric pager address: \_\_\_\_\_
  - Facsimile number \_\_\_\_\_
- Name of customer no. 3: \_\_\_\_\_
- PG&E Account Number: \_\_\_\_\_
- Service address: \_\_\_\_\_
- Mailing address: \_\_\_\_\_
- E-mail address: \_\_\_\_\_

- Contact information:
  - Telephone number: \_\_\_\_\_
  - Alpha-numeric pager address: \_\_\_\_\_
  - Facsimile number \_\_\_\_\_

|  
|

**Appendix A (Continued)**

3. CUSTOMER LOAD REDUCTION PLAN:

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

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

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

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

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



**ELECTRIC TABLE OF CONTENTS**

Sheet 1

**TABLE OF CONTENTS**

<b>SCHEDULE</b>	<b>TITLE OF SHEET</b>	<b>CAL P.U.C. SHEET NO.</b>	
	Title Page .....	28664-E	(T)
	Rate Schedules .....	28557,28557, 28558.,28665,28560,27542-E	(T)
	Preliminary Statements .....	28007,27817,27818,27819, 28043-E	
	Rules .....	27820-E	
	Sample Forms .....	27821,28264,27822,27823,24958,28666,26295,25059-E	(T)

(Continued)

Advice Letter No: 3560-E  
 Decision No. 09-08-027

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

Date Filed November 18, 2009  
 Effective \_\_\_\_\_  
 Resolution No. \_\_\_\_\_



**ELECTRIC TABLE OF CONTENTS**  
**RATE SCHEDULES**

Sheet 5

SCHEDULE	TITLE OF SHEET	CAL P.U.C. SHEET NO.
<b>Rate Schedules Direct Access</b>		
E-CREDIT	Revenue Cycle Services Credits .....	24944,24945,16569,24946-24947, 16572, 24948,24949,16575,24950,24951,16578-E
E-DASR	Direct Access Services Request Fees.....	14847-E
E-ESP	Services to Energy Service Providers .....	16109,15828,15829,27795,16221-E
E-ESPNSF	Energy Service Provider Non-Discretionary Service Fees.....	16535,16536-E
E-EUS	End User Services.....	19750,14853,19751-E
DA-CRS	Direct Access Cost Responsibility Surcharge.....	27027,27028-E
TBCC	Transitional Bundled Commodity Cost.....	25523,26688,22991,21207,20994,20995-E
E-CS	ClimateSmart.....	27554,26318-E
E-CCA	Services to Community Choice Aggregators .....	25510,25511,25512-25517-E
CCA CRS	Community Choice Aggregation Cost Responsibility Surcharge .....	27029-E
E-CCAINFO	Information Release to Community Choice Aggregators .....	25518-25521-E
<b>Rate Schedules Curtailment Options</b>		
E-BIP	Base Interruptible Program.....	27828,27275,27276,27829,27206,28650,28651, 27277,27209-E (T)
E-OBMC	Optional Binding Mandatory Curtailment Plan .....	28652,28653,18429, (T) 28654,18431,23001,28655-E (T)
E-DBP	Demand Bidding Program .....	27278,27279,28657-28659, (T) 27282,25688,28660,27283-E (T)
E-SLRP	Scheduled Load Reduction Program.....	27284,27285,27286,26287,28656-E (T)
E-POBMC	Pilot Optional Binding Mandatory Curtailment Plan .....	18903,18904,18905, 27797,18907,23003,18909-E
E-CPP	Critical Peak Pricing Program.....	27287,28169,20398,27288,27289, 27290,28661-E (T)
EZ-20/20	California 20/20 Rebate Program .....	22863,22864,22865-E
E-BEC	Business Energy Coalition Program .....	27870,27537,27538,27539, 27871-E
E-CBP	Capacity Bidding Program .....	28662,27218,28272,27872,25935, (T) 25936,28428,28274,27219,28275,27873-E
E- PEAKCHOICE	PeakChoice .....	27649,27319-27328-E (T)
<b>Rate Schedules Energy Charge Rates</b>		
E-RSAC	Residential Smart A/C Program.....	25963,27298,27299-E
E-FFS	Franchise Fee Surcharge .....	26228-E

