

**PUBLIC UTILITIES COMMISSION**

505 VAN NESS AVENUE  
SAN FRANCISCO, CA 94102-3298



February 3, 2016

**Advice Letters 4742-E, 4742-E-A, and 4742-E-B**

Erik Jacobson  
Director, Regulatory Relations  
Pacific Gas and Electric Company  
77 Beale Street, Mail Code B10C  
P.O. Box 770000  
San Francisco, California 94177

**SUBJECT: PG&E, SCE, and SDG&E's Proposed Modifications to Rule 24 and Related Documents**

Dear Mr. Jacobson:

Advice Letters 4742-E, 4742-E-A, and 4742-E-B are effective as of January 1, 2016.

Sincerely,

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

Edward Randolph  
Director, Energy Division

November 20, 2015

**Advice 4742-E**

(Pacific Gas and Electric Company – U 39 E)

**Advice 3313-E**

(Southern California Edison Company – U 338 E)

**Advice 2821-E**

(San Diego Gas & Electric Company – U 902 E)

Public Utilities Commission of the State of California

**Subject: Pacific Gas and Electric Company, Southern California Edison Company, and San Diego Gas & Electric Company's Proposed Modifications to Rule 24 and Related Documents**

**Purpose**

Through this Advice Letter, Southern California Edison Company (SCE), Pacific Gas and Electric Company (PG&E), and San Diego Gas & Electric Company (SDG&E), seek California Public Utilities Commission (Commission or CPUC) approval of proposed modifications to Rule 24<sup>1</sup>, the Commission's Demand Response Service Provider (DRP) Registration Application Form, the Demand Response Provider Service Agreement<sup>2</sup> and the Customer Information Service Request Form for Demand Response Providers (CISR-DRP)<sup>3</sup>. The attached documents target changes to PG&E's Rule 24 and contracts, however, they should be considered pro-forma in nature with SCE and SDG&E filing their utility specific versions of these documents<sup>4</sup>. If the Commission orders any changes to these pro-forma documents in response to this advice letter, the

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<sup>1</sup> In SDG&E's case, an Electric Rule 24 was already in existence, leading SDG&E to assign the next available Electric Rule number in sequence, which was Electric Rule 32.

<sup>2</sup> For PG&E, Form 79-1160.

<sup>3</sup> For PG&E, Form 79-1152.

<sup>4</sup> Due to certain challenges unique to SCE, there will be certain significant differences in its CISR-DRP form, most notably, that it will only allow two-party agreements (i.e., agreements between SCE and one third-party), not the three-party agreements (i.e., agreements between SCE and two separate third parties) envisioned in PG&E's filed form. These unique challenges will be detailed in SCE's advice letter filing that includes its CISR-DRP form.

IOUs request that any subsequent compliance advice letters implementing these changes be allowed to be filed via Tier 1 advice letters.

## **Contents**

This Advice Letter addresses the following topics:

- I. Background
- II. Proposed Modifications to Rule 24
- III. Proposed Modifications to DRP Service Agreement with IOUs
- IV. Proposed Modifications to Commission's DRP Registration Form
- V. Proposed Modifications to the Customer Information Service Request Form for DRPs (CISR-DRP)
- VI. Summary

