

PUBLIC UTILITIES COMMISSION

505 VAN NESS AVENUE
SAN FRANCISCO, CA 94102-3298



March 19, 2014

Advice Letter 4298-E

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

Subject: Joint Filing - Proposed Direct Participation Demand Response Rule 24 and Related Documents

Dear Mr. Cherry:

Advice Letter 4298-E is effective February 5, 2014.

Sincerely,

A handwritten signature in cursive script that reads "Edward F. Randolph".

Edward F. Randolph, Director
Energy Division



Brian K. Cherry
Vice President
Regulatory Relations

Pacific Gas and Electric Company
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October 10, 2013

Advice Letter 4298-E

(Pacific Gas and Electric Company ID U 39 E)

Advice Letter 2949-E

(Southern California Edison Company U 338-E)

Advice Letter 2526-E

(San Diego Gas & Electric Company U 902-M)

Public Utilities Commission of the State of California

Subject: Proposed Direct Participation Demand Response Rule 24 and Related Documents

Purpose

Pacific Gas and Electric Company (PG&E), on behalf of itself and Southern California Edison Company (SCE) and San Diego Gas & Electric Company (SDG&E)¹, hereby submits for approval by the California Public Utilities Commission (Commission) a new Tariff Rule 24,² titled "Direct Participation Demand Response," and related documents, in compliance with Ordering Paragraph (OP) 35 of Decision (D.) 12-11-025, which states:

Pacific Gas and Electric Company San Diego Gas & Electric Company, and Southern California Edison Company must work with the stakeholders [of Phase IV of Rulemaking (R.) 07-01-041] to finalize an agreed-upon proposed Electric Rule 24 with an enforcement mechanism and submit it, along with the Service Agreement, Registration Form, Customer Information Service Request form and standard customer notification letter, via a Tier Three Advice Letter no later than 90 days following the workshops.

¹ SCE and SDG&E have each authorized PG&E to file this Advice Letter on their behalf pursuant to Rule 1.8(d) of the Commission's Rules of Practice and Procedure.

² SDG&E will title the new tariff Rule 32.

Background

The Commission opened Rulemaking (R.)07-01-041 in January 2007 to address several specific issues related to the Commission's efforts to develop effective demand response (DR) programs for California's investor-owned electric utilities (IOUs). On November 9, 2009, Phase IV of the Rulemaking was opened to address issues resulting from Federal Energy Regulatory Commission (FERC) Order 719, which, in relevant part, required the California Independent System Operator (CAISO) to modify its tariffs to allow retail customers to bid Demand Response (DR) directly into CAISO's wholesale energy and ancillary services markets, either on their own behalf or through aggregators. On June 3, 2010, the Commission issued D.10-06-002, modified by D.10-12-060, establishing the initial conditions under which it would oversee bidding of retail DR directly into the CAISO markets.³ That decision also outlined issues that still required resolution before the Commission would allow direct bidding of IOU bundled service customers' load into the CAISO markets, notably, consumer protection mechanisms, financial settlements, and communications protocols. The Commission resolved these remaining policy issues in D.12-11-025, and directed the IOUs to work with stakeholders from the proceeding to refine a proposed tariff rule and related documents that would address roles, responsibilities, rights and obligations under the direct participation regime. Stakeholders included the Division of Ratepayer Advocates (now the Office of Ratepayer Advocates, or ORA), third-party DR aggregators (known as Third-Party or Non-Utility Demand Response Providers (DRPs), the CAISO, and other parties interested in direct bidding activities.

In D.12-11-025, the Commission observed that “[w]hile this decision addresses many policies related to the [direct participation] rules, there remain several unresolved technical and administrative questions, including the issue of enforcement.”⁴ To that end, the IOUs complied with a Commission order to revise the draft Tariff Rule 24 appended to the decision, and serve a redline version of that rule, plus a draft of the Commission Registration Form (for Third-Party DRPs), Service Agreement, Customer Information Service Request Form, and enforcement proposal within sixty (60) days of issuance of the decision. Also pursuant to the decision, interested stakeholders served comments on the IOU drafts thirty (30) days later.

The Commission's Energy Division staff then held two in-person workshops—June 24, 2013 and July 12, 2013—to narrow the parties' differences.⁵ While some consensus was reached at these workshops, the stakeholders identified several portions of D.12-11-025 that they agreed required modification. To that end, a joint Petition for Modification (“consensus PFM”) was filed on August 9, 2013 by all three IOUs (PG&E, SCE and SDG&E), EnerNOC, Inc. (“EnerNOC”), the Direct Access Customer Coalition

³ These two decisions addressed the Commission's jurisdiction over direct bidding activities and provided guidance about dual participation.

⁴ D.12-11-025, p. 57.

⁵ Ninety days following the last workshop, on July 12, 2013, is October 10, 2013. Thus, this Advice Letter is timely filed.

(DACC), the Alliance for Retail Energy Markets (AReM), Comverge, Inc., Johnson Controls, Inc., and the ORA. In accordance with instructions from Commission staff, the enclosed draft Rule 24 identifies and incorporates modifications sought in the consensus PFM. Three additional PFMs were separately filed by (1) PG&E; (2) EnerNOC alone; and (3) AReM, DACC and EnerNOC. With the exception of declining to use the California Solar Initiative (CSI) Handbook as the basis for an enforcement mechanism, a change requested by AReM, DACC and EnerNOC (and not opposed by any party), the modifications requested in those three PFMs have not been incorporated into the enclosed draft Rule 24.

In addition to the in-person workshops sponsored by Commission staff, stakeholders participated in numerous teleconferences in the June to October timeframe to discuss refinements to the drafts of the Rule 24 and related documents.

Tariff Revisions

Enclosed with this Advice Letter (AL) are five documents, as follows:

1. Tariff Rule 24

Tariff Rule 24 is divided into ten (10) sections: (A) Applicability (including the entities who are subject to Rule 24 and those who are not), (B) Definitions, (C) General Terms, (D) Access to Customer Data, (E) Demand Response Provider Service Establishment, (F) Metering Services, (G) Discontinuation of Services by DRP, (H) Credit Requirements, (I) Complaint and Dispute Resolution Process, and (J) Acronyms. As stated above, the sections subject to the consensus PFM are noted and incorporated in this proposed Rule 24. Sections subject to individual PFMs are noted but are not incorporated in this Rule.⁶ Moreover, Section I encompasses the proposed enforcement mechanism. The Commission directed the IOUs to “develop an initial proposal for enforcement of Rule 24 similar to that in the California Solar Initiative Handbook.” However, EnerNOC, AReM and DACC set forth several reasons in their August 9, 2013 PFM for why the CSI handbook was not appropriate as a template on which to model an enforcement mechanism in the Rule 24 context, and no party opposed that requested modification. The Commission’s established complaint procedures are referenced in Section I of the tariff, and Section 15 of the Service Agreement provides a dispute resolution mechanism; these are sufficient to serve the enforcement purpose without resort to the CSI Handbook template. As the Commission held in Conclusion of Law (COL) 49 of D.12-11-025, “It is not efficient or a good use of resources to develop and implement a separate set of procedures to address demand response disputes.” Similarly COL 9 stated that “It is reasonable to use, on an interim

⁶ The enclosed Rule 24 does incorporate competitive neutrality language based on PG&E’s response to the EnerNOC-AReM-DACC PFM. The Decision was silent on competitive neutrality, but EnerNOC-AReM-DACC included the issue in their PFM. (*Response of Pacific Gas and Electric Company to Petitions for Modification of Decision 12-11-025 filed by Enernoc, Inc., and by Enernoc, Inc., Alliance for Retail Energy Markets and Direct Access Customers Coalition*, page 15.)

basis, the Commission's established Complaint Processes where the Commission resolves disputes."

2. Demand Response Provider (DRP) Service Agreement

The Service Agreement is modeled largely on the Energy Service Provider Service Agreement used in the Rule 22 context, with modifications to address differences between DA and Direct Participation activities.

3. Form CISR-DRP

Ordering Paragraph 20 of D.12-11-025 required the IOUs to incorporate "[c]hanges to the Customer Information Service Request [CISR] form, addressed within Rulemaking 08-12-009" into the direct participation process. At the time D.12-11-025 was issued, a Commission Resolution had not yet been issued in R.08-12-009 adopting the IOUs' respective Rule 25 tariffs.⁷ The Commission subsequently issued Resolution E-4599, adopting a new CISR. The enclosed Form CISR-DRP incorporates the Commission's privacy notice from Resolution E-4599, and Rule 24 adopts the guideline that if a customer fails to specify the length of time for which the authorization is valid, the IOU is to assume that the authorization is effective indefinitely.

The IOUs propose a stand-alone CISR form for direct participation that differs from the "long-form" CISR (SCE Form 14-796⁸, Authorization To: Receive Customer Information or Act on a Customer's Behalf) and the "short-form" CISR approved in Resolution E-4599 for the following reasons. First, unlike the long-form and the short-form CISRs, Form CISR-DRP incorporates a Commission directive from OP 21 of D.12-11-025 that "[n]on-utility demand response providers must notify the appropriate utility to terminate the transmittal of customer usage data when a customer disenrolls from the demand response provider's service and provide proper customer authorization." The consensus PFM proposed that this OP be modified to make clear that customers may *choose* to "pre-authorize" their Third-Party DRPs to revoke the customer's authorization to release data upon the customer's un-enrollment from the third party's service (rather than assume that un-enrollment from the Third-Party's direct participation service translated into an automatic desire to revoke authorization to data). Thus, the enclosed Form CISR-DRP presents the customer with this choice, and includes a requisite signature line for Third-Party DRPs indicating that they understand the customer's election and limit the IOUs' liability for actions made in connection with this election.

Second, Form CISR-DRP refers to "default" categories of data for which the customer must authorize release to effectuate direct participation, including one year of historical electric meter interval data, a unique identifier for direct participation to track the customer's service account in CAISO's system (to be provided to the load-serving

⁷ In the case of PG&E, Rule 27 is the applicable tariff.

⁸ PG&E Form 79-1095, SDG&E Form 180-100.

entity), and the customer meter read data (for purposes of verifying eligibility date to begin direct participation service). These data fields are not listed in this way on the long-form or short-form CISRs. Moreover, there are additional fields that customers may elect to provide to their Third-Party DRPs that could facilitate direct participation services.

Third, the Form CISR-DRP makes clear, unlike the short-form and long-form CISRs, that the data authorized to be disclosed by the IOU will track the authorization period during which the Form CISR-DRP was effective such that meter data required for CAISO settlements will continue to be transmitted even after the technical date on which the CISR is revoked.

4. Registration Form

The Registration Form is required to be completed by all Third-Party DRPs serving bundled service customers. The IOUs do not propose that a different or longer form be used for Third-Party DRPs serving residential and small commercial customers. Rather, the Registration Form collects information necessary for the Commission to determine whether the Third-Party DRP serves those relevant segments of customers and refers to the specific requirements governing those DRPs, as does the tariff.

5. Customer Notification Letter

The Customer Notification Letter, to be used by Third-Party DRPs serving residential and small commercial customers, is enclosed with this AL, though it was developed mainly with the input of Commission staff from the Energy Division, ORA and affected Third-Party DRPs.

Effective Date

Because this is a Tier 3 AL, General Rule 7.6.2 of General Order 96-B requires that it be effective only upon issuance of a Resolution by the Commission. As noted in the "Background" section above, there are four pending PFMs of D.12-11-025. While the enclosed draft documents incorporate modifications to D.12-11-025 sought in the consensus PFM (on the assumption that the Commission will adopt those jointly requested changes), the Commission's resolution of that PFM and the remaining three PFMs may impact the contents of Rule 24 and related documents. Thus, it is appropriate for the Energy Division to suspend this AL, await Commission disposition of the outstanding PFMs, and then permit the IOUs to each file a supplemental AL within sixty (60) days providing utility-specific tariffs and incorporating any necessary changes to conform the rule and related documents to the decision modifying D.12-11-025.

Other Relief Requested

Throughout the process of refining Rule 24 and the related documents, it became clear to the stakeholders that familiarity with CAISO's systems, rules and procedures is important to effectively develop IOU retail tariffs, particularly because of the expansive role the Utility Distribution Company plays in communicating with CAISO about customer service accounts (their location, their enrollment in IOU DR programs, their relationship with Third-Party DRP registrations, etc.). That observation, in addition to the fact that direct participation of retail customer load is novel in California, makes it prudent to establish a process for making technical updates to Rule 24, particularly during the first few years after direct participation begins. Thus, the IOUs jointly request that the Resolution adopting Rule 24 and related documents provide authorization for annual technical updates via Tier 2 advice filings, which updates would be contingent upon pre-filing collaboration with stakeholders facilitated by Energy Division staff.

The IOUs also request that the Resolution adopting Rule 24 and related documents provide authorization to file conforming revisions to existing tariffs via Tier 1 ALs. These tariff revisions include revisions to tariffed IOU DR programs to enable them to be bid into the CAISO market and revisions to the introductory paragraph of the traditional CISR form directing customers to use Form CISR-DRP to mitigate confusion.

Protests

Anyone wishing to protest this filing may do so by letter sent via U.S. mail, facsimile or E-mail, no later than October 30, which is 20 days after the date of this filing. Protests must be submitted to:

CPUC Energy Division
ED Tariff Unit
505 Van Ness Avenue, 4th Floor
San Francisco, California 94102

Facsimile: (415) 703-2200
E-mail: EDTariffUnit@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 shall also be sent to each IOU as follows:

For PG&E, either via E-mail or U.S. mail (and by facsimile, if possible) 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

For SCE, by letter and transmitted via facsimile or electronically to the attention of:

Megan Scott-Kakures
Vice President, Regulatory Operations
Southern California Edison Company
8631 Rush Street
Rosemead, California 91770
Facsimile: (626) 302-4829
E-mail: AdviceTariffManager@sce.com

Leslie E. Starck
Senior Vice President, Regulatory Policy & Affairs
c/o Karyn Gansecki
Southern California Edison Company
601 Van Ness Avenue, Suite 2030
San Francisco, California 94102
Facsimile: (415) 929-5544
E-mail: karyn.gansecki@sce.com

For SDG&E, via both e-mail and facsimile to the addresses shown below:

Attn: Megan Caulson
Regulatory Tariff Manager
8330 Century Park Court, Room 32C
San Diego, CA 92123-1548
Facsimile No. (858) 654-1879
E-mail: MCaulson@semprautilities.com

Any person (including individuals, groups, or organizations) may protest or respond to an advice letter (General Order 96-B, Section 7.4). The protest shall contain the following information: specification of the advice letter protested; grounds for the protest; supporting factual information or legal argument; name, telephone number, postal address, and (where appropriate) e-mail address of the protestant; and statement that the protest was sent to the utility no later than the day on which the protest was submitted to the reviewing Industry Division (General Order 96-B, Section 3.11).

