

PUBLIC UTILITIES COMMISSION

505 VAN NESS AVENUE  
SAN FRANCISCO, CA 94102-3298



July 27, 2010

**Advice Letter 3560-E-B**

Jane K. Yura  
Vice President, Regulation and Rates  
Pacific Gas and Electric Company  
77 Beale Street, Mail Code B10B  
P.O. Box 770000  
San Francisco, CA 94177

**Subject: Supplement – Revision to Multiple Participation Rules for  
Demand Response Electric Rate Schedules in Compliance  
with D.09-08-027**

Dear Ms. Yura:

Advice Letter 3560-E-B is effective May 1, 2010.

Sincerely,

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

Julie A. Fitch, Director  
Energy Division



**Jane K. Yura**  
Vice President  
Regulation and Rates

Pacific Gas and Electric Company  
77 Beale St., Mail Code B10B  
P.O. Box 770000  
San Francisco, CA 94177

Fax: 415-973-6520

June 24, 2010

**Advice 3560-E-B**

(Pacific Gas and Electric Company ID U 39 E)

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

Public Utilities Commission of the State of California

Pacific Gas and Electric Company (PG&E), submits this revision to supplementary Advice Letter 3560-E-A, dated April 2, 2010, in which PG&E proposed revisions to various demand response (DR) electric rate schedules to comply with D.09-08-027. PG&E resubmits this advice letter to replace Advice 3560-E-A, at the request of the California Public Utilities Commission's (Commission) Energy Division. This supplementary advice letter incorporates an agreement reached with certain third-party aggregators to modify PG&E's Capacity Bidding Program to facilitate dual participation with other demand response programs by May 2011. Given that the three investor-owned utilities have jointly hired APX to upgrade the existing CBP customer interface to facilitate dual participation, the changes to CBP can be accomplished earlier than PG&E had anticipated. The affected electric rate schedule sheets are included as Attachment 1.

**Purpose and Background**

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

In the Decision, the Commission adopted specific policies and guidelines for multiple participation, but the Commission also notes on page 158, "If necessary, the rules established here can be reassessed as programs develop and utilities gain experience with new programs and program interactions."

In compliance with the Decision, PG&E proposes revisions to the language in PG&E's DR rate schedules E-BIP - Base Interruptible Program, E-DBP - Demand Bidding Program, E-SLRP - Scheduled Load Reduction Program, E-OBMC - Optional Binding Mandatory Curtailment program, E-CBP - Capacity Bidding Program, E-CPP Critical Peak Pricing Program, E-

PEAKCHOICE – PeakChoice, and standard Form 79-966 – Agreement for Schedule E-OBMC.

In PG&E's 2009 Rate Design Window (RDW), Application 09-02-022, the issue of Peak Day Pricing ("PDP") and its participation with other DR programs was raised and litigated. In D.10-02-032 the Commission directed PG&E to allow customers simultaneously to participate in both the PDP and day-of dispatchable demand response programs to conform to the Commission's rules for dual participation established in D.09-08-027. Therefore, PG&E proposes to also apply the same multiple participation options to PDP as are proposed for E-CPP below. Decision 10-02-032 authorizes PG&E to implement PDP without making revisions that would prevent double payment. Any potential dual payment issues or rate design issues will be addressed in a subsequent proceeding or rate design window after experience is gained.

In AL 3650-E, PG&E proposed the rules for multiple program participation with PDP become effective May 1, 2010 *or the earliest time feasible*. However, now that PG&E has received D.10-02-032, it has become evident that it is infeasible for PG&E to implement the PDP multiple program participation rules in advance of Summer 2010 because of required information technology (IT) modifications. The eligibility rules for multiple PG&E billing and enrollment systems need to be changed to include for optional enrollment criteria, with the ability for PDP to be an acceptable combination with AMP (day-of), BIP, and OBMC. It is not a simple "yes" or "no" flag that must be indicated, as the systems must be able to determine the specific DR program in which a customer is enrolled. Given the IT work needed to make other changes required to implement Commission decisions, PG&E requests a delay in implementing the PDP multiple participation rules until May 2011.

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

- PG&E will educate existing DR customers about the availability of multiple program participation with PDP.
- Customers transitioned from CPP to PDP will be informed of the dual participation opportunities that will be available to them.
- The DBP customers will be informed that dual participation in DBP and PDP is not available but that DBP customers can dual participate in AMP (day-of), CBP (day-of)<sup>1</sup> or continue dual-participating in BIP if they wish.<sup>2</sup>
- OBMC program participants will be notified of their eligibility for dual participation in AMP (day-ahead) and DBP, and their ineligibility for dual participation in AMP (day-of), CBP, PeakChoice, or BIP. OBMC customers will also be informed that in the future they will be eligible to join PDP.
- AMP (day-of) and CBP (day-of) participants will be informed of the opportunity to participate in PDP or DBP.

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<sup>1</sup> DBP and CBP (day-of) dual participation will be available by May 2011.

<sup>2</sup> The communication will include information on the BIP enrollment limits and will make the customers aware of a waiting list.

- There are no customers enrolled in the SLRP program and the program is currently capped, thus there are no communications needed to inform this or any other group of the SLRP program multiple participation rules.