### **I. Background**

Commission Decision (D.) 12-11-025 directed PG&E, SCE, and SDG&E (IOUs) to work with stakeholders from the Phase IV of Rulemaking (R.) 07-01-041 to refine a proposed rule and related documents that would address the various roles, responsibilities, rights and obligations under Direct Participation. To that end, the IOUs created a collaboration of stakeholders to refine Rule 24 and its related documents so that they might be properly and most efficiently implemented for Direct Participation. The collaborating parties included the IOUs, EnerNOC, Inc. ("EnerNOC"), the Direct Access Customer Coalition (DACC), the Alliance for Retail Energy Markets (AReM), Comverge, Inc., Johnson Controls, Inc., the Office of Ratepayer Advocates (ORA) and staff from the Commission's Energy Division. Through weekly meetings over the course of seven months and two Commission-sponsored workshops (June 24, 2013 and July 12, 2013), the stakeholders identified several mutually agreed upon revisions to Rule 24, its associated documents and processes. The revised tariff and contract language representing these changes were jointly filed in a Tier 3 Advice Letter by the IOUs on October 10, 2013<sup>5</sup>, in compliance with Ordering Paragraph (OP) 35 of 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 (R.) 07-01-041] to finalize an agreed-upon proposed Electric Rule24 with an enforcement mechanism and submit it, along with*

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<sup>5</sup> PG&E Advice Letter 4298-E, et al.

*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.*

Although great progress was made, consensus could not be reached on certain provisions of the Rule 24 tariff, and resolution of those matters required that D.12-11-025 be modified through a subsequent Commission order. Therefore, a joint Petition for Modification (“consensus PFM”) was filed on August 9, 2013 by all three IOUs in accordance with instructions from Commission staff. Three additional PFMs were also separately filed at that time by (1) PG&E; (2) EnerNOC alone; and (3) AReM, DACC, and EnerNOC to make changes to D.12-11-025 to conform to the parties’ specific differing positions on Rule 24 implementation. The Commission, on December 10, 2013, issued D.13-12-029 which resolved party differences and later issued Resolution E-4630 on February 5, 2014 approving the IOUs’ October 10, 2013 filing with certain modifications consistent with D.13-12-029. R.07-01-041 was closed after the IOUs filed tariffs complying with Resolution E-4630.

Over the last year and a half, there have been changes to some of the original assumptions made by the Rule 24 stakeholders on how market players interact with one another and the IOUs. Also, the facilitation of certain demand response products are now being required by the Commission in advance of what was initially expected in the initial rollout of Direct Participation.

The stakeholders in that initial collaboration realized that Direct Participation is a very complex and ground breaking venture and that the rules, processes, and implementation requirements could change significantly over the first few years of Rule 24 implementation. To help accommodate this uncertainty, the IOUs, in their October 10, 2013 Joint Advice Letter containing the pro-forma versions of Rule 24 and its related documents, requested that certain procedural latitude be given in making changes to the attached tariffs. Specifically, that Advice Letter, approved on March 19, 2014, requests the following.

#### **“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.”*

In accordance with the relief request, an ever growing list of Rule 24 and DRAM stakeholders<sup>6</sup>, the ORA and Energy Division staff have been meeting over the past 3 months to come to agreement on Rule 24 tariff and contract modifications which better accommodate the current CAISO wholesale market. The attached Rule and contract changes represents partially agreed upon concepts and tariff language by these parties.

## **II. Modifications to Rule 24**

In the 2016 DRAM Working Group discussions, parties found that parties providing the aggregation function (Aggregators), not Demand Response Providers as defined by the CAISO, are the most likely to sign a DRAM-like agreement. However, the current Rule 24 tariff doesn't define the aggregator function, instead using the term "Demand Response Provider" (DRP) to describe the entity that performs both the Rule 24 customer-facing functions (aggregates, manages) and the CAISO-facing functions. In reality, these two functions can be entirely different. For instance, an Aggregator may very likely hire a Demand Response Provider to perform CAISO-related work on its behalf.

The problems with the current definitions are three-fold:

1. The CAISO definition of a DRP is not aligned with the Commission's definition of DRP. A DRP, as defined by the CAISO, is the entity which registers with the CAISO to provide PDR and RDRR services and who works with its Scheduling Coordinator to register customer accounts in their DR systems and settle with the market. The Commission's definition is much more expansive. The definitional differences can be confusing.
2. It is not clear where Aggregator fits in as a Rule 24 market player. Since the Service Agreement, the CISR-DRP and the Commission DRP Registration form all apply to the Demand Response Provider, it is confusing whether or not these documents apply to the Aggregators or not. Since the aggregator function is more customer-focused, it is appropriate that the consumer protection requirements contained in these documents, apply to them.
3. The CAISO systems and their naming conventions are in flux. The current CAISO system definition is incomplete as it doesn't include all the CAISO systems a DRP might use to participate in Direct Participation. Also, the current naming convention is expected to change.