Notice

In accordance with General Order 96-B, Section IV, a copy of this advice letter is being sent electronically and via U.S. mail to parties shown on the attached list and to parties on the service list for R.07-01-041. Address changes to the General Order 96-B service list should be directed to PG&E at email address PGETariffs@pge.com. For changes to any other service list, please contact the Commission's Process Office at (415) 703-2021 or at Process_Office@cpuc.ca.gov. Send all electronic approvals to PGETariffs@pge.com. Advice letter filings can also be accessed electronically at: <http://www.pge.com/tariffs>



Vice President, Regulatory Relations

Attachments

cc: Service List of 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 E)**

Utility type:

ELC GAS
 PLC HEAT WATER

Contact Person: Igor Grinberg

Phone #: 415-973-8580

E-mail: ixg8@pge.com and PGETariffs@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) #: **4298-E et al**

Tier: 3

Subject of AL: **Proposed Direct Participation Demand Response Rule 24 and Related Documents**

Keywords (choose from CPUC listing): Compliance, Rules, 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.12-11-025

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: N/A

Is AL requesting confidential treatment? If so, what information is the utility seeking confidential treatment for: N/A

Confidential information will be made available to those who have executed a nondisclosure agreement: N/A

Name(s) and contact information of the person(s) who will provide the nondisclosure agreement and access to the confidential information: N/A

Resolution Required? Yes No

Requested effective date: **Upon Commission Approval**

No. of tariff sheets: 31

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: See advice letter

Service affected and changes proposed: 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:

Director, Energy Division

California Public Utilities Commission
505 Van Ness Avenue, Fourth Floor
San Francisco, CA 94102

E-mail: EDTariffUnit@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

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

Title of Sheet

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

33139-E	ELECTRIC RULE NO. 24 DIRECT PARTICIPATION DEMAND RESPONSE Sheet 1	
33140-E	ELECTRIC RULE NO. 24 DIRECT PARTICIPATION DEMAND RESPONSE Sheet 2	
33141-E	ELECTRIC RULE NO. 24 DIRECT PARTICIPATION DEMAND RESPONSE Sheet 3	
33142-E	ELECTRIC RULE NO. 24 DIRECT PARTICIPATION DEMAND RESPONSE Sheet 4	
33143-E	ELECTRIC RULE NO. 24 DIRECT PARTICIPATION DEMAND RESPONSE Sheet 5	
33144-E	ELECTRIC RULE NO. 24 DIRECT PARTICIPATION DEMAND RESPONSE Sheet 6	
33145-E	ELECTRIC RULE NO. 24 DIRECT PARTICIPATION DEMAND RESPONSE Sheet 7	
33146-E	ELECTRIC RULE NO. 24 DIRECT PARTICIPATION DEMAND RESPONSE Sheet 8	
33147-E	ELECTRIC RULE NO. 24 DIRECT PARTICIPATION DEMAND RESPONSE Sheet 9	
33148-E	ELECTRIC RULE NO. 24 DIRECT PARTICIPATION DEMAND RESPONSE Sheet 10	
33149-E	ELECTRIC RULE NO. 24 DIRECT PARTICIPATION DEMAND RESPONSE Sheet 11	
33150-E	ELECTRIC RULE NO. 24 DIRECT PARTICIPATION DEMAND RESPONSE Sheet 12	

Cal P.U.C. Sheet No.	Title of Sheet	
33151-E	ELECTRIC RULE NO. 24 DIRECT PARTICIPATION DEMAND RESPONSE Sheet 13	
33152-E	ELECTRIC RULE NO. 24 DIRECT PARTICIPATION DEMAND RESPONSE Sheet 14	
33153-E	ELECTRIC RULE NO. 24 DIRECT PARTICIPATION DEMAND RESPONSE Sheet 15	
33154-E	ELECTRIC RULE NO. 24 DIRECT PARTICIPATION DEMAND RESPONSE Sheet 16	
33155-E	ELECTRIC RULE NO. 24 DIRECT PARTICIPATION DEMAND RESPONSE Sheet 17	
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33158-E	ELECTRIC RULE NO. 24 DIRECT PARTICIPATION DEMAND RESPONSE Sheet 20	
33159-E	ELECTRIC RULE NO. 24 DIRECT PARTICIPATION DEMAND RESPONSE Sheet 21	
33160-E	ELECTRIC RULE NO. 24 DIRECT PARTICIPATION DEMAND RESPONSE Sheet 22	
33161-E	ELECTRIC RULE NO. 24 DIRECT PARTICIPATION DEMAND RESPONSE Sheet 23	
33162-E	ELECTRIC RULE NO. 24 DIRECT PARTICIPATION DEMAND RESPONSE Sheet 24	

**ATTACHMENT 1
Advice 4298-E**

Cal P.U.C. Sheet No.	Title of Sheet	Cancelling Cal P.U.C. Sheet No.
33163-E	ELECTRIC RULE NO. 24 DIRECT PARTICIPATION DEMAND RESPONSE Sheet 25	
33164-E	ELECTRIC RULE NO. 24 DIRECT PARTICIPATION DEMAND RESPONSE Sheet 26	
33165-E	ELECTRIC RULE NO. 24 DIRECT PARTICIPATION DEMAND RESPONSE Sheet 27	
33166-E	ELECTRIC SAMPLE FORM 79-1152 AUTHORIZATION OR REVOCATION OF AUTHORIZATION TO DISCLOSE CUSTOMER INFORMATION TO A DEMAND RESPONSE PROVIDER UNDER RULE 24 Sheet 1	
33167-E	ELECTRIC TABLE OF CONTENTS Sheet 1	33137-E
33168-E	ELECTRIC TABLE OF CONTENTS RULES Sheet 21	32819-E
33169-E	ELECTRIC TABLE OF CONTENTS SAMPLE FORMS Sheet 26	32821-E



ELECTRIC RULE NO. 24
 DIRECT PARTICIPATION DEMAND RESPONSE

Sheet 2 (N)
 (N)

A. APPLICABILITY

(N)

This Rule establishes the terms and conditions that apply to those entities, which are subject to this Rule, who wish to take part in Direct Participation Demand Response Service ("DR Service"). DR Service is offered by the California Independent System Operator (CAISO) and allows a Demand Response Provider's (DRP's) or a retail customer to participate or "bid-in" directly into the CAISO wholesale energy market for compensation by the CAISO, in accordance with the market awards and dispatch instructions established by the CAISO.

DRPs are prohibited from registering customer accounts that are already registered with another DRP or that are participating in another Utility event-based demand response program.

1. Entities and Services Subject to Rule 24
 - a. {Utility} acting on behalf of its customers as the Load Serving Entity (LSE), a DRP, UDC, Meter Data Management Agent (MDMA), or Meter Service Provider (MSP).
 - b. Affiliates of {Utility} acting as a DRP
 - c. Non-Utility affiliated DRPs enrolling {Utility} Bundled Service customers.
 - d. Bundled Service customers acting as a DRP for their own load.
2. Entities Not Subject to Rule 24
 - a. Non-Utility DRPs enrolling only Direct Access (DA), Community Aggregator (CA) (for SCE only) or Community Choice Aggregation (CCA) Service customers,
 - b. DA, CA or CCA Service customers acting as a DRP for their own load,
 - c. Electric Service Providers (ESPs), CAs and CCAs acting as a LSE for DA, CA or CCA Service customers,
 - d. Non-Utility affiliated MDMA's and MSP's providing metering services to DA Service customers.

The descriptive headings of the various sections of this Rule have been inserted for convenience of reference only and shall in no way define, modify, or restrict any of the terms and provisions thereof.

(N)

(Continued)



ELECTRIC RULE NO. 24
DIRECT PARTICIPATION DEMAND RESPONSE

Sheet 3 (N)
 (N)

B. DEFINITIONS

(N)

Certain specific terms used in this Rule are defined below. Additional definitions for more widely used terms in {Utility}'s tariffs are also found in Electric Rule 1.

1. **AFFILIATE:** Any legal entity in which five percent or more of the outstanding shares are owned, controlled, or held with power to vote, directly or indirectly either by the DRP or any of its subsidiaries; or by the DRP's controlling entity or any of its subsidiaries; or by any company in which the DRP, its controlling entity, or any of the DRP's affiliates, exert substantial control over the operation of the company or indirectly have substantial financial interests in the company which is exercised through means other than ownership. For purpose of this definition, "substantial control" includes, but is not limited to, the possession, directly or indirectly and whether acting alone or in conjunction with others, of the authority to direct or cause the direction of the management or policies of the company. A direct or indirect voting interest of five percent or more by the DRP in an entity's company creates a rebuttable presumption of control.

For the purposes of this Rule, Utility affiliates participating in DR Services are considered "non-Utility DRPs".

2. **CAISO's DR Service:** The CAISO's wholesale DR market mechanism(s), market model(s), and or market product(s) that allow retail customers' loads to be bid in to the CAISO's wholesale energy market.
3. **CAISO's DR System (DRS):** A CAISO's software application that allows a DRP or a retail customer to participate in the CAISO's wholesale energy market using the CAISO's DR Service(s). The CAISO's DRS User Guide can be found in http://www.caiso.com/Documents/DemandResponseSystem_DRS_ISOUserGuideVersion2_0.pdf
4. **DEMAND RESPONSE (DR):** The load reduction or increase by retail customers in response to a signal or pricing mechanism.
5. **DEMAND RESPONSE PROVIDER (DRP):** An entity providing DR Service(s) to one or more retail customers to bid loads on their behalf into the CAISO's wholesale market using the CAISO's DR Service(s). A DRP can also be a retail customer bidding its own load into CAISO wholesale market using the CAISO's DR Service(s).

(N)

(Continued)



ELECTRIC RULE NO. 24
DIRECT PARTICIPATION DEMAND RESPONSE

Sheet 4 (N)
 (N)

B. DEFINITIONS (CONT'D.)

(N)

5. DEMAND RESPONSE PROVIDER (DRP) (Cont'd.)

Any of the following entities may elect to become a DRP: {Utilities}, non-Utility entities such as Electric Service Providers (ESPs), Community Aggregation (CA) and Community Choice Aggregation (CCA) entities who elect to participate in CAISO DR Services with bundled service customers, a third-party who wishes to bid- in bundled service accounts in the CAISO wholesale market, or a bundled service retail customer (bidding in its own load on its own behalf). Unless otherwise specifically stated, all references to "DRP" herein shall refer to all of these entities.

6. DEMAND RESPONSE (DR) SERVICE: DR Service in this Rule generally refers to demand response activities associated with a DRP's or a customer's direct participation in the CAISO's wholesale energy market where a retail customer, either on its own or enrolled in a DRP's DR Service, changes its electric demand in accordance with the market awards and dispatch instructions established by the CAISO.

7. DRP's DR Service: A DR program or service provided by the DRP to one or more retail customers to bid loads on their behalf into the CAISO wholesale energy market using the CAISO's DR Service(s).

8. EVENT-BASED DEMAND RESPONSE: The dispatchable load reduction or increase by retail customers in response to a day-ahead or day-of event signal.

9. INTERVAL METER: For the purposes of this rule, an "interval meter" is defined as a meter and communication system capable of measuring, storing, and transferring the minimum data required for the CAISO's settlement processes. Minimum data requirements are specified by the CAISO and vary by the CAISO's DR Services.

10. PRICING NODE (PNode): A single network Node or subset of network Nodes where a physical injection or withdrawal of electricity is modeled and for which a Locational Marginal Price is calculated and used for financial settlements. A network Node is a point in the CAISO's Full Network Model representing a physical location within the CAISO's Balancing Authority Area or the CAISO Controlled Grid.

11. RESOURCE REGISTRATION: One or more retail customer accounts that have been entered as a single resource into the CAISO's Demand Response System (DRS) by a DRP.

12. REVENUE QUALITY METER DATA (RQMD): Interval Meter Data that has been validated, edited, and estimated in accordance with the Direct Access Standards for Metering and Meter Data (DASMMD) as described in Electric Rule 22.

(N)

(Continued)



ELECTRIC RULE NO. 24
DIRECT PARTICIPATION DEMAND RESPONSE

Sheet 5 (N)
 (N)

B. DEFINITIONS (CONT'D.)

(N)

13. SETTLEMENT QUALITY METER DATA (SQMD): SQMD is RQMD that has been processed, aggregated, formatted, and stored pursuant to CAISO's procedures for CAISO's settlement and auditing purposes. See CAISO Tariff Appendix A, Master Definitions Supplement.
14. SUB-LAP (S-LAP): A CAISO defined subset of PNodes within a Default Load Aggregation Point (LAP).
15. TELEMETRY: An electric meter capable of recording, storing, and transferring the minimum data required in accordance with the CAISO's telemetry technical requirements (current technical requirements are available on the CAISO's website (at www.caiso.com)).
16. UNIQUE CUSTOMER IDENTIFIER: An identifier assigned by the UDC and entered into the CAISO's DRS by a DRP. The identifier is specific to a customer's Service Account. [PG&E] will assign a unique customer identifier for a customer's service account. [SCE/SDG&E] will use the customer's service account number as the customer unique identifier.
17. UTILITY DISTRIBUTION COMPANY (UDC): An entity that owns or operates a distribution system for the delivery of energy to and from the CAISO controlled grid and that provides regulated retail electric service and regulated procurement service. {Utility} is the applicable UDC under this Rule.