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

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

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

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

	PDP DA Energy	AMP DA Capacity	AMP DO Capacity	CBP DA Capacity	CBP DO Capacity	PeakChoice DA/DO Capacity/Energy	BIP DO Capacity	DBP DA Energy	OBMC DO	SLRP DA Energy
PDP DA Energy										
AMP DA Capacity										
AMP DO Capacity	Allowed									
CBP DA Capacity										
CBP DO Capacity	Allowed									
PeakChoice DA/DO Capacity/Energy										
BIP DO Capacity	Allowed									
DBP DA Energy			Allowed		Allowed		Allowed			
OBMC DO	Allowed	Allowed		Allowed				Allowed		
SLRP DA Energy			Allowed		Allowed		Allowed		Allowed	

### **Protest Period**

Anyone wishing to protest this filing may do so by sending a letter by **July 13, 2010**, which is 20 days from the date of this filing. The protest must state the grounds upon which it is based, including such items as financial and service impact, and should be submitted expeditiously. Protests should be mailed to:

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

Facsimile: (415) 703-2200  
 E-mail: [jjj@cpuc.ca.gov](mailto:jjj@cpuc.ca.gov) and [mas@cpuc.ca.gov](mailto:mas@cpuc.ca.gov)

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

The protest also should be sent via U.S. mail (and by facsimile and electronically, if possible) to PG&E at the address shown below on the same date it is mailed or delivered to the Commission:

Jane K. Yura  
Vice President, Regulation and Rates  
Pacific Gas and Electric Company  
77 Beale Street, Mail Code B10B  
P.O. Box 770000  
San Francisco, California 94177

Facsimile: (415) 973-6520  
E-mail: PGETariffs@pge.com

**Effective Date**

PG&E requests that this advice filing and rate schedule changes become effective on **May 1, 2010** and PDP and CBP related participation rules become effective on May 1, 2011.

**Notice**

In accordance with General Order 96-B, Section IV, a copy of this Advice Letter is being sent electronically or via U.S. mail to parties shown on the attached list and to the service lists for A.08-06-003 and R.07-01-041. Address changes should be directed to e-mail PGETariffs@pge.com. Advice Letter filings can also be accessed electronically at: <http://www.pge.com/tariffs>.

Handwritten signature of Jane Yura in cursive script, followed by the initials "OB".

Vice President – Regulation and Rates

Attachments

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

**ATTACHMENT 1  
Advice 3560-E-B**

<b>Cal P.U.C. Sheet No.</b>	<b>Title of Sheet</b>	<b>Cancelling Cal P.U.C. Sheet No.</b>
29516-E	ELECTRIC SCHEDULE E-PEAKCHOICE PEAKCHOICE Sheet 1	28617-E
29517-E	ELECTRIC SCHEDULE E-BIP BASE INTERRUPTIBLE PROGRAM Sheet 6	28417-E
29518-E	ELECTRIC SCHEDULE E-BIP BASE INTERRUPTIBLE PROGRAM Sheet 7	28418-E
29519-E	ELECTRIC SCHEDULE E-OBMC OPTIONAL BINDING MANDATORY CURTAILMENT PLAN Sheet 1	28621-E
29520-E	ELECTRIC SCHEDULE E-OBMC OPTIONAL BINDING MANDATORY CURTAILMENT PLAN Sheet 2	28622-E
29521-E	ELECTRIC SCHEDULE E-OBMC OPTIONAL BINDING MANDATORY CURTAILMENT PLAN Sheet 4	27796-E
29522-E	ELECTRIC SCHEDULE E-OBMC OPTIONAL BINDING MANDATORY CURTAILMENT PLAN Sheet 7	
29523-E	ELECTRIC SCHEDULE E-SLRP SCHEDULED LOAD REDUCTION PROGRAM Sheet 5	27032-E
29524-E	ELECTRIC SCHEDULE E-DBP DEMAND BIDDING PROGRAM Sheet 3	28625-E
29525-E	ELECTRIC SCHEDULE E-DBP DEMAND BIDDING PROGRAM Sheet 4	28626-E

**ATTACHMENT 1  
Advice 3560-E-B**

<b>Cal P.U.C. Sheet No.</b>	<b>Title of Sheet</b>	<b>Cancelling Cal P.U.C. Sheet No.</b>
29526-E	ELECTRIC SCHEDULE E-DBP DEMAND BIDDING PROGRAM Sheet 5	28627-E
29527-E	ELECTRIC SCHEDULE E-DBP DEMAND BIDDING PROGRAM Sheet 10	28632-E
29528-E	ELECTRIC SCHEDULE E-CBP CAPACITY BIDDING PROGRAM Sheet 1	28635-E
29533-E	ELECTRIC SCHEDULE E-CBP CAPACITY BIDDING PROGRAM Sheet 2	
29534-E	ELECTRIC SCHEDULE E-CBP CAPACITY BIDDING PROGRAM Sheet 3	28636-E
29535-E	ELECTRIC SCHEDULE E-CBP CAPACITY BIDDING PROGRAM Sheet 4	28637-E
29536-E	ELECTRIC SCHEDULE E-CBP CAPACITY BIDDING PROGRAM Sheet 5	28638-E
29537-E	ELECTRIC SCHEDULE E-CBP CAPACITY BIDDING PROGRAM Sheet 6	28639-E
29538-E	ELECTRIC SCHEDULE E-CBP CAPACITY BIDDING PROGRAM Sheet 7	25936-E
29539-E	ELECTRIC SCHEDULE E-CBP CAPACITY BIDDING PROGRAM Sheet 8	28640-E
29540-E	ELECTRIC SCHEDULE E-CBP CAPACITY BIDDING PROGRAM Sheet 9	28641-E
29541-E	ELECTRIC SCHEDULE E-CBP CAPACITY BIDDING PROGRAM Sheet 10	28642-E

**ATTACHMENT 1  
Advice 3560-E-B**

<b>Cal P.U.C. Sheet No.</b>	<b>Title of Sheet</b>	<b>Cancelling Cal P.U.C. Sheet No.</b>
29542-E	ELECTRIC SCHEDULE E-CBP CAPACITY BIDDING PROGRAM Sheet 11	28643-E
29543-E	ELECTRIC SCHEDULE E-CBP CAPACITY BIDDING PROGRAM Sheet 12	28644-E
29529-E	Electric Sample Form No. 79-966 Agreement for Schedule E-OBMC	27809-E
29530-E	ELECTRIC TABLE OF CONTENTS Sheet 1	29458-E
29531-E	ELECTRIC TABLE OF CONTENTS RATE SCHEDULES Sheet 5	29462-E
29532-E	ELECTRIC TABLE OF CONTENTS SAMPLE FORMS Sheet 17	28706-E



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

Sheet 6

PROGRAM  
 DETAILS:  
 (Cont'd.)