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<sup>6</sup> More recent stakeholders include Ohmconnect, EnergyHub, Weatherbug, Olivine, and APX.

To address the issues described above, the stakeholders propose the following additions and changes to Section B (Definitions) of the Rule 24 tariff. These definitions recognize the split functions (CAISO DRP and Aggregator) contained in the Commission's definition of DRP.

*New Terms:*

**AGGREGATOR:** An entity that contracts with end-use customers in multiple locations to help provide them with DR Services. For instance, an Aggregator will consolidate customers so that they may be put into a single CAISO demand response resource. An Aggregator will also generally perform customer facing functions such as customer marketing, communications and payments for participation. An Aggregator might utilize a CAISO DRP to bid DR resources into the CAISO market or elect to become a CAISO DRP itself.

**CAISO DEMAND RESPONSE PROVIDER (CAISO-DRP):** An entity that is responsible for delivering certain DR Services into the CAISO's wholesale market and which has undertaken, in writing, by execution of the applicable agreement to comply with all applicable provisions of the CAISO Tariff. CAISO-DRP functions generally include registering locations in the Demand Response Registration System (DRRS) and working with a Scheduling Coordinator to bid into and settle with the CAISO market.

**CPUC DEMAND RESPONSE PROVIDER (DRP):** An entity which is responsible for performing any or all of the functions associated with either a CAISO DRP and/or an Aggregator. DRPs must register with the CPUC and CAISO DRPs must also register with the CAISO. Unless otherwise specifically stated, all references to "DRP" herein shall refer to this definition.

**RELEVANT CAISO DEMAND RESPONSE SYSTEMS (Relevant Systems):** One or more of the information technology (IT) systems or business processes that the CAISO uses to complete the necessary steps to allow DRPs to provide DR Services under its tariff. These systems include but are not limited to the CAISO's Demand Response System and the Demand Response Registration System and their successors. User Guides can be found on the CAISO's website ([www.caiso.com](http://www.caiso.com))

*Modified and Deleted Terms:*

**DEMAND RESPONSE (DR):** The load reduction and/or increase by retail customers in response to a signal or pricing mechanism. Currently under this tariff, Demand Response is bid into the wholesale market as a Proxy Demand Resource or a Reliability Demand Response Resource as defined and offered under CAISO tariffs.

**DEMAND RESPONSE (DR) SERVICE:**<sup>7</sup> 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.

**RESOURCE REGISTRATION:** One or more retail Locations that have been entered as a single resource into the CAISO's ~~Demand Response (DRS) Relevant Systems~~ by a DRP.

**UNIQUE CUSTOMER IDENTIFIER:** An identifier assigned by the UDC and entered into the CAISO's ~~DRS Relevant Systems~~ 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 or service agreement.

~~**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).~~

~~**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](http://www.caiso.com/Documents/DemandResponseSystem_DRS_ISOUserGuideVersion2_0.pdf)~~

These new terms and revised terms are shown incorporated throughout Rule 24 and its related documents in the attachments.

In addition to definitional changes in the Rule 24 tariffs, certain modifications to Rule 24 have been made to accommodate CISR-DRP changes as filed by PG&E on November 16, 2016 in response to the November 6, 2015 ALJ ruling in A.14-06-001, et. al. These changes are discussed in Section V below.