Herein, the "Utility" is [PG&E/SCE/SDG&E] and it may serve one or more of the following functions: UDC, LSE, MDMA, MSP and DRP.

C. GENERAL TERMS

1. General Obligations of {Utility}
 - a. Non-Discrimination and Competitive Neutrality
 - (1) Neutral Discharge of Responsibilities

{Utility}, acting in any capacity described herein, shall discharge its responsibilities in a neutral manner to all DRPs. When acting as an MDMA, this would include ensuring that the meter data for each service account sent to the DRP meets the current validated, edited, and estimated (VEE) standards established in the Direct Access Standards for Metering and Meter Data (DASMMD).

(N)

(Continued)



ELECTRIC RULE NO. 24
DIRECT PARTICIPATION DEMAND RESPONSE

Sheet 6 (N)
 (N)

C. GENERAL TERMS (CONT'D.)

(N)

1. General Obligations of {Utility} (Cont'd.)

a. Non-Discrimination and Competitive Neutrality (Cont'd.)

(1) Neutral Discharge of Responsibilities (Cont'd.)

Unless otherwise authorized by the California Public Utilities Commission (CPUC or Commission), the Federal Energy Regulatory Commission (FERC), or the affiliate transactions rules, {Utility} shall not provide or represent that it will provide to itself, its affiliates or customers of itself or its affiliates any preferential treatment with regard to the provision of {Utility} services than other, unaffiliated, service providers would receive, including, but not limited to, terms and conditions, information, pricing or timing.

(2) Non-Discriminatory Response to Requests for {Utility} Services

{Utility}, acting in any capacity, shall process requests for similar {Utility} services in the same manner and within the same period of time for its affiliates, customers of itself and its affiliates, and for all unaffiliated market participants and their respective customers. {Utility} shall provide non-discriminatory access to its meter data, where available, to third-party DRPs when authorized by the customer. In particular, [Utility] shall not have any greater access to meter data for the purposes of fulfilling its DRP duties and obligations than does a third-party DRP.

(3) Competitive Neutrality

Confidential, competitive information received by [Utility] from unaffiliated DRPs, or from the CAISO about the DRPs or their customers, in connection with [Utility's] performance of its duties to implement and administer the DRP's use of utility load for Rule 24 DR Services shall be limited to the utility staff who are responsible for performing the utility's non-DRP responsibilities under Rule 24. Such confidential, competitive information shall not be used to promote the Utility's services to its customers or customers of its affiliates.

(C.3 Subject to PFM on Competitive Neutrality – IOU proposed language from Response of Pacific Gas and Electric Company to Petitions for Modification of Decision 12-11-025 filed by Enernoc, Inc., and by Enernoc, Inc., Alliance for Retail Energy Markets and Direct Access Customers Coalition, page 15.)

(N)

(Continued)



ELECTRIC RULE NO. 24
DIRECT PARTICIPATION DEMAND RESPONSE

Sheet 7 (N)
 (N)

C. GENERAL TERMS (CONT'D.)

(N)

1. General Obligations of {Utility} (Cont'd.)

b. Timeliness and Due Diligence

Consistent with state law and CPUC decisions, {Utility} acting in any capacity shall exercise due diligence in meeting its obligations and deadlines under this Rule so as to facilitate a customer's election to participate in a DRP's DR Service in CAISO's wholesale markets as quickly as possible.

c. Review of DRP Resource Registrations in the CAISO's DR System

{Utility}, acting as an LSE, shall review all Resource Registrations (within its electric service territory) submitted by a DRP to the CAISO's Demand Response System (DRS) as defined in the CAISO tariff. {Utility}'s review shall be limited to ensure accuracy of the customer information presented and that the customer isn't otherwise participating in an event based demand response program which it offers. {Utility} shall also review Resource Registrations for Entities not subject to Rule 24 in the same manner contained in this subsection and on the same non-discriminatory basis.

{Utility} will conduct such review in accordance with the timelines set forth in the CAISO's Business Practice Manuals (BPMs). {Utility} shall notify the CAISO and the DRP within ten (10) business days if the customer information presented in the Resource Registration is inaccurate, if the DRP is not appropriately registered for DRP DR Services at the CPUC, and confirm that the customer account's participation does not conflict with wholesale/retail dual participation rules. If there are no objections to the resource registration, {Utility} shall include in its comments the date of the customer's next meter read, which would be the first date the customer would be eligible for DRP DR Service. To the extent reasonable and feasible, {Utility} and the DRP shall coordinate and cooperate to provide an accurate Resource Registration.

(Paragraph above subject to PFM on OP 8)

(N)

(Continued)



ELECTRIC RULE NO. 24
DIRECT PARTICIPATION DEMAND RESPONSE

Sheet 8 (N)
 (N)

C. GENERAL TERMS (CONT'D.)

(N)

1. General Obligations of {Utility} (Cont'd.)

d. Provision of Customer Data by {Utility}

In response to a completed, customer authorized submittal of {Utility}'s Form XX-XXX (CISR-DRP) by a customer or DRP, {Utility} shall in a timely fashion provide the required information to the DRP to facilitate a customer's enrollment in a DRP program. This information will be provided in accordance with Section D of this Rule. The DRP or customer may also request the provision of continuous meter data or designate how continuous data release shall be terminated.

[Paragraph above subject to PFM on OP 20]

e. {Utility} Tariffed Demand Response Programs

For those customers enrolled in a {Utility} event-based demand response program, the {Utility} will act as the customer's DRP if the utility elects to submit the customer into the CAISO's DRS. This customer could be a {Utility}'s Bundled Service, Direct Access, or Community Aggregator or Community Choice Aggregation Service customer.

f. KYZ Pulse Installations

Upon the request of and payment by the customer or its agent, {Utility}, acting as the MSP, shall install where feasible a KYZ pulse initiating device or another acceptable telemetry solution. A DRP may, with the permission of the CAISO, use this information to submit preliminary settlement data to the CAISO. The customer or its DRP will be responsible for the cost of the installation.

If the customer wishes to terminate the delivery of its KYZ pulse data to the DRP at any time, the DRP will take action, upon receipt of notification from the customer, to discontinue data transmission from its facilities, as soon as practicable, but no later than 45 days after customer termination, to allow for financial settlements to occur.

(N)

(Continued)



ELECTRIC RULE NO. 24
DIRECT PARTICIPATION DEMAND RESPONSE

Sheet 9 (N)
 (N)

C. GENERAL TERMS (CONT'D.)

(N)

2. General Obligations of DRPs Enrolling Bundled Service Customers

This Section is applicable to all DRPs enrolling Bundled Service customers, unless otherwise specified. Requirements for {Utility}, acting as the DRP for DA, CA and CCA Service customers, are specified in Section D.

a. Timeliness and Due Diligence

DRPs shall exercise due diligence in meeting their obligations and deadlines under this Rule so as to facilitate customer enrollment in DRP DR Service in a timely manner. To the extent ordered by the CPUC, DRPs shall make all payments resulting from CPUC-authorized charges owed to {Utility} for services specified under this Rule in a timely manner subject to applicable payment dispute provisions.

b. Arrangements Between DRPs and Their Customers

DRPs shall be solely responsible for having appropriate contractual or other arrangements with their customers necessary to implement DRP DR Service consistent with all applicable laws, CAISO requirements, CPUC requirements, if any, and this Rule.

c. Scheduling Coordinator (SC)

In accordance with the CAISO's tariff, a DRP must become or contract with a SC prior to registering customers into a CAISO's Demand Response System. {Utility} shall not act as an SC on behalf of a non-Utility DRP. The DRP must obtain its own SC to participate in DR Services or otherwise qualified to act in that capacity.

d. Dual Participation

DRPs are prohibited from placing a customer's service account into a Resource Registration in the CAISO's Demand Response System (DRS) for any time period within the Start Date and End Date of another DRP's Resource Registration that already includes the customer's service account and that has been given a "Confirmed" status by the CAISO under its rules and procedures. When a DRP is notified by {Utility} via its CISR-DRP process that a customer is already enrolled in a {Utility}'s event-based DR program, it is the notified DRP's obligation to ensure that the customer has un-enrolled from {Utility}'s DR program before placing the customer account in the notified DRP's Resource Registration in the CAISO's DR System for the same period. The transition date to move that customer from its current program to DRP's DR Service will be established in accordance with {Utility}'s DR program rules and its Electric Rule 12.

(N)

(Continued)



ELECTRIC RULE NO. 24
DIRECT PARTICIPATION DEMAND RESPONSE

Sheet 10 (N)
 (N)

C. GENERAL TERMS (CONT'D.)

(N)

2. General Obligations of DRPs Enrolling Bundled Service Customers (Cont'd.)

d. Dual Participation (Cont'd)

In the event of a conflict between program specific requirements and Rule 12, the program's tariff requirements will apply.

For instance, a customer who is currently participating in a {Utility} event-based demand response program and wishes to enroll with a third party in this Demand Response (DR) Service must first un-enroll from the {Utility} program. Un-enrollment will be subject to any contractual or program obligations currently in effect with the {Utility} DR program. Similarly, if a customer is currently registered at the CAISO for DRP DR Services, that customer must be un-enrolled prior to that customer's participation in either another DRP's resource registration or a [Utility] event-based demand response program. This prohibition on enrolling a customer in direct participation or event-based demand response programs for more than one DRP concurrently does not prohibit a DRP from also enrolling customers who are in its own event-based demand response program(s) in Direct Participation and using its own event-based demand response program(s) to participate in Direct Participation

(Two paragraphs above are subject to pending PFMs on OP 7 and OP 8)

When {Utility} is acting as a DRP, it is obligated to ensure that the customer has un-enrolled from another non-Utility DRP's DR Service before enrolling the customer in its own event-based program.

e. Resource Registration of DR Resources at the CAISO

DRPs shall be solely responsible for registering DR resources at the CAISO with the customers to whom they are providing DRP DR Services.

f. Notification of Customer Enrollment in DRP DR Service

The CAISO, through its registration process, will make available to {Utility}, in its role as an LSE, the ability to verify its customers' enrollment status and other information pertinent to their customers' participation in DR Services. DRPs shall not be responsible for providing separate notification to {Utility} of an enrollment of a customer in DRP DR Services.

(N)

(Continued)



ELECTRIC RULE NO. 24
DIRECT PARTICIPATION DEMAND RESPONSE

Sheet 11 (N)
 (N)

C. GENERAL TERMS (CONT'D.)

(N)

2. General Obligations of DRPs Enrolling Bundled Service Customers (Cont'd.)

g. Utilizing the MDMA for Revenue Quality Meter Data

DRPs shall utilize the MDMA chosen by the customer (or the customer's LSE) for gaining access to Revenue Quality Meter Data (RQMD).

h. Utilizing the MDMA for Settlement Quality Meter Data

The MDMA shall send individual customer RQMD to the DRP, or its agent, who shall convert this data to SQMD and send it to the SC.

(Subject to PFMs on OP 12, MDMA's responsibility to provide SQMD to DRP SC and on financial responsibility for penalties from CAISO)

For Direct Access customers, DRPs may contract with the MDMA chosen by the customer (or the customer's LSE) for submitting Settlement Quality Meter Data (SQMD) to the DRP's SC.

i. Access to Electronic Data by non-Utility DRP

For non-Utility DRPs electing to use {Utility's} Electronic Data Interchange (EDI) functionality when {Utility} serves as an MDMA, {Utility} shall provide these DRPs with access to the appropriate electronic platform (e.g. the MDMA server) to facilitate energy data exchanges required for DRP's DR service(s).. The requirements for such access are found in Section E.4 below.

j. Net Benefits Test

All DRPs bidding Bundled Service customer's load into the CAISO's wholesale energy market using the CAISO's DR Service(s) must submit bids that are at or above the Net Benefits Test described in Section 30.6.3 of CAISO's Fifth Replacement FERC Electric Tariff.

(N)

(Continued)



ELECTRIC RULE NO. 24
DIRECT PARTICIPATION DEMAND RESPONSE

Sheet 12 (N)
 (N)

C. GENERAL TERMS (CONT'D.)

(N)

3. Transfer of Cost Obligations Between DRPs and Customers

Nothing in this Rule is intended to prevent DRPs and customers from agreeing to reallocate between them any costs for DRP's DR Services that are subject to this Rule to be paid by either of them.

4. LSE Is Not Liable for DRP DR Services

To the extent the customer takes service from a DRP, the customer's LSE has no obligations to the customer with respect to the services provided by the DRP.

5. DRP is Not Liable for LSE's Services

To the extent the customer takes service from an LSE, the DRP has no obligations to the customer with respect to the services provided by that LSE. The customer must look to its LSE, not the DRP, to carry out the responsibilities associated with those services.

6. Split Loads Not Allowed

Customers requesting DRP DR Service may not partition the electric loads of a service account among different DRPs at any one time. The entire load and load reduction for a service account can be registered in the CAISO's DRS to only one DRP at any one time.

7. Formal Notification for Residential and Small Commercial Customers

Residential customers are defined as {Utility} customers who are eligible for service under one of its residential rate schedules. Small Commercial customers are defined as customers with a maximum billing demand of 20 kW. [Pending PFM decision on OP6] Non-Utility DRPs intending to enroll Residential and Small Commercial customers in DR Services at the CAISO are required to meet additional CPUC requirements before submitting such customer accounts for resource registration at the CAISO. These DRPs must obtain approval from the CPUC's Energy Division for a Customer Notification Form Letter, in hard copy or electronic form, to be provided to each customer explaining the DRP's terms and conditions of participating in the DRP's DR Service. The non-Utility DRP must provide such standard letter to the customer before the customer agrees to participate in the DRP DR Service.

(N)

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ELECTRIC RULE NO. 24
DIRECT PARTICIPATION DEMAND RESPONSE

Sheet 13 (N)
 (N)

C. GENERAL TERMS (CONT'D.)

(N)

8. Master Metered Customers

Master metered customers who provide sub-metered tenant billings may participate in DRP DR Service as only a single master service account. A master-metered customer may not partition the electric loads of a single master meter among several DRPs.