9. Newly approved customers will not receive payments or penalties and not be obligated to participate in curtailment events per the terms of their elected option until all necessary equipment is installed and all requirements have been met.
10. Aggregators will be paid based on the individual performance of each portfolio.

CONTRACTS:

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

AGGREGATOR'S  
 PORTFOLIO:

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

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

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

INTERACTION  
 WITH  
 CUSTOMER'S  
 OTHER  
 APPLICABLE  
 PROGRAMS AND  
 CHARGES:

Participating customers' regular electric service bills will continue to be calculated each month based on their actual recorded monthly demands and energy usage.  
 Customers who participate in a third party sponsored interruptible load program must immediately notify PG&E of such activity.

(T)  
 (D)

(Continued)



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

Sheet 7

INTERACTION WITH CUSTOMER'S OTHER APPLICABLE PROGRAMS AND CHARGES: (Cont'd.)	Customers may participate in one of the following: PG&E's Demand Bidding Program (Schedule E-DBP) or the Scheduled Load Reduction Program (Schedule E-SLRP). Customers may participate in a PG&E Peak Day Pricing Program beginning May 1, 2011. If a customer is enrolled in two programs with simultaneous or overlapping events, the customer will receive payment for the capacity program and not for the simultaneous hours of the energy program.  Directly-enrolled customers enrolled in E-BIP are automatically enrolled under PG&E's Demand Bidding Program.	(T)         (T)  (T)  (D)
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**ELECTRIC SCHEDULE E-CBP  
 CAPACITY BIDDING PROGRAM**

Sheet 1

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

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

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

Customers that receive electric power from third parties (other than through direct access), customers billed via net-metering (NEM, NEMFC, NEMBIO, etc.), and customers billed for standby service are not eligible for the CBP. Partial standby customers are eligible for CBP. (T)

A customer may only enroll in Schedule E-CBP through an Aggregator. An Aggregator is an entity, appointed by a customer, to act on behalf of said customer with respect to all aspects of the CBP, including but not limited to: (1) the receipt of notices from PG&E under this program; (2) the receipt of incentive payments from PG&E; and (3) the payment of penalties to PG&E.

Customers on Schedule E-CBP are limited to the following participation options in other demand response programs and rate offerings. Schedule E-CBP customers using the "Day-Ahead" option may also participate in PG&E's E-OBMC program. Schedule E-CBP customers using the "Day-Of" program option can also participate in PG&E's E-DBP or E-SLRP programs. E-CBP customers using the Day-Of program option may also participate in a PG&E peak day pricing (PDP) offering, where those utilizing the "Day-Ahead" trigger may not. (N)

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

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

(Continued)





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

Sheet 3

**AGGREGATOR'S PORTFOLIO:** An Aggregator must submit a Notice to Add or Delete Customers Participating in the Capacity Bidding Program (Form 79-1075) to add a customer's Service Agreements (SAs) to add or delete a customer's SAs from its portfolio. PG&E will review and approve each SA before the SA can be included in an Aggregator's portfolio. Additions to the portfolio will be effective upon PG&E's approval date. Deletions from the portfolio will be effective at the end of the current calendar month in which this notice is received provided PG&E receives this notice at least 15 calendar days prior to the end of the current month. A SA can be included in only one portfolio at a time. (L)

**CUSTOMER SPECIFIC ENERGY BASELINE:** To participate in this program, a customer must have a valid customer specific energy baseline (CSEB) at least 5 calendar days prior to the first day of the operating month. A CSEB will be valid for purposes of participation if there are at least ten (10) similar days of interval data available in PG&E's CBP Website. Each Capacity Nomination will have its own CSEB based its associated aggregated group. The CSEB on any given day during the program is the sum total of each individual SA's baseline in the group. Each individual SA baseline is the average for each hour based on the immediate past ten (10) similar weekdays prior to an event with the option of a day-of adjustment. The load during each hour of the ten days will be averaged to calculate an hourly baseline for each hour. The past ten (10) similar days will include Monday through Friday, excluding PG&E holidays and event days prior to the event (including events of this program, or any other interruptible or curtailment programs enrolled by the customer, or days when a rotating outage was called). The day-of adjustment is the ratio of a) the average load of the first three of the four hours prior to the event to b) the average load of the corresponding hours from the past 10 similar weekdays, as discussed above. The day-of adjustment will be limited to +/- 20% of each individual SA baseline in the group, and will be based on the first three of the four hours prior to the start of the event. The day-of adjustment is applied by multiplying it by each hourly baseline value. Customers must elect or opt-in to receive this adjustment. The customer is responsible for determining the applicable baseline day-of adjustment amount at the time of an event. PG&E will only be responsible for determining the applicable baseline day-of adjustment following each event for the purpose of evaluating customer compliance. If more than one event (either within the same or across multiple programs) occurs on the same day, the day-of adjustment from the event with the earliest start time will be used for the individual SA's events that day requiring a day-of adjustment. (L)

(Continued)

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

Issued by  
**Jane K. Yura**  
 Vice President  
 Regulation and Rates

Date Filed June 24, 2010  
 Effective May 1, 2010  
 Resolution No.



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

Sheet 4

**CUSTOMER  
 SPECIFIC  
 ENERGY  
 BASELINE:  
 (Cont'd.)**

The hourly load profile on any given day during the program is determined by summing the hour by hour interval data for each of the SAs in the aggregated group.