### **III. Modifications to DRP Service Agreement**

Modifications are required to the DRP Service Agreement to acknowledge that the DRP signing the document may only be one of the entities that are needed to bid load into the CAISO market. For instance, an Aggregator may hire a CAISO DRP to register

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<sup>7</sup> Removed "energy" since ancillary services have been added as a DR Service and the term energy is not inclusive of ancillary services.

customers into the CAISO market, and along with the Scheduling Coordinator, bid in the customer load and settle with the market. Rather, the complete list of terms in the existing Service Agreement may be parsed between two separate DRPs. To accommodate this scenario, a new provision has been added to the Agreement requiring that these activities will be accomplished jointly. Specifically, this new Section 2.5 requires that:

*As more than one DRP may be involved with providing DR Services for a single customer into the wholesale market, the DRP represents that, in so far as it is partnering with another DRP to provide these services, the division of total responsibilities as contained in Rule 24 and its associated contracts has been parsed out between the parties such that all responsibilities have been met through one or more commercial agreements.*

Under the new Rule 24 process, both Aggregators and CAISO DRPs registering retail bundled end use customers for Direct Participation will be required to sign the Service Agreement and the Commission Registration form (and pay the bond as needed). As such, all Rule 24 market participants will be subject to consumer protection and data privacy rules. The modified Service Agreement simply acknowledges this possibility and requires that a contract is in place between these 2 entities so that the distinct responsibility of each can be identified.

#### **IV. Modifications to Commission's DRP Registration Form**

As with the DRP Service Agreement, the Commission's DRP Registration Application form also requires changes to reflect the possibility of two separate DRPs (Aggregator and CAISO-DRP) working together to provide DR Services to the same group of customers. The primary purpose of the Registration form is for the Commission to be able to enforce its consumer protection rules for residential and small commercial customers. DRPs whose registrations consist of these customer types are required to provide a bond. The proposed changes to the Agreement are intended to identify the party who works most with the customer and who would likely be responsible for the bond payment.

To that end, the modified document requires that DRPs identify when they are working with other DRPs to participate in the CAISO DR Services. Not only do the DRPs need to identify their partnering DRP, they also have to indicate which is paying the bond amount and the number of customers they are jointly serving. The following language has been included in the "Notice" section of the revised DRP Registration form to provide the Commission with this more detailed information.

If a bond is to be or has been posted by a partnering DRP for this same group of customers, you attest that bond remittance by the partnering DRP is



accommodated through a commercial agreement between the two DRPs. The following information must also be provided.

Name of Partnering DRP

Number of Small Customers covered by Bond:

If you are posting a bond on behalf of partnering DRP for this same group of customers, the following information must also be provided.

Name of Partnering DRP

Number of Small Customers covered by Bond:

Prior to registering the customer in the CAISO market, a DRP who has posted the bond to provide providing DRP DR Services to any Residential or Small Commercial Customer is required to provide the potential customer with a written notice (Customer Notification Form Letter) that describes the price, terms, contact information for customer, and conditions of service.

## **V. Modifications to the CISR Form**

As mentioned above, PG&E filed its proposal for CISR-DRP modifications on November 16, 2016 in compliance with ALJ Hymes November 6, 2016 Ruling. Specifically, the proposed modifications, among other things, allow for the following:

- a. Removal of the optionality of releasing certain information that is needed to participate in the CAISO market making the CISR-DRP process more efficient.
- b. Automatically authorizes a third party to reprogram a residential customer's meter from a 60 minute interval to a 15 minute interval. In this way, multiple CISR-DRPs or customer contacts will not be required for meter reprogramming.<sup>8</sup>
- c. Automatically authorizes the release of a customer's Local Capacity Area to the DRP or Aggregator so that they may participate in the Local RA product in DRAM 2017.
- d. Better understanding of the purpose of the form and the inclusion of more customer service accounts per form.
- e. Release of customer specific data to two separate 3<sup>rd</sup> party DRPs.

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<sup>8</sup> SDG&E's reprogramming of residential meters would be contingent upon the Commission's approval of SDG&E's proposed ancillary services/real-time budget in A.14-06-001 et al. or charging a fee for this service.