9. Service Fees and Other Charges

{Utility} may incur costs in order to facilitate a non-Utility DRPs' participation in CAISO's DR Services. Any fees to reimburse {Utility} for these costs are described in {Utility} rate Schedule X and must be paid on a timely basis to ensure service under this Rule.

D. ACCESS TO CUSTOMER DATA

(Section D subject to PFM of OP 19.)

1. Access to Customer Usage Data – Release of Information to non-Utility DRPs

{Utility} will provide confidential customer-specific information and usage data for a bundled, DA, CA or CCA service customer to parties specified by that customer, subject to Rule 27 [25 for SCE], and the following provisions:

a. The inquiring party must have customer authorization using Form CISR-DRP before a customer's personally identifiable information can be released. The information, upon such authorization, will be released only to the inquiring party, unless otherwise authorized by the customer, as part of the Form CISR-DRP process. The inquiring party as the recipient of this data agrees to abide by the applicable Commission customer privacy requirements. For the purposes of this program, the Form CISR-DRP shall permit the customer to authorize the following:

- (1) Customer Account information, including service address and rate schedule.
- (2) Up to 1 year worth of historical interval data, as it is available..
- (3) Unique Customer Identifier to track customer in CAISO systems. This information will be provided to the customer's LSE too if different from the {Utility}.
- (4) Customer Account information, including service address and rate schedule.

(N)

(Continued)



ELECTRIC RULE NO. 24
DIRECT PARTICIPATION DEMAND RESPONSE

Sheet 14 (N)
 (N)

D. ACCESS TO CUSTOMER DATA (CONT'D.)

(N)

1. Access to Customer Usage Data – Release of Information to non-Utility DRPs
 (Cont'd)

a. (Cont'd)

- (4) Customer Meter Read Date for purposes of verifying date to begin DR Service

The customer may also elect to authorize the release of the following information to the non-Utility DRP via the Form CISR-DRP:

- (5) Ongoing monthly interval usage data
- (6) A maximum of the most recent twelve (12) months of customer billing data or the amount of data recorded for that specific service account.

b. When a Form CISR-DRP is received, [Utility] shall also transmit the following data, defined as Confidential Information in the DRP Service Agreement (Form X), to the Third-Party DRP:

- (1) Confidential end-user information such as the customer's service voltage, the sub-Load Aggregation Point (sub-LAP) and Pricing node (Pnode), the identity and contact information of the customer's LSE, MDMA and MSP, and any event-based utility DR program(s) in which the customer is enrolled.
- (2) {Utility} may also elect to provide information, as it is available, on the earliest date(s) on which the customer's commitment to the utility event-based DR program(s) can be terminated by the customer without penalty and the customer's meter read dates for its billing cycle.
- (3) Basic meter information including the meter number, the type of meter and the intervals currently being collected by the meter.

[Sections C.1 a and b above subject to PFMs on OPs 19 and 20]

c. Customer information specified in Sections D.1.a.(1-3) will be released to the customer or its authorized agent up to two (2) times per year per service account at no cost to the requesting party. Thereafter, {Utility} may have the right to assess a processing charge as approved by the CPUC. Customer data specified in Section D.1.a.(5) will be released to the customer or its authorized agent on an ongoing basis at charges authorized by the CPUC, unless provided through electronic means, as outlined in Metering Services, Section F.

(N)

(Continued)



ELECTRIC RULE NO. 24
DIRECT PARTICIPATION DEMAND RESPONSE

Sheet 15 (N)
 (N)

D. ACCESS TO CUSTOMER DATA (CONT'D.)

(N)

1. Access to Customer Usage Data – Release of Information to non-Utility DRPs (Cont'd)
 - d. Durations by which the non-Utility DRP may continue to receive access to a customer's information shall be specified by the customer in the CISR-DRP. The customer may choose from the following options: (1) indefinite data release until otherwise canceled by the customer, (2) release of data until a date certain, (3) authorization for non-Utility DRP to terminate data release upon DRP DR Service cancellation. (Subject to Joint Utility PFM) If the customer makes no election, Utility will assume that customer authorization is for an indefinite period of time per CPUC Resolution E-4599). Under option (3), it is the non-Utility DRP's responsibility to notify {Utility} to terminate a non-Utility DRP's access to the customer's data. Upon receipt of the notice of termination from the non-Utility DRP or the revocation of data access authorization from the customer, {Utility} will cease to provide the customer on-going interval usage data to the non-Utility DRP. However, the non-Utility DRP may continue to receive previously generated data that pertains to the period of time during which customer authorization was valid. This information will assist the non-Utility DRP in settling invoices with the CAISO related to customer service accounts during the time that they were active in DR Services.
 - e. When {Utility} is acting as the MDMA, if daily meter data is available through the utility's portals, the daily meter data will not be RQMD. RQMD data will be available on a monthly basis. When Open ADE is available for utility, the tariff for Open ADE will govern the provision of daily meter data.
2. Access to Direct Access, CA or CCA Service Customer Data when {Utility} is the DRP but not the MDMA
 - a. {Utility}, in its role as a DRP, will contract with the customer's MDMA in order to receive the necessary meter data (as described in Section F) for the purposes of managing its own DRP DR Services program, and to assist in its forecasting, bidding, dispatch, and settlement activities.
3. Customer Inquiries Concerning Billing-Related Issues
 - a. Customer inquiries concerning {Utility}'s charges or services should be directed to {Utility}.
 - b. Customer inquiries concerning the non-Utility DRP's charges or services should be directed to the non-Utility DRP.
 - c. Customer inquiries concerning the LSE's charges or services should be directed to the LSE.

(N)

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ELECTRIC RULE NO. 24
DIRECT PARTICIPATION DEMAND RESPONSE

Sheet 16 (N)
 (N)

D. ACCESS TO CUSTOMER DATA (CONT'D.)

(N)

4. Customer Inquiries Related to Emergency Situations and Outages
 - a. {Utility} will be responsible for responding to all inquiries related to distribution service, emergency system conditions, outages, and safety situations. Customers contacting the DRP with such inquiries should be referred directly to {Utility}.
 - b. It may be necessary for {Utility} to shed or curtail customer load at the request of the CAISO, or as otherwise provided by CPUC authorized tariffs. {Utility} shall provide notice to the non-Utility DRP of such curtailments as soon as practical, however {Utility} is not responsible to notify the non-Utility DRP's Scheduling Coordinator. Nothing in this rule shall change the criteria for load-shedding established by the CAISO, the CPUC, or {Utility}'s operation procedures.
 - c. {Utility} shall continue to be responsible for implementing its own CPUC-approved DR programs.

E. DRP DR SERVICE ESTABLISHMENT

DRPs enrolling bundled service customers must satisfy the following regulatory requirements, as they might apply, before the DRP can provide DRP DR Services in {Utility}'s service territory.

1. CPUC Registration Requirements
 - a. Execute a Demand Response Provider Service Agreement (DRP Service Agreement – Form No 79-XXXX) with {Utility}.
 - b. Satisfy {Utility}'s credit requirements as specified in Section H.
 - c. Register with the CPUC and maintain a valid DRP registration at the CPUC.

(N)

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ELECTRIC RULE NO. 24
DIRECT PARTICIPATION DEMAND RESPONSE

Sheet 17 (N)
 (N)

E. DRP DR SERVICE ESTABLISHMENT (CONT'D)

(N)

1. CPUC Registration Requirements (Cont'd)

- d. Complete the CPUC DRP Registration Application Form. DRPs enrolling {Utility}'s residential and small commercial customers shall also provide the CPUC a performance bond under the name of the CPUC as a security deposit or financial guarantee bond in the amount of pursuant to the matrix below and as specified in the CPUC Registration form.

Number of Customers	Security Deposit Amount
1 – 2,500	\$25,000
2,501 - 5,000	\$50,000
5,001 – 10,000	\$75,000
10,001 +	\$100,000

2. CAISO Requirements

All DRPs enrolling {Utility} Bundled Service customers must:

- a. Execute the necessary service agreements for registering resources with the CAISO.
- b. Meet all CAISO's requirements for the DRP and maintain their registration at the CAISO as a qualified DRP.

3. Maintenance of DRP Registration at the CPUC

- a. The CPUC will post the list of registered DRPs on its website. The CPUC will enforce all rules for the DRP registration and may suspend or revoke a DRP registration if the CPUC determines that the DRP violated Rule 24 or terms and conditions outlined in the CPUC DRP Registration Form. The CPUC may require that the DRP periodically renew its registration to maintain its status.
- b. The CPUC will investigate complaints relative to DRP activities and may suspend or revoke a DRP registration if a civil or business court, or the CPUC, finds that the DRP has engaged in activities that warrant such action, after appropriate due process considerations. The CPUC may also allow the DRP to cure any identified deficiencies or inappropriate activities within a reasonable period of time.

(N)

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ELECTRIC RULE NO. 24
DIRECT PARTICIPATION DEMAND RESPONSE

Sheet 18 (N)
 (N)

E. DRP DR SERVICE ESTABLISHMENT (CONT'D)

(N)

- 3. Maintenance of DRP Registration at the CPUC (Cont'd)
 - c. DRPs shall keep the CPUC registration information up to date.

4. EDI Requirements

Until superseded by another data exchange process, such as Open ADE, and to the extent the DRP elects to use Electronic Data Interchange (EDI) or analogous platform to communicate with {Utility} for DRP DR Service implementation, the DRP must satisfy applicable technical requirements, including, without limitation:

- a. A DRP must complete all necessary electronic interfaces for the DRP and {Utility} to communicate meter reading and usage data.
- b. The DRP must have the capability to exchange data with {Utility} via the Internet. Alternative arrangements to EDI may be allowed if mutual agreement is made between {Utility} and the DRP.
- c. The DRP must have the capability to perform EDI transactions, and enter into appropriate agreements related thereto.

F. METERING SERVICES

Meter Services are comprised of three primary functions: Meter Ownership, Meter Services (installation, maintenance, and testing), and MDMA services. Each participating DRP DR Service customer must have an interval meter capable of meeting CAISO DR Service requirements being read remotely by {Utility} when acting in its capacity as MDMA.

1. Meter Changes

If a meter change is required to participate in DRP DR Services (i.e. the existing meter is not an appropriate interval meter), and {Utility} is the MSP, the customer and DRP have choices for how to proceed:

- a. The customer may be scheduled to receive an interval meter as part of {Utility} smart meter deployment. In this instance, the customer and DRP can elect to begin DRP DR Services after {Utility} completes its deployment of {Utility} smart meters and is able to provide the required interval data.
- b. If an interval meter with a shorter measurement duration is desired, and such a meter is readily available from [Utility], [Utility] will provide this meter at an additional CPUC-approved fee.

(N)

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ELECTRIC RULE NO. 24
DIRECT PARTICIPATION DEMAND RESPONSE

Sheet 19 (N)
 (N)

F. METERING SERVICES (CONT'D.)

(N)

1. Meter Changes (Cont'd.)

b. (Cont'd.)

- (1) For Bundled Service, CCA Service accounts with a maximum demand of 200 kW or greater for at least one month in the past 12 billing months, [Utility] will provide and install the metering and communication equipment at no cost to the customer.
- (2) For Bundled Service, CCA Service accounts whose maximum billed demand has not exceeded the level specified in item 1 above, the customer can elect one of the following;
 - i. Pay the cost to have {Utility} install an appropriate interval meter that is not a SmartMeter interval meter at the customer's expense pursuant to Electric Rule 2, Special Facilities, or
 - ii. If the {Utility} SmartMeter requirements meet CAISO DR Services metering standards, wait until a {Utility} SmartMeter is installed and remote-read enabled.

- c. For Direct Access and CA service accounts where {Utility} is the Meter Data Management Agent (MDMA), no incremental fees under Rule 24 are required. Metering services shall be provided pursuant to Electric Rule 22.
- d. For Direct Access and CA service accounts where {Utility} is the MSP but not the MDMA, then the customer will be responsible for any and all costs associated with providing acceptable interval data to the DRP, including costs for any additional metering, communication equipment, and fees assessed by the customer's Electric Service Provider (ESP).
- e. {Utility} is not required to install an interval meter and communication equipment or SmartMeter to provide remote read capability if the installation is impractical or not economically feasible
- f. {Utility} shall endeavor to complete the meter change request within fifteen (15) days in the absence of a meter installation backlog or other circumstances beyond {Utility}'s control such as, but not limited to, delays in the installation of a communication line to the meter. {Utility} shall provide notice of any current meter service backlog and estimate its next available installation date. However, if the DRP or the customer is willing to pay a fee to expedite the installation of the meter, {Utility} will endeavor to accommodate the request. The fee shall be consistent with fees adopted by the CPUC.

(N)

(Continued)



ELECTRIC RULE NO. 24
DIRECT PARTICIPATION DEMAND RESPONSE

Sheet 20 (N)
 (N)

F. METERING SERVICES (CONT'D)

(N)

1. Meter Changes (Cont'd)

g. If requested by the customer or the DRP, {Utility} as the MSP will make available a KYZ pulse connection to its meter so as to provide near real-time access to meter data to the DRP and the customer. The charge for the installation will be reasonable and consistent with CPUC-approved fees for similar services, and shall be paid for by either the customer or DRP. The installation shall not interfere with the normal operation of the meter. {Utility} will endeavor to complete the installation of its pulse termination block (also known as the pulse interface box) within 15 days of payment by the non-Utility DRP or customer. Resource and access constraints, or certain emergency conditions, may preclude {Utility} from meeting this timeframe. In these instances, {Utility} shall provide the DRP notice of the next expected available installation date.