(Continued)



**ELECTRIC TABLE OF CONTENTS**  
**SAMPLE FORMS**

Sheet 17

FORM	TITLE OF SHEET	CAL P.U.C. SHEET NO.
<b>Sample Forms Miscellaneous</b>		
79-966	Agreement for Schedule E-OBMC .....	28663-E (T)
79-976	Interruptible Program Agreement .....	24749-E
79-984	Interval Meter Installation Service Agreement .....	18693-E
79-985	Interval Meter Data Management Service Agreement .....	18708-E
79-993	Agreement for Schedule E-POBMC .....	27810-E
79-995	Agreement for Customers Taking Service on Schedule E-31 .....	19037-E
79-1005	Technical Assistance Incentive Application .....	20408-E
79-1015	Agreement Between East Bay Municipal Utility District And Pacific Gas and Electric Company For Specified CPUC Jurisdictional Electrical Services .....	28008-E
79-1040	Non-Disclosure and Use of Information Agreement .....	23601-E
79-1074	Agreement for Customers Participating Directly in the Capacity Bidding Program .....	22876-E
79-1075	Notice to Add or Delete Customers Participating in the Capacity Bidding Program .....	27875-E
79-1076	Agreement for Aggregators Participating in the Capacity Bidding Program .....	28277-E
79-1006	Municipal Departing Load - Nonbypassable Charge Statement .....	25892-E
79-1029	Community Choice Aggregator (CCA) Service Agreement .....	27499-E
79-1031	Community Choice Aggregator (CCA) Non-Disclosure Agreement .....	25582-E
79-1039	Agricultural, Commercial, Residential Rate Schedule Selection Customer Agreement .....	25075-E
79-1102	Section 399.20 Power Purchase Agreement .....	28032-E
79-1103	Small Renewable Generator PPA .....	28033-E

(Continued)

Advice Letter No: 3560-E  
 Decision No. 09-08-027

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

Date Filed November 18, 2009  
 Effective \_\_\_\_\_  
 Resolution No. \_\_\_\_\_

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

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
California League of Food Processors	Goodin, MacBride, Squeri, Schlotz & Ritchie	Sierra Pacific Power Company
California Public Utilities Commission	Green Power Institute	Silicon Valley Power
Calpine	Hanna & Morton	Silo Energy LLC
Cameron McKenna	Hitachi	Southern California Edison Company
Cardinal Cogen	International Power Technology	Sunshine Design
Casner, Steve	Intestate Gas Services, Inc.	Sutherland, Asbill & Brennan
Chamberlain, Eric	Los Angeles Dept of Water & Power	Tabors Caramanis & Associates
Chevron Company	Luce, Forward, Hamilton & Scripps LLP	Tecogen, Inc.
Chris, King	MBMC, Inc.	Tiger Natural Gas, Inc.
City of Glendale	MRW & Associates	Tioga Energy
City of Palo Alto	Manatt Phelps Phillips	TransCanada
Clean Energy Fuels	Matthew V. Brady & Associates	Turlock Irrigation District
Coast Economic Consulting	McKenzie & Associates	U S Borax, Inc.
Commerce Energy	Merced Irrigation District	United Cogen
Commercial Energy	Mirant	Utility Cost Management
Consumer Federation of California	Modesto Irrigation District	Utility Specialists
Crossborder Energy	Morgan Stanley	Verizon
Davis Wright Tremaine LLP	Morrison & Foerster	Wellhead Electric Company
Day Carter Murphy	New United Motor Mfg., Inc.	Western Manufactured Housing Communities Association (WMA)
	Norris & Wong Associates	eMeter Corporation