The stakeholders continue their discussions on how improvements may be made in the short and long term. In the meantime, the IOUs maintain that certain processes have been already set in place<sup>9</sup> for the January, 1, 2016 implementation date, including the changes proposed herein, and that the Commission needs to approve the proposed signature, with slight differences for each IOU, in order for an effective launch of the CISR-DRP process to occur. The IOUs also request that if the Commission does order any changes to the proposed CISR-DRP form(s), that any subsequent IOU Advice Letters are allowed to be filed in compliance with these changes with a Tier 1 designation.

## **VI. Summary**

The Rule 24 stakeholders have worked diligently over the past 3 months to provide comprehensive changes to Rule 24 and its related documents which match our understanding of the 2016 CAISO energy market. The combination of changes included herein, and in PG&E's November 16, 2015 pleading on the CISR-DRP provide for more complete, clear and efficient process for Direct Participation. We request that the Commission approve the changes herein, by January 1, 2016 if possible, so that these documents will be in place for CISR-DRP fulfillment beginning on that date.

## **Authorization**

This Advice Letter is filed by Pacific Gas and Electric Company on behalf of, and with the authorization from, Southern California Edison Company, and San Diego Gas & Electric Company. As stated herein, SCE and SDG&E conceptually agree with the modifications to the tariffs and will submit their own requests for tariff modification via Advice Letters with the CPUC.

## **Protests**

Anyone wishing to protest this filing may do so by letter sent via U.S. mail, facsimile or E-mail, no later than December 10, 2015, 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, 4<sup>th</sup> Floor  
San Francisco, California 94102

Facsimile: (415) 703-2200  
E-mail: EDTariffUnit@cpuc.ca.gov

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<sup>9</sup> These processes may differ between IOUs.

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 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:

**For PG&E:**

Erik Jacobson  
Director, Regulatory Relations  
c/o Megan Lawson  
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:**

Russell G. Worden  
Managing Director, State Regulatory Operations  
Southern California Edison Company  
8631 Rush Street  
Rosemead, California 91770  
Facsimile: (626) 302-4829  
E-mail: AdviceTariffManager@sce.com

Michael R. Hoover  
Director, State Regulatory 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**

Megan Caulson  
Regulatory Tariff Manager  
8330 Century Park Court, CP31F  
San Diego, CA 92123-1548  
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).

### **Effective Date**

PG&E requests that this Tier 2 advice filing become effective on regular notice, December 20, 2015, which is 30 calendar days after the date of filing.

### **Notice**

In accordance with General Order 96-B, Section IV, a copy of this advice letter is being sent electronically and via U.S. mail to parties shown on the attached list and the parties on the service list for A.14-06-001, et al. 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/>.

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/S/

Erik Jacobson  
Director, Regulatory Relations

Attachment 1: Electric Rule 24  
Electric Form 79-1152 - Customer Information Service Request Form for  
DRPs (CISR-DRP)  
Electric Form 79-1160 - DRP Service Agreement with IOUs

Attachment 2: Redlined version of Electric Form 79-1160 - DRP Service Agreement  
with IOUs

Attachment 3: Commission's DRP Registration Form

cc: Service List A.14-06-001, et al.

# 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: Kingsley Cheng

Phone #: (415) 973-5265

E-mail: k2c0@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) #: **4742-E, et al.**

Tier: **2**

Subject of AL: **Pacific Gas and Electric Company, Southern California Edison Company, and San Diego Gas & Electric Company's Proposed Modifications to Rule 24 and Related Documents.**

Keywords (choose from CPUC listing): Rules, Forms, and 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 #: N/A

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: \_\_\_\_\_

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

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

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

Resolution Required?  Yes  No

Requested effective date: **December 20, 2015**

No. of tariff sheets: **34**

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

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

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

Tariff schedules affected: **Electric Rule 24, Electric Form 79-1152, and Electric Form 79-1160**