2. MDMA Services performed by {Utility}

{Utility} shall perform all MDMA services required for DRP DR Service for Bundled Service customers, Community Choice Aggregation Service customers.. Also, Utility shall perform MDMA services for those Direct Access service customers that have elected {Utility} to be its MDMA. MDMA obligations include but are not limited to the following:

- a. Meters for each of the DRP's customers shall be read and converted into RQMD and transferred to the DRP pursuant to applicable standards
- b. {Utility} shall provide the DRPs (or their designated agents) with reasonable and timely access to meter data as required to allow the proper performance of billing, settlement, scheduling, forecasting and other functions;
- c. The LSE and DRP shall have access to individual customer RQMD via an electronic interface (e.g., MDMA server)
- d. {Utility} will provide RQMD customer data to the DRP in accordance with standards adopted in the DASMMMD, for the DRP's consolidation into SQMD for the CAISO. Such DASMMMD requirements include providing 99% of all usage must be submitted to the DRP within 5 calendar days of the scheduled meter read date. (Subject to Consensus PFM on OP 12)

(N)

(Continued)



ELECTRIC RULE NO. 24
DIRECT PARTICIPATION DEMAND RESPONSE

Sheet 21 (N)
 (N)

F. METERING SERVICES (CONT'D.)

(N)

3. MSP Services performed by {Utility}

When acting as an MSP, {Utility} shall, on a non-discriminatory basis, ensure that the revenue meter equipment is accurate within acceptable limits as specified in {Utility}'s applicable rules, and provide testing as necessary to maintain this standard. [Utility] shall endeavor to fulfill requests for meters with interval durations specified by the DRP and/or its customers consistent with Section F.1.b above.

4. Telemetry

If a telemeter is required or communication facilities for sending telemeter information are required to participate in a DRP's program, the telemetering services and communication must conform to the CAISO's telemetry technical requirements. The DRP is solely responsible for providing a communication solution or telemetry solution subject to CAISO requirements at the expense of the DRP. To the extent that {Utility} has the expertise and technical resources to assist with the required telemetry solution or communication solution, {Utility} will assist the DRP to facilitate the telemetry solution, at the DRP's expense.

5. Charges for Metering Services

The metering services for supporting DRP DR Services may be more extensive than normal metering services. {Utility}, as an MSP, may charge the DRP for metering services only to the extent such charges are authorized by the CPUC.

G. DISCONTINUATION OF SERVICE BY DRP

1. Service Changes at the Individual Customer Level

The DRP may elect to discontinue providing DRP DR Service to its customers, or the customer may elect to un-enroll from the program pursuant to any agreement between the DRP and its customers. Should customer terminate electric service with [Utility], the customer is responsible for terminating its arrangement with the DRP directly. For customers who change their LSE, the DRP is responsible for effectuating necessary changes in the CAISO's DRS.

(N)

(Continued)



ELECTRIC RULE NO. 24
DIRECT PARTICIPATION DEMAND RESPONSE

Sheet 22 (N)
 (N)

G. DISCONTINUATION OF SERVICE BY DRP (CONT'D.)

(N)

2. Service Changes at the CAISO Resource Registration Level

A customer enrolled as part of a Resource Registration at the CAISO may have its DRP DR Service discontinued by its DRP due to the following conditions:

- a. The CPUC terminates or revokes the DRP's registration or its ability to participate in CAISO's DR Services
- b. The CPUC issues an order that otherwise prohibits the DRP from entering into a DRP Service Agreement;
- c. The DRP has materially breached its obligations under the terms and conditions of the DRP Service Agreement;
- d. The DRP exercises its contractual right to terminate the DRP Service Agreement;
- e. The DRP is no longer authorized by the CAISO to provide DR Services.
- f. The CPUC revokes the Utilities' authority to participate in DR Service(s) activities

3. Discontinuation of DRP DR Service by the DRP

- a. The DRP is responsible for notifying the LSE, {Utility}, SC and MDMA, if impacted, when it will discontinue DRP DR Service to the customer.
- b. If the DRP elects to discontinue offering DRP DR Services, the DRP shall also notify the CAISO, CPUC, the LSE of its decision to do so and specify the date(s) on which service will be discontinued. The DRP will effect a termination of its Resource Registration with the CAISO;
- c. If the DRP is no longer able to provide DRP DR Service because its authorization to do so has been terminated or revoked, the DRP shall notify the impacted parties (LSEs, {Utility}, SC, MDMA), and regulatory agencies (CAISO, CPUC) that aren't otherwise involved in the decision of such revocation or termination.
- d. Non-Utility DRPs must notify DRP DR Service participants that they should contact {Utility} to revoke the authorization for the non-Utility DRP to receive their usage data as of the date the DRP DR Service is canceled.
- e. In the event a non-Utility DRP has been authorized to terminate deliveries of a customer's metering data streams upon the customer's un-enrollment in its DRP DR Service program, the non-Utility DRP is required to notify {Utility} to stop transmission of data, consistent with customers instructions to the DRP.

(Subject to Consensus PFM on OP 21)

(N)

(Continued)



ELECTRIC RULE NO. 24
DIRECT PARTICIPATION DEMAND RESPONSE

Sheet 23 (N)
 (N)

H. NON-UTILITY DRP CREDIT REQUIREMENTS REQUIRED BY {Utility}

(N)

1. {Utility} may require the non-Utility DRP enrolling Bundled Service customers to establish and maintain its creditworthiness through evaluations, deposits, or other security in the manner described in Section H.2, to the extent the CPUC approves the ability for {Utility} to levy charges for services rendered as a result of DR activities. That is, the creditworthiness only applies to charges that are billed by {Utility} directly to the non-Utility DRP. The method of determining the amount of credit that a DRP would need to submit in order to initiate services within a utility's service territory shall be equal to two times the estimated or actual monthly CPUC-approved fees for DR Service, as described herein and as verified by [Utility]. The non-Utility DRP will be obliged to provide the CPUC with a separate bond as part of its registration process for Residential and Small Commercial customers.
2. The non-Utility DRP may establish its creditworthiness with {Utility} through any one of the following:
 - a. Credit Evaluation

A non-Utility DRP with a demonstrable current credit rating of Baa2 or higher from Moody's or BBB or higher from Standard and Poor's, or Fitch is deemed to be creditworthy unless the {Utility} determines that a material change in the non-Utility DRP's creditworthiness has occurred. {Utility} requires the non-Utility DRP to complete a credit application including financial information reasonably necessary to establish credit. The creditworthiness evaluation may be conducted by an outside credit analysis agency, determined by the {Utility}, with final credit approval granted by the {Utility}. This evaluation will be completed within ten (10) business days. Credit reports will remain strictly confidential between the credit analysis agency and {Utility}, except to the extent {Utility} is required to disclose to the CPUC or its agents. A credit application processing fee, as approved by the CPUC, may be charged to offset the cost of determining the non-Utility DRP's creditworthiness.

(N)

(Continued)



ELECTRIC RULE NO. 24
DIRECT PARTICIPATION DEMAND RESPONSE

Sheet 24 (N)
 (N)

H. NON-UTILITY DRP CREDIT REQUIREMENTS REQUIRED BY {Utility} (CONT'D.) (N)

2. The non-Utility DRP may establish its creditworthiness with {Utility} through any one of the following (Cont'd.):

b. Security Deposits

The non-Utility DRP may submit and maintain a security deposit in lieu of submitting to or being qualified under a creditworthiness evaluation. The amount of the security deposit required to establish credit will be twice the estimated maximum monthly bill that {Utility} may expect to remit to the non-Utility DRP for participating in one month of Demand Response Activities, where such estimate is based on the last twelve (12) months of historical activity. The initial value of the security deposit will be two times the monthly fees assessed by {Utility} upon the DRP. Security deposits may be in the form of (1) cash deposits, with interest earned at the 3-month Non-Financial commercial paper rate, (2) letters of credit, defined as irrevocable and renewable issued by a major financial institution rated A/A2 by S&P/Moody's, respectively, (3) surety bonds, defined as renewable and issued by a major insurance company rated A/A2/A by S&P/Moody's/A.M. Best, respectively, or (4) guarantees, with guarantors having a credit rating of Baa2 or higher from Moody's or BBB or higher from Standard and Poor's, or Fitch unless {Utility} determines that a material change in the guarantor's creditworthiness has occurred, or, in other cases, through the credit evaluation process described above. Security deposits must be posted with the {Utility} prior to the DRP's participation in DRP DR Service.

(Subject to PFM on OP 28 and 29)

c. Security Deposit Payment Timetable

Non-Utility DRPs are obligated to post security deposits with the {Utility} prior to receiving certain services from {Utility} which help facilitate their DR activities. {Utility} shall provide notice to the non-Utility DRP of the appropriate deposit amount upon receiving a service request from the non-Utility DRP. Such a deposit shall be required at least three (3) days prior to {Utility} providing its services to the non-Utility DRP for DR activities.

d. Interest on Cash Deposit

{Utility} will pay interest on cash deposits as described in its Electric Rule 7.

(N)

(Continued)



ELECTRIC RULE NO. 24
DIRECT PARTICIPATION DEMAND RESPONSE

Sheet 25 (N)
 (N)

H. NON-UTILITY DRP CREDIT REQUIREMENTS REQUIRED BY {Utility} (CONT'D.)

(N)

2. The non-Utility DRP may establish its creditworthiness with {Utility} through any one of the following (Cont'd.):

e. Ongoing Maintenance of Credit

To ensure continued validity of established unsecured credit, the non-Utility DRP shall promptly notify {Utility} of any material change in its credit rating or financial condition. The non-Utility DRP shall also furnish evidence of an acceptable credit rating or financial condition, as set forth above, to {Utility} upon request. In the event {Utility} determines that the non-Utility DRP's, or the non-Utility DRP's guarantor's, creditworthiness has materially changed, as set forth above, and the non-Utility DRP, within 30 days written notice, does not rectify or provide a security deposit commensurate with the change in creditworthiness, then {Utility} shall notify the CAISO that the non-Utility DRP has defaulted on its credit requirements and is no longer eligible to participate as a DRP under {Utility}'s tariffs.

f. Re-establishment of Credit

A non-Utility DRP whose eligibility as a DRP has been terminated, revoked or suspended under this section may reestablish its credit worthiness by the provision of a security deposit, or by any other manner described in this Section H.

I. COMPLIANT AND DISPUTE RESOLUTION PROCESSES

1. Disputes Involving Entities Subject to this Rule

Disputes arising under this Rule or Schedule XX [Fees Schedule] shall be resolved in accordance with the CPUC's complaint procedures, Article 4 of the Commission's Rules of Practice and Procedure. Parties may choose to seek resolution through the Alternate Dispute Resolution Processes available through the Commission. The Commission shall resolve complaints regarding customer account eligibility, whether brought by the DRP, {Utility} or the customer, expeditiously.

(Subject to PFM on OP 31)

(N)

(Continued)



ELECTRIC RULE NO. 24
DIRECT PARTICIPATION DEMAND RESPONSE

Sheet 26 (N)
 (N)

I. COMPLIANT AND DISPUTE RESOLUTION PROCESSES (CONT'D.)

(N)

2. Suspension or Revocation of Non-Utility DRP's Registration at the CPUC

The CPUC's enforcement authority shall include, but is not limited to, suspension or revocation of non-Utility DRP registration, and/or penalties or fines, after appropriate due process considerations. If it is determined by the CPUC's Consumer Affairs Branch (CAB) that a non-Utility DRP's registration should be suspended or revoked, then the non-Utility DRP will be disqualified from participating in DRP DR Services and the CPUC will notify the non-Utility DRP, CAISO, LSE and UDC of its new status. Once notified of the suspension or revocation, the non-Utility DRP will either accept the results or dispute the results through the dispute resolution section found in Section I.4, below. The CAB will provide the non-Utility DRP with any instructions to re-establishment its registration.

3. Appeal of a non-Utility DRP Suspension or Revocation at the CPUC

A non-Utility DRP may appeal in writing to the CAB regarding notification of suspension, revocation, or immediate revocation. To appeal the notification, the disqualified entity must first contact the CAB within thirty (30) days to discuss the issue. If the revoked entity has new information to provide the CAB, then it must be provided to CAB within thirty (30) days. If the revoked entity and the CAB cannot resolve the dispute, then the revoked entity can file a complaint using the CPUC's Formal Complaint process. Information on the formal Complaint process is available through the Public Advisor's Office at the CPUC or on CPUC's website: www.cpuc.ca.gov.

J. ACRONYMS

The following acronyms are used within this Rule 24:

- (BPM) - Business Practice Manual
- (CAB) - CPUC's Consumer Affairs Branch
- (CAISO) - California Independent System Operator
- (CA) - Community Aggregator
- (CCA) - Community Choice Aggregation
- (CISR-DR) - Customer Information Service Request for Demand Response
- (CPUC) - California Public Utilities Commission
- (DA) - Direct Access

(N)

(Continued)



ELECTRIC RULE NO. 24
 DIRECT PARTICIPATION DEMAND RESPONSE

Sheet 27 (N)
 (N)

J. ACRONYMS (CONT'D.)

(N)

- (DASMMMD) - Direct Access Standards for Metering and Meter Data
- (DR) - Demand Response
- (DRP) - Demand Response Provider
- (DRS) - Demand Response System
- (EDI) - Electronic Data Interchange
- (ESP) - Electric Service Provider
- (FERC) - Federal Energy Regulatory Commission
- (LSE) - Load Serving Entity
- (MDMA) - Meter Data Management Agent
- (MSP) - Meter Service Provider
- (Open ADE) - Open Automated Data Exchange
- (RQMD) - Revenue Quality Meter Data
- (SC) - Scheduling Coordinator
- (S-LAP) - Sub Load Aggregation Point
- (SQMD) - Settlement Quality Meter Data
- (UDC) - Utility Distribution Company
- (VEE) - Validated, Edited, and Estimated

(N)

(Continued)



Form CISR-DRP: AUTHORIZATION OR REVOCATION OF AUTHORIZATION TO DISCLOSE CUSTOMER INFORMATION TO A DEMAND RESPONSE PROVIDER UNDER RULE 24

**IMPORTANT INFORMATION FOR CUSTOMERS – BE SURE TO READ FIRST
THIS IS A LEGALLY BINDING CONTRACT – READ IT CAREFULLY**

Under Pacific Gas and Electric Company's (PG&E's) privacy policies, which can be found at [www.pge.com/about/company/privacy/customer], PG&E generally does not sell or disclose personal information about you, such as your name, address, phone number, or electric or gas account and billing information, to third parties unless you expressly authorize us to do so. The purpose of this form is to allow you, the customer, to exercise your right to choose whether to disclose your personal electricity usage data to a Third Party acting as a Demand Response Provider (Third-Party DRP) who is participating in the California Independent System Operator's (CAISO's) wholesale markets subject to PG&E's Rule 24. Once you authorize a third party to access personal information about you, you are responsible for ensuring that the third party safeguards the personal information from further disclosure without your consent.