(L)

**CAPACITY  
 NOMINATIONS:**

Capacity Nominations must be submitted by Aggregators no later than 5 calendar days prior to the operating month. Capacity Nominations must specify for each SA both an Option (Day-Ahead or Day-Of), Day-Of Adjustment Election, and a Product. All Capacity Nominations are fixed for their associated operating month. All operating months begin and end at the beginning and ending of its corresponding calendar month.

An Aggregator can include only those SAs that are in its portfolio.

An Aggregator must nominate capacity in the following categories:

- Option (Day-Ahead or Day-Of)
- Day-Of Adjustment Election
- Product
- Bundled/Direct Access

No later than 5 calendar days prior to the first day of the operating month, an Aggregator must specify the SAs from its portfolio that shall be included in the aggregated group associated with each Capacity Nomination. The characteristics of selected SAs must match the categories of its associated Capacity Nomination. These aggregated groups will be used to determine the CSEB and performance during the operating month. A SA can be included in only one aggregated group and only one CSEB for a given operating month.

**RATES:**

The payments under this rate schedule will be determined from the following components.

1. Capacity Price
2. Capacity Payment and Capacity Penalty
3. Energy Payment

(L)

(Continued)



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

Sheet 5

CAPACITY  
 PRICE:

Capacity Price by Month

Aggregators in Day-Ahead Option

<u>Product</u>	<u>May</u>	<u>June</u>	<u>July</u>	<u>August</u>	<u>September</u>	<u>October</u>
1-4 Hour	\$0.00/kW	\$3.71/kW	\$15.60/kW	\$21.57/kW	\$13.30/kW	\$0.00/kW
2-6 Hour	\$0.00/kW	\$3.71/kW	\$15.60/kW	\$21.57/kW	\$13.30/kW	\$0.00/kW
4-8 Hour	\$0.00/kW	\$3.71/kW	\$15.60/kW	\$21.57/kW	\$13.30/kW	\$0.00/kW

Aggregators in Day-Of Option

<u>Product</u>	<u>May</u>	<u>June</u>	<u>July</u>	<u>August</u>	<u>September</u>	<u>October</u>
1-4 Hour	\$0.00/kW	\$4.27/kW	\$17.94/kW	\$24.81/kW	\$15.30/kW	\$0.00/kW
2-6 Hour	\$0.00/kW	\$4.27/kW	\$17.94/kW	\$24.81/kW	\$15.30/kW	\$0.00/kW
4-8 Hour	\$0.00/kW	\$4.27/kW	\$17.94/kW	\$24.81/kW	\$15.30/kW	\$0.00/kW

(L)  
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 (L)

(Continued)

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**Jane K. Yura**  
 Vice President  
 Regulation and Rates

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

Sheet 6

CAPACITY  
 PAYMENT AND  
 CAPACITY  
 PENALTY:

All Capacity Payments will be determined separately for each Capacity Nomination submitted by Aggregators as specified above. (L)

If no CBP Events were called during the operating month, then the Capacity Payment for the operating month is equal to product of Nominated Capacity and Capacity Price for the applicable operating month.

If one or more CBP Events were called during the operating month, then the Capacity Payment for the operating month is the sum of the Adjusted Hourly Capacity Payments/Penalties for the operating month which are determined as follows:

- 1) The Hourly Delivered Capacity for the event hour is equal to the CSEB for the event hour minus the average demand during the event hour. The average demand is defined as the energy consumed during the event hour converted to demand measured in kilowatts. The Hourly Delivered Capacity cannot be greater than the Nominated Capacity or less than zero (0).
- 2) The Hourly Delivered Capacity Ratio for the event hour is Hourly Delivered Capacity divided by the Nominated Capacity.
- 3) The Unadjusted Hourly Capacity Payment equals the product of the Nominated Capacity for the operating month and the Capacity Price for the operating month divided by the number of event hours in the operating month. (L)

(Continued)

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

Sheet 7

CAPACITY  
 PAYMENT AND  
 CAPACITY  
 PENALTY  
 (Cont'd.):

4. The Adjusted Hourly Capacity Payment/Penalty is determined from the following table:

(L)

Hourly Delivered Capacity Ratio	Adjusted Hourly Capacity Payment/Penalty
= 1	Adjusted Hourly Capacity Payment = Unadjusted Hourly Capacity Payment * Hourly Delivered Capacity Ratio  Adjusted Hourly Capacity Penalty = 0
>= 0.90 and < 1	Adjusted Hourly Capacity Payment = Unadjusted Hourly Capacity Payment * Hourly Delivered Capacity Ratio  Adjusted Hourly Capacity Penalty = 0
>= 0.75 and < 0.90	Adjusted Hourly Capacity Payment = Unadjusted Hourly Capacity Payment * 50%  Adjusted Hourly Capacity Penalty = 0
>= 0.50 and < 0.75	Adjusted Hourly Capacity Payment = 0  Adjusted Hourly Capacity Penalty = 0
>= 0 and < 0.50	Adjusted Hourly Capacity Payment = 0  Adjusted Hourly Capacity Penalty = Unadjusted Hourly Capacity Payment * (0.50 - Hourly Delivered Capacity Ratio)

(L)

(Continued)



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

Sheet 8

**ENERGY  
 PAYMENT:**

All Energy Payments will be determined separately for each Capacity Nomination. (L)

If no CBP Events were called during the operating month, then the monthly Energy Payment is zero (0).