Service affected and changes proposed: N/A

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

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

**California Public Utilities Commission**  
**Energy Division**  
**EDTariffUnit**  
**505 Van Ness Ave., 4<sup>th</sup> Flr.**  
**San Francisco, CA 94102**  
**E-mail: [EDTariffUnit@cpuc.ca.gov](mailto:EDTariffUnit@cpuc.ca.gov)**

**Pacific Gas and Electric Company**  
**Attn: Erik Jacobson**  
**Director, Regulatory Relations**  
**c/o Megan Lawson**  
**77 Beale Street, Mail Code B10C**  
**P.O. Box 770000**  
**San Francisco, CA 94177**  
**E-mail: [PGETariffs@pge.com](mailto:PGETariffs@pge.com)**

<b>Cal P.U.C. Sheet No.</b>	<b>Title of Sheet</b>	<b>Cancelling Cal P.U.C. Sheet No.</b>
35813-E	ELECTRIC RULE NO. 24 DIRECT PARTICIPATION DEMAND RESPONSE Sheet 2	33695-E
35814-E	ELECTRIC RULE NO. 24 DIRECT PARTICIPATION DEMAND RESPONSE Sheet 3	33696-E
35815-E	ELECTRIC RULE NO. 24 DIRECT PARTICIPATION DEMAND RESPONSE Sheet 4	33697-E
35816-E	ELECTRIC RULE NO. 24 DIRECT PARTICIPATION DEMAND RESPONSE Sheet 5	
35817-E	ELECTRIC RULE NO. 24 DIRECT PARTICIPATION DEMAND RESPONSE Sheet 6	33698-E
35818-E	ELECTRIC RULE NO. 24 DIRECT PARTICIPATION DEMAND RESPONSE Sheet 7	33699-E
35819-E	ELECTRIC RULE NO. 24 DIRECT PARTICIPATION DEMAND RESPONSE Sheet 8	33700-E
35820-E	ELECTRIC RULE NO. 24 DIRECT PARTICIPATION DEMAND RESPONSE Sheet 9	33701-E
35821-E	ELECTRIC RULE NO. 24 DIRECT PARTICIPATION DEMAND RESPONSE Sheet 10	33702-E
35822-E	ELECTRIC RULE NO. 24 DIRECT PARTICIPATION DEMAND RESPONSE Sheet 11	33703-E
35823-E	ELECTRIC RULE NO. 24 DIRECT PARTICIPATION DEMAND RESPONSE Sheet 12	33704-E
35824-E	ELECTRIC RULE NO. 24 DIRECT PARTICIPATION DEMAND RESPONSE Sheet 13	33705-E

**ATTACHMENT 1  
Advice 4742-E**

<b>Cal P.U.C. Sheet No.</b>	<b>Title of Sheet</b>	<b>Cancelling Cal P.U.C. Sheet No.</b>
35825-E	ELECTRIC RULE NO. 24 DIRECT PARTICIPATION DEMAND RESPONSE Sheet 14	33706-E
35826-E	ELECTRIC RULE NO. 24 DIRECT PARTICIPATION DEMAND RESPONSE Sheet 15	33707-E
35827-E	ELECTRIC RULE NO. 24 DIRECT PARTICIPATION DEMAND RESPONSE Sheet 16	33708-E
35828-E	ELECTRIC RULE NO. 24 DIRECT PARTICIPATION DEMAND RESPONSE Sheet 17	33709-E
35829-E	ELECTRIC RULE NO. 24 DIRECT PARTICIPATION DEMAND RESPONSE Sheet 18	33710-E
35830-E	ELECTRIC RULE NO. 24 DIRECT PARTICIPATION DEMAND RESPONSE Sheet 19	33711-E
35831-E	ELECTRIC RULE NO. 24 DIRECT PARTICIPATION DEMAND RESPONSE Sheet 20	33712-E
35832-E	ELECTRIC RULE NO. 24 DIRECT PARTICIPATION DEMAND RESPONSE Sheet 21	33713-E
35833-E	ELECTRIC RULE NO. 24 DIRECT PARTICIPATION DEMAND RESPONSE Sheet 22	33714-E
35834-E	ELECTRIC RULE NO. 24 DIRECT PARTICIPATION DEMAND RESPONSE Sheet 23	33715-E
35835-E	ELECTRIC RULE NO. 24 DIRECT PARTICIPATION DEMAND RESPONSE Sheet 24	33716-E
35836-E	ELECTRIC RULE NO. 24 DIRECT PARTICIPATION DEMAND RESPONSE Sheet 25	33717-E