This form authorizes the specified Third-Party DRP to access your data to provide demand response services under Rule 24. If you intend to authorize the Third-Party DRP or a different third party to receive additional billing records or billing information, and/or to act as your agent for purposes of making changes to your account and services with PG&E, then you must complete the "Authorization To: Receive Customer Information or Act on a Customer's Behalf" Form (Form 79-1095), which can be accessed at PGE.com: www.pge.com/tariffs.

I, _____
NAME TITLE (IF APPLICABLE)

of _____ (Customer) have the following mailing address
NAME OF CUSTOMER RECORD

_____, and do hereby authorize
MAILING ADDRESS CITY STATE ZIP

of _____
NAME OF THIRD PARTY MAILING ADDRESS

CITY STATE ZIP

To access electricity usage data for the listed account(s) indicated below:

ACCOUNTS INCLUDED IN THIS AUTHORIZATION OR REVOCATION (Please check one)

- 1. _____ SERVICE ADDRESS SERVICE ACCOUNT NUMBER
- 2. _____ SERVICE ADDRESS SERVICE ACCOUNT NUMBER
- 3. _____ SERVICE ADDRESS SERVICE ACCOUNT NUMBER

(For more than three accounts, please list additional accounts on a separate sheet and attach it to this form)

If authorization is being revoked, please continue to the section "Customer Revocation of Authorization" for your signature. To grant your authorization, please continue to complete the section below.



I, Customer, further understand that regardless of my election above in this Section D, the data from Sections A, B, and C that I authorize to be transmitted may coincide with the dates of my enrollment in a Third-Party DRP's service such that although I, Customer, may no longer be enrolled in the Third-Party DRP's service, and although I may have submitted revocation of authorization to transmit data, that Third-Party DRP may still receive data that pertains to the period of time during which this authorization was valid. This authorization will assist the Third-Party DRP to settle invoices with the CAISO regarding my service accounts at the time during which they were active in the Third-Party DRP's program.

E. RELEASE OF ACCOUNT INFORMATION:

PG&E will provide the information requested above, to the extent available, via any one of the following methods. The preferred format is (check all that apply):

- Hard copy via US Mail (if applicable): _____
- Facsimile at this telephone number: _____
- Secure email, or electronic format via a secured data transmission platform.

F. OTHER DATA BEING RELEASED:

Additionally, I understand that PG&E will provide other information to the Third Party as appropriate under Rule 24 for the Third Party to use my load to bid into the CAISO market, including without limitation, service account, service voltage, the meter number and type, location of the service account on the CAISO grid (including sub LAP and pNode), and the identity of my meter Data Management Agent, Meter Service Provider, and Load Serving Entity.

G. This agreement at all times shall be subject to such modifications as the California Public Utilities Commission may direct from time to time in the exercise of its jurisdiction.



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Advice Letter No: 4298-E
 Decision No. 12-11-025

Issued by
Brian K. Cherry
 Vice President
 Regulatory Relations

Date Filed October 10, 2013
 Effective _____
 Resolution No. _____



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Attachment 2

Demand Response Provider (DRP) Service Agreement

DEMAND RESPONSE PROVIDER (DRP) SERVICE AGREEMENT

This Demand Response Provider (“DRP”) Service Agreement (“Agreement”) is made and entered into as of this ___ day of ___, by and between “_____” (“DRP”), a _____ organized and existing under the laws of the state of _____, and the Utility, “insert name” (“Utility”), wherein Utility is a corporation organized and existing under the laws of the state of California. From time to time, DRP and Utility shall be individually referred to herein as a “Party” and collectively as the “Parties.”

Section 1: General Description of Agreement

1.1 This Agreement is a legally binding contract. The Parties named in this Agreement are bound by the terms set forth herein and otherwise incorporated herein by reference, and the Parties are also bound to the requirements of Electric Rule 24, which this Agreement is intended, in part, to effectuate. This Agreement and Electric Rule 24 shall govern the business relationship between the Parties hereto by which DRP shall offer Demand Response Provider Demand Response Service (DRP DR Service) in the California Independent System Operator’s (CAISO’s) wholesale electricity market through transactions with retail customers in Utility’s service territory. Each Party, by agreeing to undertake specific activities and responsibilities for or on behalf of customers, acknowledges that each Party shall relieve and discharge the other Party of the responsibility for said activities and responsibilities with respect to those customers, consistent with Rule 24, Section C. Except where explicitly defined herein, the definitions controlling this Agreement are contained in the Utility’s Rule 1, Definitions, and/or Rule 24, Direct Participation Demand Response.

1.2 The form of this Agreement has been developed as part of the California Public Utility Commission’s (CPUC’s or Commission’s) regulatory process, was intended to conform to CPUC directives, was filed with and approved by the CPUC for use between a Utility and a DRP participating in the wholesale market with the Utility’s bundled service customers, and may not be waived, altered, amended or modified, except as provided a) herein or in Rule 24 or b) as may otherwise be authorized by the CPUC. Each party shall be responsible for keeping up-to-date on Commission-authorized changes.

Section 2: Representations

2.1 Each Party agrees to remain in compliance with the terms of this Agreement, Rule 24, as amended from time to time upon CPUC approval, and other applicable Commission rules and requirements regarding use of the Utility’s bundled load to provide demand response in the wholesale electric market.

2.2 Each person executing this Agreement for the respective Parties expressly represents and warrants he or she has authority to bind the entity on whose behalf this Agreement is executed.

2.3 Each Party represents 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.

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

Section 3: Term of Service

The term of this Agreement shall commence on the last date of execution by both Parties hereto (the "Effective Date") and shall terminate on the earlier of (a) the date the DRP informs the Utility it is no longer operating as a DRP for the Utility's customers; (b) upon termination pursuant to Section 5 hereof; (c) the effective date of a new DRP Service Agreement between the Parties hereto, or (d) upon relevant modification of Rule 24. Notwithstanding the Effective Date of this Agreement, the DRP acknowledges it may only offer Demand Response Service to customers effective on or after the CPUC-approved date for commencement of such services by DRPs, and only after it has fulfilled the provisions of Rule 24, Section E.1 and E.3 (CPUC requirements for DRPs enrolling Bundled Service customers).

Section 4: Billing, Metering, Payment, Other Duties

4.1 Metering services that are available to the DRP shall be as described in Utility's Electric Rule 24.

4.2 Utility will bill and the DRP agrees to pay for all services and products provided by Utility, and approved by the CPUC, related to direct participation demand response services in accordance with the terms and conditions set forth in Electric Rule 24 and any fee schedule to be adopted in cost recovery application, hereinafter Schedule X. Any services provided by the DRP to Utility shall be by separate agreement between the Parties and are not a subject of this Agreement.

4.3 Utility, to the extent acting as the Meter Data Management Agent (MDMA), agrees to provide meter data to the DRP, in accordance with Sections D and F of Electric Rule 24. MDMA services, requested by the DRP or its customers, may be provided by Utility subject to a separate agreement or an otherwise applicable tariff.

4.4 DRP may request access from the Utility to customer-specific electric energy usage data subject to obtaining customer authorization and consistent with Commission precedents and orders governing customer data access. Customer data may also be obtained through Data Pulse Equipment installed by the Utility provided the DRP has obtained customer consent for such utilization and provided that acquisition of data and such utilization does not interfere with Utility's metering equipment. DRP will be responsible for installation costs. Upon mutual agreement of the parties, customers may authorize DRP access to data using electronic means. As soon as reasonably practical, electronic authorization of third-party data access should supersede paper forms.

4.5. To the extent a customer indicates on the Form CISR-DRP that it authorizes its DRP to notify the Utility of the customer's un-enrollment from Demand Response Service pursuant to the relevant checkbox on the Form CISR-DRP, the DRP must effectuate the customer's wishes by notifying the Utility immediately so that the Utility can terminate transmission of the specified data to the DRP. The DRP releases, holds harmless and indemnifies the Utility from any liability, claims, demands, causes of action, damages or expenses resulting from any failure to timely notify the Utility of the customer's unenrollment.

4.6. In accordance with Rule 24, Section H, the DRP must establish a security deposit limited to twice the estimated maximum monthly bill for the Utility charges under this Agreement.

Section 5: Events of Default and Remedy for Default

5.1 An Event of Default under this Agreement shall occur if either Party breaches a material term of this Agreement or Utility's Electric Rule 24 and does not cure such breach within thirty (30) calendar days of receipt of written notice from the non-defaulting Party, or within such time as may be provided by this Agreement or Rule 24.

5.2 In the Event of Default, the non-defaulting Party shall be entitled (a) to exercise any and all remedies available under Utility's Electric Rule 24; (b) to the extent not inconsistent with Utility's Electric Rule 24, to exercise any and all remedies provided for by law or in equity; and (c) to terminate this Agreement upon written notice to the other Party which shall be effective upon the receipt thereof.

5.3 Breach by any Party hereto of any provision of Rule 24 shall be governed by applicable provisions therein and each Party will retain all rights granted thereunder.

Section 6: Nondisclosure

6.1 Neither Party may disclose any Confidential Information obtained pursuant to this Agreement to any third party, including affiliates of such Party, without the express prior written consent of the other Party. As used herein, the term "Confidential Information" shall include, but not be limited to, all business, financial, and commercial information pertaining to the Parties, customers of either or both Parties, suppliers for either Party, personnel of either Party, any trade secrets, and other information of a similar nature, whether written or in intangible form that is marked proprietary or confidential with the appropriate owner's name. Without limiting the foregoing, Confidential Information shall also include customer-specific information transmitted by the Utility to the DRP regarding location of customer service accounts on the CAISO grid (Sub-Lap and pNode), service voltage, meter numbers and types, the identity of customers' MDMA, Meter Service Provider and Load Serving Entity, and any Unique Customer Identifier(s) assigned by Utility and entered into CAISO's Demand Response System by a DRP. Confidential Information shall not include information known to either Party prior to obtaining the same from the other Party, information in the public domain, or information obtained by a Party from a third party who did not, directly or indirectly, receive the same from the other Party to this Agreement or from a party who was under an obligation of confidentiality to the other Party to this Agreement, or information developed by either Party independent of any

Confidential Information. The receiving Party shall use the higher of the standard of care that the receiving Party uses to preserve its own confidential information or a reasonable standard of care to prevent unauthorized use or disclosure of such Confidential Information. These obligations with respect to treatment of Confidential Information shall survive this Agreement pursuant to Section 22.8 below. Customers' interval usage data, disclosed by [Utility] subject to customer authorization via Form CISR-DRP, shall not be considered Confidential Information as defined in this Agreement. However, the DRP is subject to Rule 25 [27 for PG&E] as a Covered Entity to the extent that the DRP receives interval usage data for more than ten customers.

6.2 Notwithstanding the foregoing, Confidential Information may be disclosed to any governmental, judicial or regulatory authority requiring such Confidential Information pursuant to any applicable law, regulation, ruling, or order, provided that: (a) such Confidential Information is submitted under any applicable provision, if any, for confidential treatment by such governmental, judicial or regulatory authority; and (b) prior to such disclosure, the other Party is given prompt notice of the disclosure requirement so it may take whatever action it deems appropriate, including intervention in any proceeding and the seeking of any injunction to prohibit such disclosure.

Section 7: Limitation of Liability

Each Party's liability to the other Party for any loss, cost, claim, injury, liability, or expense, including reasonable attorneys' fees, relating to or arising from any act or omission in its performance of this Agreement, shall be limited to the total amount paid or payable to Utility under this Agreement or Schedule X during the six-month period immediately preceding the event giving rise to the claim(s). In no event shall either Party be liable to the other Party for any indirect, special, consequential, or punitive damages of any kind whatsoever, whether in contract, tort or strict liability.

Section 8: Indemnification

8.1 To the fullest extent permitted by law, and subject to the limitations set forth in Section 7 of this Agreement, each Party (the "Indemnifying Party") shall indemnify, defend and hold harmless the other Party, and its current and future direct and indirect parent companies, affiliates, subsidiaries and their shareholders, officers, directors, employees, contractors agents, servants, successors and assigns (collectively, the "Indemnified Party") from and against any and all third-party claims and/or liabilities for losses, expenses, damage to property, injury to or death of any person, including reasonable expenses, legal and otherwise, which shall include reasonable attorneys' fees ("Claims"), to the extent arising from negligent or willful act or omission by the Indemnifying Party in the performance of this Agreement, except to the extent arising from any negligent or willful act or omission of the Indemnified Party. This Section 8 represents the Indemnifying Parties' entire obligation and the Indemnified Party's exclusive remedy regarding any third party claims.

8.2 If any claim covered by Section 8.1 is brought against the Indemnified Party, then the Indemnifying Party shall be entitled to assume the defense of such claim. If a conflict precludes the Indemnifying Party from assuming the defense, then the Indemnifying Party shall reimburse

the Indemnified Party on a monthly basis for the Indemnified Party's defense through separate counsel of the Indemnified Party's choice. Even if the Indemnifying Party assumes the defense of the Indemnified Party, the Indemnified Party, at its sole option, may participate in the defense, at its own expense, with counsel of its own choice without relieving the Indemnifying Party of any of its obligations hereunder. In no event shall either Party be liable to the other Party for any indirect, special, consequential, or punitive damages of any kind whatsoever, whether in contract, tort or strict liability.

8.3 The Indemnifying Party's obligation to indemnify under this Section 8 shall survive termination or assignment (from the period of time prior to the assignment) of this Agreement, and shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Indemnifying Party under any statutory scheme, including, without limitation, under any Worker's Compensation Acts, Disability Benefit Acts or other Employee Benefit Acts.

Section 9: Assignment and Delegation

9.1 Neither Party to this Agreement shall assign any of its rights or obligations under this Agreement, except with the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. No assignment of this Agreement shall relieve the assigning Party of any of its obligations under this Agreement until such obligations have been assumed by the assignee. When duly assigned in accordance with the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the assignee and the assignor shall be relieved of its rights and obligations. Any assignment in violation of this Section 9 shall be void *ab initio*.