If one or more CBP Events were called during the operating month, then the monthly Energy Payment is obtained by summing the Hourly Energy Payments. The Hourly Energy Payments will be determined as follows:

$$\text{Nominated Energy}_{HR} = \text{Nominated Capacity}_{HR}$$

$$\text{Delivered Energy}_{HR} = \text{lesser of Delivered Capacity}_{HR} \text{ or } 1.5 * \text{Nominated Energy}_{HR}$$

$$\text{If Delivered Energy}_{HR} \geq \text{Nominated Energy}_{HR}$$

$$\text{Energy Payment}_{HR} = \text{Delivered Energy}_{HR} * \text{Energy Price}_{HR}$$

$$\text{If Delivered Energy}_{HR} < \text{Nominated Energy}_{HR}$$

$$\text{Energy Payment}_{HR} = \text{Delivered Energy}_{HR} * \text{Energy Price}_{HR} \text{ less } (\text{Nominated Energy}_{HR} - \text{Delivered Energy}_{HR}) * \text{the higher of the ex-post energy price for the event hour or the Energy Price}_{HR}$$

$$\text{Where the Energy Price}_{HR} = 15,000 \text{ BTU/kWh} * \text{PG\&E citygate midpoint gas price as published by Platts Gas Daily for the date of the CBP Event } (\$/\text{BTU})$$

See section below for special conditions regarding DA and CCA service customers' energy payments.

**SPECIAL  
 CONDITIONS  
 FOR DIRECT  
 ACCESS AND  
 CCA SERVICE  
 CUSTOMERS:**

Aggregators must make the necessary arrangements with the ESP of its DA or CCA service customers before enrolling DA or CCA service customers in this program.

PG&E will not provide energy payments to directly-enrolled DA or CCA service customers, or Aggregator on behalf of a DA or CCA service customer, for load reductions during CBP events (\$0/kWh), due to the Scheduling Coordinator (SC) to SC trade and payment changes to the CBP program. Customers and Aggregators will still receive capacity payments from PG&E for DA or CCA customers' load as applicable under this Schedule. This provision does not prevent DA or CCA customers from entering into arrangements with their respective ESPs or CCAs to receive part or all of the energy benefits derived from the DA or CCA customers' load reductions during CBP events. PG&E will notify existing CBP participants and Aggregators of this recent SC to SC program change. (L)

(Continued)



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

Sheet 9

SPECIAL  
 CONDITIONS  
 FOR DIRECT  
 ACCESS AND  
 CCA SERVICE  
 CUSTOMERS:  
 (Cont'd.)

See Agreement For Aggregators Participating In The Capacity Bidding Program (Form 79-1076) for additional information.

(L)

METERING AND  
 COMMUNI-  
 CATIONS  
 EQUIPMENT:

Each customer must have an approved interval meter and approved meter communications equipment installed and operating prior to participating on this program in order to establish a valid CSEB. See Baseline section for additional details.

An approved interval meter is capable of recording usage in 15-minute intervals and being read remotely by PG&E and by PG&E's Program Coordinator. If the customer is receiving DA service, then a Meter Data Management Agent (MDMA) may also read the customer's meter on behalf of the customer's ESP.

For bundled service customers with a maximum demand of 200 kW or greater for three consecutive months in the past 12 billing months, PG&E will provide and install the metering and communication equipment at no cost to the customer if metering and communication equipment are required. For other bundled service customers, PG&E will, if required, provide and install the metering equipment at the customer's expense pursuant to Electric Rule 2, Special Facilities.

Installation of an approved interval meter and approved meter communications equipment for a DA customer is the responsibility of the customer's ESP or its MDMA. The meter and associated equipment must be installed in accordance with Electric Rule 22. If PG&E is the MDMA on behalf of the DA customer's ESP, then no additional fees will be required. If the DA customer uses a third-party MDMA, then the customer will be responsible for any and all costs associated with providing PG&E acceptable interval data on a daily basis, including any additional metering or communication equipment and any additional fees assessed by the customer's ESP.

Prior to customer's participation in the program, the customer must be able to successfully transfer meter data according to PG&E's specification on a daily basis for a period of no less than ten (10) calendar days.

All measurements for the CSEB and performance will be determined using the customer's electric revenue interval meter without loss factor adjustments.

(L)

(Continued)

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 Decision No. D.09-08-027

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**Jane K. Yura**  
 Vice President  
 Regulation and Rates

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

Sheet 10

**NOTIFICATION  
 EQUIPMENT:**

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

(L)

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

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

**CONTRACTS  
 AND FORMS:**

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

**CONTRACTUAL  
 ARRANGEMENT  
 BETWEEN  
 CUSTOMER AND  
 AGGREGATOR:**

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

**BILLING  
 DISPUTES:**

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

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

(L)

(Continued)



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

Sheet 11

PROGRAM  
 TRIGGER AND  
 NOTIFICATION:

Day-Ahead Option:

PG&E may trigger a Day-Ahead CBP Event when PG&E's procurement stack is expected to require the dispatch of electric generation facilities with heat rates of 15,000 BTU/kWh or greater for the day-ahead market, or when PG&E, in its sole opinion, forecasts that resources may not be adequate. PG&E reserves the right not to call an event even when these thresholds are reached when PG&E, in its sole opinion, forecasts that resources may be adequate.

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

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

Day-Of Option:

PG&E may trigger a Day-Of Event when PG&E's procurement stack is expected to require the dispatch of electric generation facilities with heat rates of 15,000 BTU/kWh or greater for the hour-ahead market, or when PG&E, in its sole opinion, forecasts that resources may not be adequate. PG&E reserves the right not to call an event even when these thresholds are reached when PG&E, in its sole opinion, forecasts that resources may be adequate.

PG&E will notify Aggregators on a day-of basis, with up to approximately three hours notice prior to the start of a Day-Of Event.

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

PROGRAM  
 RESEARCH AND  
 ANALYSIS:

All customers participating on this program agree to allow personnel from the California Energy Commission (CEC), PG&E, and their contracting agents, reasonable access to conduct a site visit for measurement and evaluation, access to the customer's interval meter data, and agree to complete any surveys needed to enhance this program.

(L)  
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 (L)

(Continued)



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

Sheet 12

**ACCESS TO  
 CUSTOMER  
 SPECIFIC USAGE  
 DATA:**

PG&E will provide an aggregated customer's electric usage and electric meter data for the Service Agreements to its Aggregator so Aggregator can determine the payment payable to and penalties chargeable to Customer under Schedule E-CBP.

**PROGRAM  
 TERMS:**

The initial term is 12 months. After the initial 12 months, an Aggregator may request to terminate its participation in this program by submitting to PG&E a completed Cancellation of Contract (Form 62-4778). The termination will be effective on the later of: (1) the beginning of the calendar month that is immediately after the initial 12 month term; and (2) the beginning of the calendar month that is closest to but at least thirty (30) calendar days after PG&E received the Cancellation of Contract. The Schedule E-CBP will remain available unless and until Schedule E-CBP is revised or terminated as directed by the CPUC.

Customers may re-designate their election of a day-of adjustment to the baseline prior to each operating month at the time of nomination.

**PAYMENTS, AND  
 AFFECT ON  
 CUSTOMER'S  
 BILL FOR THE  
 OAS:**

Payments due under this program will be sent as a check to the Aggregator within 60 calendar days after the end of the operating month. The charges under the OAS for an aggregated customer will not be adjusted.



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

Sheet 3

DEMAND  
 RESPONSE  
 OPERATIONS  
 WEBSITE:  
 (Cont'd)

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

E-DBP EVENT  
 NOTICE AND  
 TRIGGER:

**DAY-AHEAD NOTIFICATION**

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

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

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

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

(D)

(Continued)

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

Sheet 4

- ENERGY BID: E-DBP bidding shall be accepted for non-PG&E holiday weekdays only. The E-DBP Bid shall indicate the amount of kW curtailment that the participant is offering for each hour of the E-DBP Event. The participant may submit only one bid for each E-DBP Notification. Each bid must be for a minimum of two (2) hours and must be for consecutive hours during the E-DBP Event. The customer's bid must meet the minimum energy reduction threshold of 50 kW for each hour in the E-DBP Event. The participant must submit their bid within the timeframe specified in the E-DBP Event notice. (D)
- Each E-DBP bid submitted via the demand response operations website shall be for an E-DBP Event that can take place the next eligible day, any weekday, excluding PG&E holidays, following the bid submission. Notification of E-DBP Bid acceptances will be posted to PG&E's website. Posting of accepted bids may be delayed due to unforeseen problems in transmitting or receiving the bids. PG&E cannot guarantee the reliability of the Internet site by which customers submit bids. PG&E may use and accept alternate means of notification as necessary. PG&E will communicate the following information on the website regarding accepted E-DBP Bids: (T)
1. The Date and the Time Period of the E-DBP Events; and
  2. The Customer Baseline (CB) on any given day during the program is the average for each hour based on the immediate past ten (10) similar weekdays prior to an event with the option of a day-of adjustment. The load during each hour of the ten days will be averaged to calculate an hourly baseline for each hour. The past ten (10) similar days will include Monday through Friday, excluding PG&E holidays and event days prior to the event (including events of this program, or any other interruptible or curtailment programs enrolled in by the customer, or days when a rotating outage was called). (L)
- The day-of adjustment is the ratio of a) the average load of the first three of the four hours prior to the event to b) the average load of the corresponding hours from the past 10 similar weekdays, as discussed above. The day-of adjustment to the CB will be limited to +/- 20%, and will be based on the first three of the four hours prior to the start of the event. The day-of adjustment is applied by multiplying it by each hourly baseline value. Customers must elect or opt-in to receive this adjustment. The customer is responsible for determining the applicable baseline day-of adjustment amount at the time of an event. PG&E will only be responsible for determining the applicable baseline day-of adjustment following each event for the purpose of evaluating customer compliance. If more than one event (either within the same or across multiple programs) occurs on the same day, the day-of adjustment from the event with the earliest start time will be used for the events that day requiring a day-of adjustment.
3. The hourly pricing incentive that PG&E intends to offer for qualifying load reductions. (L)

(Continued)



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

Sheet 5

PROGRAM TESTING:	PG&E may activate an E-DBP Day-Ahead Event with a simulated emergency event test trigger twice per year. Each emergency test event shall be no longer than four (4) hours. During such a test, the customer shall be responsible for curtailing load consistent with the terms of this schedule. Participants will receive incentive payment of \$0.50/kW for qualifying load reduction during each hour of an E-DBP test event.	(T) (T) (T)
INCENTIVE PAYMENTS:	PG&E will evaluate and pay for the customer's hourly load reductions realized under the Program within ninety (90) days after each E-DBP Event, depending on where the E-DBP Event falls within the participant's actual billing cycle. The incentive payments will be reflected in the customer's regular monthly bill as an adjustment.	(D)
	If the customer submitted a bid under the Day Ahead Notification, energy reduction for an E-DBP Event hour will be determined as the difference between the customer specific energy baseline (CSEB) for that hour and the customer's actual energy usage during that hour. Participants will be paid for load reductions up to a maximum of 150 percent (150%) of their accepted Day-Ahead bid (kW) on an hourly basis. Participants must drop at least 50 percent (50%) of their bid to qualify for any payment in any hour. In no case will a customer receive a credit payment for a given hour if it does not meet, in that hour of the event, the minimum energy reduction of 50 kW. The Day-Ahead E-DBP	

(Continued)