9.2 Notwithstanding the provisions of this Section 9, either Party may subcontract its duties under this Agreement to a subcontractor, provided that the subcontracting Party shall remain fully responsible as a principal and not as a guarantor for performance of any subcontracted duties, shall serve as the point of contact between its subcontractor and the other Party, and shall provide the other Party at least thirty (30) calendar days' prior written notice of any such subcontracting, which notice shall include such information about the subcontractor as the other Party shall reasonably require, and provided further that each Party may subcontract its obligation to provide Metering or Meter Reading Services under this Agreement only to subcontractors who have complied with all certification or registration requirements described in applicable law, CPUC rules and Utility's Electric Rule 24. If either Party subcontracts any of its duties hereunder, it shall cause its subcontractors to perform in a manner which is in conformity with that Party's obligations under this Agreement.

Section 10: Independent Contractors

Each Party shall perform its obligations under this Agreement (including any obligations performed by a Party's designees as permitted under Section 9 of this Agreement) as an independent contractor.

Section 11: Entire Agreement

This Agreement consists of, in its entirety, this Demand Response Provider Service Agreement and all attachments hereto, and all Demand Response Service Requests submitted pursuant to this Agreement and Utility's Electric Rule 24. This Agreement supersedes all other service agreements or understandings, written or oral, between the Parties related to the subject matter hereof with the exception of Rule 24, the terms of which are incorporated herein, and Schedule X, which shall be read in conjunction with this Agreement.

Section 12: Enforceability

If any provision of this Agreement or the application thereof, is to any extent held invalid or unenforceable, the remainder of this Agreement and the application thereof, other than those provisions which have been held invalid or unenforceable, shall not be affected and shall continue in full force and effect and shall be enforceable to the fullest extent permitted by law or in equity.

Section 13: Notices

13.1 Except as otherwise provided in this Agreement, any notices under this Agreement shall be in writing and shall be effective upon delivery if delivered by (a) hand; (b) email; (c) U.S. Mail, first class postage pre-paid, or (d) facsimile, with confirmation of receipt to the Parties as follows:

If the notice is to the DRP:

Company Name Contact Name:

Business Address:

E-mail address:

Facsimile:

If the notice is to the LSE:

Contact Name:

Business Address:

E-mail address

Facsimile:

13.2 Each Party shall be entitled to specify as its proper address any other address in the United States upon written notice to the other Party.

13.3 Each Party shall designate in Attachment A the person(s) to be contacted with respect to specific operational matters relating to Demand Response Service. Each Party shall be entitled to specify any change to such person(s) upon written notice to the other Party.

Section 14: Time of Essence

The Parties expressly agree that time is of the essence for all portions of this Agreement.

Section 15: Dispute Resolution

15.1 Should Utility and DRP have an unresolved dispute under this Agreement, the dispute shall initially be referred to a Vice President of [Utility], or his/her designee, and an officer of DRP, or designee, for resolution. Should the dispute remain unresolved after good faith informal dispute resolution, the Parties shall proceed under the Dispute Resolution outlined in Section I of Utility's Electric Rule 24.

15.2 If the dispute involves a request for damages, Parties are notified that the Commission has no authority to award damages. To resolve such issues, the Parties may mutually agree to pursue mediation or arbitration to resolve such issues, or, if no agreement is reached, to pursue other legal remedies that may be available to the Parties with the understanding that nothing in this section vitiates the effect of Sections 7 and 8 *supra*.

Section 16: Applicable Law and Venue

This Agreement shall be interpreted, governed by and construed in accordance with the laws of the State of California, and shall exclude any choice of law rules that direct the application of the laws of another jurisdiction, irrespective of the place of execution or of the order in which the signatures of the parties are affixed or of the place or places of performance. Except for matters and disputes with respect to which the CPUC is the initial proper venue for dispute resolution pursuant to applicable law or this Agreement, the federal and state courts located in _____ County, California shall constitute the sole proper venue for resolution of any matter or dispute hereunder, and the Parties submit to the exclusive jurisdiction of such courts with respect to such matters and disputes.

Section 17: Force Majeure

Neither Party shall be liable for any delay or failure in the performance of any part of this Agreement (other than obligations to pay money) due to any event of force majeure or other cause beyond its reasonable control, including but not limited to, unusually severe weather, flood, fire, lightning, epidemic, quarantine restriction, war, sabotage, act of a public enemy, earthquake, insurrection, riot, civil disturbance, strike, work stoppage caused by jurisdictional and similar disputes, restraint by court order or public authority, or action or non-action by or inability to obtain authorization or approval from any governmental authority, or any combination of these causes ("Force Majeure Event"), which by the exercise of due diligence and foresight such Party could not reasonably have been expected to avoid and which by the exercise of due diligence is unable to overcome. It is agreed that upon receipt of notice from the affected Party about such Force Majeure Event to the other Party within a reasonable time after the cause relied on, then the obligations of the Party, so far as they are affected by the event of force majeure, shall be suspended during the continuation of such inability and circumstance and shall, so far as possible, be remedied with all reasonable dispatch. Both Parties shall take all reasonable steps to comply with this Agreement and Utility's Electric Rule 24 despite occurrence of a Force Majeure Event.

Section 18: Not a Joint Venture

Unless specifically stated in this Agreement to be otherwise, the duties, obligations, and liabilities of the Parties are intended to be several and not joint or collective. Nothing contained in this Agreement shall ever be construed to create an association, trust, partnership or joint venture or to impose a trust or partnership duty, obligation, or liability on or with regard to either Party. Each Party shall be liable individually and severally for its own obligations under this Agreement.

Section 19: Conflicts Between this Agreement and Utility's Electric Rule 24

Should a conflict exist or develop between the provisions of this Agreement and Utility's Electric Rule 24, Rule 24 shall prevail.

Section 20: Amendments or Modifications

20.1 Except as provided in Section 1.2, no amendments or modifications shall be made to this Agreement, in whole or in part, except by an instrument in writing executed by authorized representatives of the Parties to the extent they are consistent with Commission approval, and no amendment or modification shall be made by course of performance, course of dealing or usage of trade. Substantive changes to the terms of this Agreement shall be first approved by the Commission.

20.2 This Agreement may be subject to such changes or modifications as the CPUC may from time to time direct or necessitate in the exercise of its jurisdiction, and the Parties may amend the Agreement to conform to changes directed or necessitated by the CPUC. In the event the Parties are unable to agree on the required changes or modifications to this Agreement, their dispute shall be resolved in accordance with the provisions of Section 15 hereof or, in the alternative, DRP may elect to terminate this Agreement upon written notice to Utility, which shall be effective upon the receipt thereof. Utility retains the right to unilaterally file with the CPUC, pursuant to the CPUC's rules and regulations, an application for a change in Utility's rates, charges, classification, service, or rules, or any agreement relating thereto.

Section 21: Audits

21.1 When the DRP reasonably believes that errors related to billing and metering activity may have occurred and the Utility is the MDMA for the customer(s), the DRP may request the production of such documents as may be required to verify the accuracy of such billing and metering, provided that requisite customer consent has been obtained by the DRP. Such documents shall be provided within ten (10) business days of such request. In the event the requesting Party, upon review of such documents, discovers actual errors related to metering activity, the requesting Party may direct that an audit be conducted. The Utility and the DRP shall designate their own employee representative or their contracted representative to audit the other party's records subject to confidentiality requirements.

21.2 Any such audit shall be undertaken by the Utility, the DRP, or their contracted representative at reasonable times without interference with the audited Party's business operations, and in compliance with the audited Party's security procedures. Utility and the DRP agree to cooperate fully with any such audit.

21.3 Specific records to support the accuracy of meter data provided in the settlement process may require examination of metering support documentation maintained by subcontractors. Each of the Utility and the DRP shall include a similar clause in their agreements with their subcontractors reserving the right to designate their own employee representative, or their contracted representative to audit records related to the settlement process for Demand Response Service.

21.4 The auditing Party will notify the audited Party in writing of any exception taken as a result of an audit. The audited Party shall refund the amount of any undisputed exception to the auditing Party within thirty (30) days. If the audited Party fails to make such payment, the audited Party agrees to pay interest, accruing monthly, at a rate equal to the prime rate plus two percent (2%) of Bank of America NT&SA, San Francisco, or any successor institution, in effect from time to time, but not to exceed the maximum contract rate permitted by the applicable usury laws of the State of California. Interest will be computed from the date of written notification of exceptions to the date the audited Party reimburses the auditing Party for any exception. The cost of such audit shall be paid by the auditing Party; provided, however, that in the event an audit verifies overcharges of five percent (5%) or more, then the audited Party shall reimburse the auditing Party for the cost of the audit.

21.5 This right to audit shall extend for a period of three (3) years following the date of final payment under this Agreement. Each party and each subcontractor shall retain all necessary records and documentation for the entire length of this audit period.

Section 22: Miscellaneous

22.1 Unless otherwise stated in this Agreement: (a) any reference in this Agreement to a section, subsection, attachment or similar term refers to the provisions of this Agreement; (b) a reference to a section includes that section and all its subsections; and (c) the words "include," "includes," and "including" when used in this Agreement shall be deemed in each case to be followed by the words "without limitation." The Parties agree that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation of this Agreement.

22.2 The provisions of this Agreement are for the benefit of the Parties and not for any other person or third party beneficiary. The provisions of this Agreement shall not impart rights enforceable by any person, firm, or organization other than a Party or a successor or assignee of a Party to this Agreement.

22.3 The descriptive headings of the various sections of this Agreement have been inserted for convenience of reference only and shall in no way define, modify or restrict any of the terms and provisions thereof.

22.4 Any waiver at any time by either Party of its rights with respect to a default under this Agreement, or with respect to any other matter arising in connection with this Agreement, shall not be deemed a waiver with respect to any other or subsequent default or matter and no waiver shall be considered effective unless in writing signed by the waiving Party.

22.5 Each Party shall be responsible for paying its own attorneys' fees and other costs associated with this Agreement, except as provided in Sections 7 and 8 hereof.

22.6 To the extent that the CPUC has a right under then-current law to audit either Party's compliance with this Agreement or other legal or regulatory requirements pertaining to Demand Response Service, that Party shall cooperate with such audits. Nothing in this Section shall be construed as an admission by either Party with respect to the right of the CPUC to conduct such audits or the scope thereof.

22.7 Except as may be provided or limited by this Agreement, the obligations which by their nature are intended to survive termination of this Agreement, including representations, warranties, covenants and rights and obligations with respect to indemnification, payment, settlement, and confidentiality, shall so survive.

22.8 Except as otherwise provided in this Agreement, all rights of termination, cancellation or other remedies in this Agreement are cumulative. Use of any remedy shall not preclude any other remedy in this Agreement.

The Parties have executed this Agreement on the dates indicated below, to be effective upon the later date.

ATTACHMENT A

Metering and Meter Reading Services

[Signature Blocks + Attachment A]

A. Contact Persons (Section 13.3):

1. Metering and Meter Reading Services

LSE Contact:

Email Address: _____

DRP Contact:

Email Address: _____

MDMA Contact:

Email Address: _____

B. Parties' Representatives (Section 15.1):

LSE Representative: _____

Contact Name: _____

Business Address: _____

Phone Number: _____

Email Address: _____

DRP Representative: _____

Contact Name: _____

Business Address: _____

Phone Number: _____

Email Address: _____

Attachment 3

Demand Response Service Provider Registration Application Form

DEMAND RESPONSE SERVICE PROVIDER REGISTRATION APPLICATION FORM

Per Decision 12-11-025, the following registration form is required of all providers of demand response service to bundled service customers. All Demand Response Providers (DRPs) must complete the entire form, Sections 1-XX. DRPs serving either Residential customers, or Non-Residential customers with peak demand less than 20 kW ("Small Customers") must complete this entire form and post bond.

*****PLEASE PRINT OR TYPE*****

DRP No. _____

1. Exact Legal Name of Registrant:

If registrant is conducting business in California under a fictitious business name, list all the names under which the registrant is doing business as (DBA) in California, and the date and county in which the fictitious business name statement was filed (Attach additional page if necessary). For each DBA, provide a copy of the proof of publication of the fictitious business name, or a copy of the certified fictitious business name statement. (See Business & Professions Code Sections 17910, 17917, 17926)

DBA	Date	County
DBA	Date	County
DBA	Date	County

2. Current Address:

_____ Address _____

_____ City _____ State _____ Zip Code _____

3. Current Telephone Number: _____

4. Type of Ownership:

- Individual
 Partnership
 Corporation
 Limited Liability Company
 Government Entity
 Other

Complete and mail this application along with \$100.00 certified check (to: State of California Public Utilities Commission Energy Division - DRP Registration 505 Van Ness Avenue San Francisco, CA 94102)

INCOMPLETE APPLICATIONS CANNOT BE PROCESSED

FOR CPUC USE ONLY

Application Processed

By: _____

Date: _____

5. If a non-California corporation, limited liability company, or limited partnership, attach a copy of the certificate from the California Secretary of State permitting the entity to transact business in California. (See Corporations Code Sections 2105, 15692, 17451)

6. a. If registrant is a corporation, the state in which the registrant is incorporated and

Date of Incorporation: _____ State of Incorporation: _____
(Date) (State)

b. List names and titles of corporate officers. (Attach additional page if necessary)

7. If registrant has listed type of ownership as "government entity" provide a brief description of the government entity, and list the names and titles of the personnel responsible for managing the sale of electricity to residential and small commercial customers. (Attach additional page if necessary)

8. The street address and telephone number of the registrant's principal place of business, if *DIFFERENT* from current address and telephone number listed in line numbers 2 and 3:

Street Address

City State Zip Code

Telephone Number

9. Estimated number of Residential and Small Commercial Customers that you plan to serve.

10. Before you can apply to register as a demand response provider (DRP), you are required to execute a service agreement with each utility distribution company (UDC) in whose service territory you plan to do business. State the name of each Utility for which you have a signed a DRP Service Agreement. Attach to this form an executed copy of each DRP Service Agreement.