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

Sheet 10

<p>INTERACTION WITH CUSTOMER'S OTHER APPLICABLE PROGRAMS AND CHARGES:</p>	<p>Participating customers' regular electric service bills will continue to be calculated each month based on their actual recorded monthly demands and energy usage.</p> <p>Customers who participate in a third-party sponsored interruptible load program must immediately notify PG&amp;E of such activity. E-DBP customers may not participate in the California ISO Participating Load Program (Supplemental and Ancillary Services).</p> <p>Customers may participate in one of the following: PG&amp;E's Base Interruptible Program (Schedule E-BIP), the "Day Of" option of its Capacity Bidding Program (E-CBP), or Optional Binding Mandatory Curtailment Program (Schedule E-OBMC). If a customer is enrolled in two programs with simultaneous or overlapping events, the customer will receive payment for the capacity program and not for the simultaneous hours of the energy program</p>	<p>(T) (T) (N)         (N) (D)</p>
<p>EMERGENCY STANDBY GENERATION:</p>	<p>Customers may achieve energy reductions by operating back-up or onsite generation. The customer will be solely responsible for meeting all environmental and other regulatory requirements for the operation of such generation.</p>	
<p>COMMUNITY CHOICE AGGREGATION SERVICE CUSTOMERS AND DIRECT ACCESS SERVICE CUSTOMERS</p>	<p>Customers participating in this program and receiving service under CCA Service/Direct Access must notify their Community Choice Aggregator (CCA)/Energy Service Provider that they are participating in this program and when they participate in a DBP event. The per event notification must include the amount of hourly bid for each accepted bid. PG&amp;E reserves the right to require that the CCA/Direct Access Service customer's Scheduling Coordinator (SC) must submit a Scheduling Coordinator to Scheduling Coordinator (SC to SC) trade with the service electric utility. If PG&amp;E imposes this requirement, then: (1) the SC to SC trade must be submitted in a timeframe that complies with the California Independent System Operator's (ISO's) requirements; and (2) the CCA Service/Direct Access customer is responsible for all additional costs incurred by the serving utility if the customer's SC fails to submit a SC to SC trade, or if the SC to SC trade is not accepted by the ISO because of an action or inaction of the customer's SC.</p>	
<p>PROGRAM RESEARCH AND ANALYSIS:</p>	<p>Customers receiving service under this tariff must agree to allow personnel from the California Energy Commission (CEC), or its contracting agent, to conduct a site visit for measurement and evaluation, access to customer's interval meter data, and agree to complete any surveys needed to enhance the program.</p>	<p>(L)</p>



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

Sheet 1

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

In accordance with CPUC Decision 09-08-027, service under this schedule is currently capped at 10.9 MW, which is the enrolled megawatt level on August 20, 2009. Customers may request to be placed on a waiting list to be served under this schedule subject to availability under the cap.

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

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

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

Maximum Load Levels (MLLs) shall be established by PG&E for the circuit or dedicated substation, which correspond to each of the 5, 10, and 15 percent load reduction levels. The following MLL calculation methodology shall apply for a) customers not participating in a capacity interruptible program, b) customers participating in a capacity interruptible program where the customer's baseline is less than the customer's capacity interruptible program firm service level (FSL), and c) customers participating in a capacity interruptible program where the customer has met their monthly or annual curtailment obligation. The MLL for the 5 percent load reduction is equal to the product of the baseline times 0.95. The MLL for the 10 percent load reduction is equal to the product of the baseline times 0.90. The MLL for the 15 percent load reduction is equal to the product of the baseline times 0.85.

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

Sheet 4

**ELIGIBILITY  
 REQUIREMENTS:**

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

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

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(Continued)

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

Sheet 7

INTERACTION WITH CUSTOMER'S OTHER APPLICABLE PROGRAMS AND CHARGES:	Customers may participate in one of the following: PG&E's Demand Bidding Program (Schedule E-DBP), the "Day Ahead" option of the Capacity Bidding Program (E-CBP), or the Scheduled Load Reduction Program (Schedule E-SLRP). Customers may participate in a PG&E Peak Day Pricing Program beginning May 1, 2011. An OBMC customer enrolled in one of these programs will not receive payment for the simultaneous hours of the energy program.	(N) I I I I (N)
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**ELECTRIC SCHEDULE E-PEAKCHOICE**  
**PEAKCHOICE**

Sheet 1

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

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

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

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

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

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

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

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

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

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

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

(Continued)



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

Sheet 5

INTERACTION  
 WITH  
 CUSTOMER'S  
 OTHER  
 APPLICABLE  
 PROGRAMS AND  
 CHARGES:

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

Customers who participate in a third-party sponsored interruptible load program must immediately notify PG&E of such activity. E-SLRP customers may not participate in the California ISO Participation Load Program (Supplemental and Ancillary Services).

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

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

**Please Refer to Attached**  
Sample Form

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

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

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

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

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

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

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

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

6. **CIRCUIT AGGREGATION:** Applicant may aggregate the load of two circuits for the purposes of participating in the OBMC program if Applicant has a single tax payer identification number and provided: (a) Applicant is the lead customer for both circuits; (b) Applicant has the ability to achieve required load reductions on the total load for the circuits; (c) Applicant agrees to achieve required load reductions on individual circuits subject to the aggregation as required by PG&E or

the CAISO in response to geographic area constraints; and (d) Applicant commits that it has not, and will not, receive any payment from any customer on any OBMC circuit for any action related to the OBMC program. All provisions of this agreement and Schedule E-OBMC applicable to individual OBMC plans shall apply to the aggregated OBMC plan.

7. ANNUAL REVIEW: Applicant must update the OBMC Plan by March 15 of each year and confirm with the Company any changes to the previous version. Should Applicant fail to update the OBMC Plan by March 15 this agreement will be terminated.
8. PARTICIPATION IN OBMC PLAN: The Applicant's OBMC Plan may become invalid over time due to circuit rearrangements or load additions, which result in the MLLs becoming unachievable. Therefore, the Applicant is not guaranteed the ability to participate in an OBMC Plan.
9. APPLICANT INFORMATION: Applicant's OBMC Plan must include the minimum information contained in the OBMC Plan Template, which is attached hereto as Appendix A. Applicant's OBMC plan must include the Applicant's name, PG&E account number, electric rate schedule, service address, mailing address, and contact information including contact name, e-mail address, and alphanumeric pager and facsimile numbers. Applicant's OBMC Plan must also include non-lead customer information including name(s), PG&E account number(s), service address(es), mailing address(es) and contact information.

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

10. BASELINE LOAD: The baseline load for the dedicated substation or PG&E circuit that provides service to the customer(s) is equal to the average recorded hourly usage amount (if available) for the same hours as the OBMC operation hours on the immediate past ten (10) similar days, either business days or weekends and holidays, excluding days when the customer was paid to reduce load under another PG&E demand response program and days when the OBMC program operated. See Schedule E-OBMC for further details. Each calendar year the Applicant may exclude the following periods from the 10-day baseline: (a) a period of 15 calendar days designated in advance both for ramp-up and ramp-down of operations during which period the baseline will be the hourly average circuit load for the most recent prior day; (b) up to 10 days as determined by the Applicant and designated in advance to accommodate conditions in the Applicant's operations that affect the 10-day baseline; and (c) up to two days as determined by the Applicant where unplanned outages or other events cause the circuit load to deviate substantially from normal conditions. The Applicant shall provide a minimum of 10 calendar days prior notice to PG&E when exercising option (a); a minimum of 7 calendar days prior notice to PG&E when exercising option (b); and notice to PG&E within one calendar day after the outage or event when exercising option (c). Applicant requests for the above exclusions must be received by PG&E in written or email format within the specified time frames or the requested exclusion will not be allowed. If Applicant requests an operation ramp-up period under option (a) above Applicant must also specify a commensurate operation ramp-down period occurring within one year of the ramp-up period. The 10-day baseline following the ramp-down period must be reduced a minimum of 25% from the 10-day baseline immediately prior to the ramp-down period. If Applicant fails to achieve a 25% reduction in the 10-day baseline following a ramp-down period Applicant will not be allowed future operation ramp-up periods for two years following the ramp-up period.
11. MAXIMUM LOAD LEVELS: Maximum Load Levels (MLLs) are established by the Company corresponding to each of the 5, 10, and 15 percent load reduction levels.

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

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

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

13. FAILURE TO COMPLY AND NON-COMPLIANCE PENALTIES: Failure to meet the MLLs established by an OBMC Plan within 15 minutes of notification by the Company shall result in a non-compliance penalty for the Applicant. The non-compliance penalty shall be equal to \$6.00 per KWH times the average total load on the applicable circuit less the required MLL, as measured during each half-hour of the RO. Failure to pay these penalties may result in termination of electric service pursuant to Electric Rule 11. The Company shall, without liability, terminate any OBMC Plan immediately for failure to reduce circuit load levels to within five (5) percent of the required load reduction for the entire duration of the RO for a second time during a twelve (12) month period. Such termination shall occur if the Applicant and non-lead customers bound by the OBMC Plan have not met or are unable to meet the load relief criteria specified therein. If an OBMC Plan is terminated for non-compliance, participants in the plan shall not be permitted to participate in an OBMC Plan for a period of five (5) years from the date of termination.

- | 2-14.TERM OF AGREEMENT AND TERMINATION OF AGREEMENT: This OBMC Agreement shall have an initial term of one (1) year but may be extended from year to year, after annual review, with the written approval of the Company. The annual term shall commence upon the effective start date specified in the Company approval letter.

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

- | 3-15.INSTALLATION OF FACILITIES: Applicant hereby grants to the Company permission to furnish, install, operate and maintain upon the property of Applicant, such facilities as the Company deems necessary for its performance under this Agreement including any work incident to rendering service under this Agreement. All facilities installed pursuant to this license shall be

and remain the property of the Company. This license shall expire coincident with the expiration or termination of this Agreement and the Company shall have a reasonable period of time to remove facilities installed pursuant to this Agreement and license.

- | 4.16.INDEMNIFICATION: The Applicant shall indemnify and hold harmless the Company against any and all claims or liabilities for losses, expenses, damage to property, injury to or death of any person or any other liability incurred by the Company, including reasonable expenses, legal and otherwise, caused wholly or in part by modifications to the OBMC program, circuit configuration, circuit loading, or operational conditions associated with rotating outages or other circuit outages or interruptions. This indemnification shall only be inapplicable where the loss, damage, injury, or expense arises out of the sole negligence or willful misconduct of the Company.
- | 5.17.ASSIGNMENT: Applicant may assign this Agreement only if the Company consents in writing and only if the party to whom the Agreement is assigned is otherwise eligible to take service under Schedule OBMC and agrees in writing to perform the obligations of Applicant hereunder and to be bound by this Agreement in all respects.
- | 6.18.COMMISSION JURISDICTION: This Agreement shall be subject to all of the Company's tariff schedules on file with and authorized by the California Public Utilities Commission (Commission) and shall at all times be subject to such changes or modifications as the Commission may direct from time to time in the exercise of its jurisdiction.

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

\_\_\_\_\_  
Applicant

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

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

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

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

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

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

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

## Appendix A

### Agreement for Schedule OBMC

#### Optional Binding Mandatory Curtailment Plan Template

1. LEAD CUSTOMER INFORMATION:

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

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

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

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

**Appendix A (Continued)**

3. CUSTOMER LOAD REDUCTION PLAN:

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

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

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

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

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



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

Issued by  
**Jane K. Yura**  
 Vice President  
 Regulation and Rates

Date Filed June 24, 2010  
 Effective May 1, 2010  
 Resolution No. \_\_\_\_\_



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

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