Name of Utility(s):

11. The name, title, address and telephone number of the person to whom correspondence or communication regarding customer complaints or inquiries are to be addressed.

Name		Title
Address		
City	State	Zip Code
Telephone Number	FAX Number (If available)	E-Mail Address (If available)

**12. Name and Address of Agent for Service of Process:
(Must Be Located In California - See Corporations Code Sections 1505, 15800, 17057, 17060)**

Name: _____

Street Address: _____

City and State: _____ Zip Code: _____

13. Disclosures

a. Has the registrant, or any of the general partners, or corporate officers or directors, or limited liability company members, managers, and officers, ever been convicted of any felony?

No Yes If yes, please explain on additional page.

b. Within the last ten years, have any of these persons had any civil, criminal, or regulatory sanctions imposed against them pursuant to any state or federal consumer protection law or regulation?

No Yes If yes, please explain on additional page.

NOTICE

Each DRP registered with the California Public Utilities Commission (CPUC) should be familiar with all the laws and decisions pertaining to the offering of demand response services to customers in California. This notice mentions some of the provisions that the DRP must abide by.

For DRPs serving residential and small commercial customers, to be issued a DRP Registration number, you are required to provide the CPUC with a cash (cashier's check) security deposit in the minimum amount specified by the CPUC's DRP Bond Formula contained in Electric Rule 24 or post a performance bond in favor of the CPUC in that amount. This deposit must be received by the CPUC before your DRP registration will be considered complete. The deposit or financial guarantee bond shall be delivered to the Energy Division address listed on the first page of this form. In the alternative, the DRP may elect to open a customer trust account in a format approved by the CPUC's General Counsel. Pending such an approval, the DRP must post the cash deposit or the performance bond. This deposit requirement is subject to change.

Prior to signing up and initiating demand response service on behalf of any residential or Small Commercial Customer, each registered DRP serving such customers is required to provide the potential customer with a written notice that describes the price, terms, and conditions of service. The notice shall include all of the elements set forth in the CPUC's direct participation consumer protection decision, D.11-xx-xxx.

Any material change in the information required by this form shall be provided to the CPUC within 60 days, except for any change in the DRP's telephone number or address, which shall be reported within five days of such a change.

Submit the original signed form together with all required documents, and three additional copies.

DECLARATION

If this registration form is verified outside of California, the verification must be made by an affidavit sworn or affirmed before a notary public.)

I, (print name and title) _____ hereby certify that I am empowered to act on behalf of _____ (registrant's name) and to make this application on its behalf. I declare under the penalty of perjury under the laws of the State of California that I have read the above notice, that the above statements and information submitted in connection with this application are true and correct, and that any documents furnished in connection with this application are true and correct copies.

Dated this _____, at _____
(Date) (Place of Execution)

Signature: _____

Attachment 4

**CUSTOMER NOTIFICATION FORM LETTER
FOR NON-UTILITY DEMAND RESPONSE PROVIDERS SERVING
RESIDENTIAL AND SMALL COMMERCIAL CUSTOMERS**

ELECTRIC RULE NO. 24
DIRECT PARTICIPATION DEMAND RESPONSE

**CUSTOMER NOTIFICATION FORM LETTER
FOR NON-UTILITY DEMAND RESPONSE PROVIDERS SERVING
RESIDENTIAL AND SMALL COMMERCIAL CUSTOMERS**

[*Date*]

Dear Customer,

[*DRP Name*] sends this letter by the order of the California Public Utilities Commission (“Commission” or “CPUC”) to all residential and small commercial customers¹ who have expressed interest in enrolling in Demand Response (“DR”) Services with a non-utility DR Provider (DRP). You have the right to choose to enroll in DR Service(s) with a non-utility DRP. This is only a summary and may not fully convey the terms and conditions of your contract.

SUMMARY OF YOUR DR SERVICE CONTRACT

Terms and Conditions

Incentive payment(s)	<i>Insert whether the payment is fixed, e.g., \$/customer/yr. or mo. or \$/kW/yr. or mo., and/or variable, e.g., energy payments, etc.</i>
Response to a DR Event	<i>Insert what is required of the customer; indicate whether the response is mandatory or voluntary; indicate the minimum duration of the event if applicable.</i>
Event Notification	<i>Insert the time in advance for customer to be notified about an event, e.g., real time, 5, or 30 min. etc.</i>
Event Criteria	<i>Insert the list of criteria for which an event will be triggered.</i>
Event Period	<i>Insert the season and monthly/weekly/daily hours that an event will be triggered.</i>
Number of Events	<i>Insert the limit or estimated number of events/month/week/day if applicable including ‘unlimited.’</i>
Term(s) of DR Service	<i>Insert the start and end dates of the enrollment.</i>
Installed Equipment	<i>Insert what equipment is needed at the customer’s site and the costs to the customer if any.</i>
Meter Data Access	<i>Insert what and how the DRP will access customer usage and other account data.</i>
Penalties for non-performance	<i>Insert if there are any penalties for non-performance and describe how the penalties will be calculated.</i>
Your right to cancel	<i>Insert the grace period in which the customer can cancel the enrollment without any charges or penalties.</i>

¹ D.12-11-025, Ordering Paragraph 17.

ELECTRIC RULE NO. 24
DIRECT PARTICIPATION DEMAND RESPONSE

Estimated Incentive Payments	<i>Provide the estimated incentive payments based on the customers' load and the terms and conditions on an annual basis or the total if the enrollment is less than a year.</i>
Additional Information	<i>Insert additional details describing the terms and conditions.</i>

Attached please find additional customer information and a summary of CPUC rules on DR Services.

Sincerely yours,

[DRP Signature block]

/s/ _____

PUBLIC UTILITIES COMMISSION

505 VAN NESS AVENUE

SAN FRANCISCO, CA 94102-3298



ELECTRIC RULE NO. 24
DIRECT PARTICIPATION DEMAND RESPONSE

IMPORTANT CUSTOMER INFORMATION



The DR Provider’s (DRP’s) letter provides only a summary of the terms and conditions. If you want more detail about the costs, terms, and conditions of your DR Service, read the complete terms and conditions in your contract with the non-utility DRP or by calling your DRP representative. Please read the DRP letter and the following information carefully prior to the commencement of DR service.

SUMMARY OF CPUC RULES ON DR SERVICES

The California Public Utilities Commission (“CPUC” or “Commission”) adopted a set of rules, called Rule 24, applicable to all DRPs providing DR Services to utilities’ Bundled Service customers, which can be found in your utility’s website.² The following are some important highlights of Rule 24, and other applicable CPUC regulations:

DRP Registration

All non-utility DRPs must have a valid registration with the Commission and the California Independent System Operator (CAISO) prior to providing DR Service(s). Customers should confirm non-utility DRPs are properly registered and listed on the CPUC website, when considering the DR Services.³

Enrollment with Multiple DRPs or Utility DR Programs

The CPUC prohibits customer account registration with multiple DRPs at the CAISO for the same period or in DR Service with a non-utility DRP while simultaneously participating in a utility DR program.⁴ You need to notify your DRP to dis-enroll you from your current DR Service or program prior to enrolling with another DRP for the same period.

By enrolling in a DR Service with a non-utility DRP, you understand that you must dis-enroll from a utility demand response program and will not be eligible to participate in that utility program or to receive certain protections associated with that program, such as bill protection, until you dis-enroll from DR Service with the non-utility DRP.

² [Insert website link to Rule 24 Tariff of appropriate IOU here OR link all three IOU Rule 24 Tariff]

³ You may find registered non-utility DRPs on the CPUC website at: [Insert link to CPUC registration website]

⁴ Please check with your utility or its website for a complete list of the utility DR programs.

ELECTRIC RULE NO. 24
DIRECT PARTICIPATION DEMAND RESPONSE

Meter Data Access

All non-utility DRPs must obtain customer approval in order to access your electric usage data and other personal information regarding your service account. Consent is provided through your utility's Customer Information Service (CISR-DRP) form, or other electronic means, if available. You may obtain the CISR-DRP form from your utility or non-utility DRP. The CISR-DRP form also allows you to revoke, at any time, any previously granted authorization, subject to any early termination provisions specified in your contract.

The CISR-DRP form provides you with options to authorize your DRP to access your data, including for a specified period of time or indefinitely, until revoked by you. Your DRP may also act as your agent to *automatically* revoke data transmittal on your behalf upon disenrollment from DR Service.

When discontinuing DR Service with your DRP, it will be YOUR responsibility to REVOKE authorization to STOP the transmittal of your energy usage data and other previously authorized personal information from your utility to the DRP.

Customer Privacy

Once you authorize disclosure of your energy usage data and other personal information to a non-utility DRP, the non-utility DRP is required to maintain the privacy and security of that data, subject to the Commission's privacy policies, your utility is not. The Commission's privacy policies can be found online at [*CPUC website or Privacy Tariff*] or by contacting your DRP.

Complaint Procedures

You have the option to file a complaint or action at the appropriate business court or agency. You may also file a formal complaint, informal complaint, or seek alternate dispute resolution (ADR) at the Commission regarding your DR Services. [CPUC Website(s)]

Informal Complaint:

Send a written complaint to:
Consumer Affairs Branch
California Public Utilities Commission
505 Van Ness Avenue
San Francisco, CA 94102

OR

Submit a written complaint online at: www.cpuc.ca.gov/CAB

OR

Call 800-649-7570 (toll free) or 415-703-4973
TDD for speech and hearing impaired call 800-229-6846 (statewide).
Public telephone hours are between 8:30 a.m. and 4:30 p.m.

ELECTRIC RULE NO. 24
DIRECT PARTICIPATION DEMAND RESPONSE

Formal Complaint:

Through the Formal Complaint procedure, the Commission can order the DRP to take corrective action, including reimbursements for non-payment of performance. It is important to note, however, that the Commission is not allowed to award damages for such things as personal injury, property damage, emotional distress, or loss of wages or profits. To request compensation for damages, the customer must file a claim in a civil court.

Privacy Notice

Whether or not your Formal Complaint is filed in paper form or electronically, Formal Complaints filed with the Commission become a public record and may be posted on the CPUC's website. Therefore, any information you provide in the Formal Complaint, including, but not limited to, your name, address, city, state, zip code, telephone number, email address and the facts of your case may be available on-line for later public viewing.

A formal complaint must be filed at the Commission.⁵ **If you need help with or have any questions about filing your formal complaint, contact CPUC's Public Advisor's Office.**

The Public Advisor-CPUC
505 Van Ness Avenue
San Francisco, CA 94102
866-849-8390 (toll free)
415-703-2074
public.advisor@cpuc.ca.gov
www.cpuc.ca.gov/PUC/aboutus/Divisions/CSID/Public+Advisor/

Alternative Dispute Resolution Program (ADR)

ADR commonly describes processes, such as facilitation, negotiation, mediation, and early neutral evaluation to help disputants resolve a conflict without a formal decision by a court or agency. When successful, ADR may achieve results that a court or agency could not order, give the parties more ownership in the result, and reduce litigation and agency costs.

The Administrative Law Judge (ALJ) Division administers the ADR program and trained, experienced ALJs serve as neutrals in the program.

ADR can occur at any time during a formal proceeding. The early use of ADR saves parties time and money and avoids unnecessary escalation of a dispute. On occasion, ADR may be available to help resolve disputes that are still informal and have yet to be filed as formal complaints. Most ADR sessions are completed in ½ to 2 days. Some ADR sessions continue over several weeks, with the parties meeting for a day or two at a time.

ELECTRIC RULE NO. 24
DIRECT PARTICIPATION DEMAND RESPONSE

For additional information visit: www.cpuc.ca.gov/PUC/ADR/.

USEFUL WEBSITES & CONTACT INFORMATION

California Public Utilities Commission

505 Van Ness Avenue
San Francisco, CA 94102
800-848-5580 (toll free)
www.cpuc.ca.gov

[Insert specific Rule 24 website info and Energy Division contact information]

[Utility]

[Insert the utility's contact information]

[Insert specific Rule 24 tariff website]

[DRP]

[Insert DRP contact information for customer service or representative]

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

1st Light Energy	Douglass & Liddell	OnGrid Solar
AT&T	Downey & Brand	Pacific Gas and Electric Company
Alcantar & Kahl LLP	Ellison Schneider & Harris LLP	Praxair
Anderson & Poole	G. A. Krause & Assoc.	Regulatory & Cogeneration Service, Inc.
BART	GenOn Energy Inc.	SCD Energy Solutions
Barkovich & Yap, Inc.	GenOn Energy, Inc.	SCE
Bartle Wells Associates	Goodin, MacBride, Squeri, Schlotz & Ritchie	SDG&E and SoCalGas
Braun Blasing McLaughlin, P.C.	Green Power Institute	SPURR
CENERGY POWER	Hanna & Morton	San Francisco Public Utilities Commission
California Cotton Ginners & Growers Assn	In House Energy	Seattle City Light
California Energy Commission	International Power Technology	Sempra Utilities
California Public Utilities Commission	Intestate Gas Services, Inc.	SoCalGas
California State Association of Counties	Kelly Group	Southern California Edison Company
Calpine	Linde	Spark Energy
Casner, Steve	Los Angeles Dept of Water & Power	Sun Light & Power
Center for Biological Diversity	MAC Lighting Consulting	Sunshine Design
City of Palo Alto	MRW & Associates	Tecogen, Inc.
City of San Jose	Manatt Phelps Phillips	Tiger Natural Gas, Inc.
Clean Power	Marin Energy Authority	TransCanada
Coast Economic Consulting	McKenna Long & Aldridge LLP	Utility Cost Management
Commercial Energy	McKenzie & Associates	Utility Power Solutions
County of Tehama - Department of Public Works	Modesto Irrigation District	Utility Specialists
Crossborder Energy	Morgan Stanley	Verizon
Davis Wright Tremaine LLP	NLine Energy, Inc.	Water and Energy Consulting
Day Carter Murphy	NRG Solar	Wellhead Electric Company
Defense Energy Support Center	Nexant, Inc.	Western Manufactured Housing Communities Association (WMA)
Dept of General Services	North America Power Partners	
Division of Ratepayer Advocates	Occidental Energy Marketing, Inc.	