**ATTACHMENT 1  
Advice 4742-E**

<b>Cal P.U.C. Sheet No.</b>	<b>Title of Sheet</b>	<b>Cancelling Cal P.U.C. Sheet No.</b>
35837-E	ELECTRIC RULE NO. 24 DIRECT PARTICIPATION DEMAND RESPONSE Sheet 26	33718-E
35838-E	ELECTRIC RULE NO. 24 DIRECT PARTICIPATION DEMAND RESPONSE Sheet 27	33719-E
35839-E	ELECTRIC RULE NO. 24 DIRECT PARTICIPATION DEMAND RESPONSE Sheet 28	33720-E
35840-E	ELECTRIC RULE NO. 24 DIRECT PARTICIPATION DEMAND RESPONSE Sheet 29	33721-E
35841-E	ELECTRIC RULE NO. 24 DIRECT PARTICIPATION DEMAND RESPONSE Sheet 30	33722-E
35842-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	33723-E
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**ELECTRIC RULE NO. 24**  
 DIRECT PARTICIPATION DEMAND RESPONSE

Sheet 2

**A. APPLICABILITY**

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 (DRP) or a retail customer to participate or "bid-in" directly into the CAISO wholesale market for compensation by the CAISO, in accordance with the market awards and dispatch instructions established by the CAISO. (T)

DRP DR Services under this Rule are subject to the dual participation rules. As a general rule, DRPs are prohibited from registering customer accounts that are already registered with another DRP or that are participating in a PG&E event-based demand response program(s). (See Section C.2.d for detailed rules) (T)

1. Entities and Services Subject to Rule 24

- a. PG&E acting on behalf of its customers as the Load Serving Entity (LSE), DRP, Utility Distribution Company (UDC), Meter Data Management Agent (MDMA), or Meter Service Provider (MSP).
- b. Affiliates of PG&E acting as a DRP
- c. Non-Utility affiliated DRPs enrolling PG&E 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), or Community Choice Aggregation (CCA) Service customers,
- b. DA, or CCA Service customers acting as a DRP for their own load,
- c. Electric Service Providers (ESPs) and CCAs acting as a LSE for DA, or CCA Service customers,
- d. Non-Utility affiliated MDMAs and MSPs 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.

(Continued)



**ELECTRIC RULE NO. 24**  
 DIRECT PARTICIPATION DEMAND RESPONSE

Sheet 3

**B. DEFINITIONS**

Certain specific terms used in this Rule are defined below. Additional definitions for more widely used terms in PG&E'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".

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| 2. <b>AGGREGATOR:</b> An entity that contracts with end-use customers in multiple locations to help provide them with DR Services. For instance, an Aggregator will consolidate customers' loads so that they may be put into a single CAISO demand response resource. An Aggregator will also generally perform customer-facing functions such as customer marketing, communications and payments for participation. An Aggregator might utilize a CAISO DRP to bid DR resources into the CAISO market or elect to become a CAISO DRP itself. | (N)<br> <br> <br> <br> <br> <br> <br>(N) |
| 3. <b>CAISO's DR Service:</b> 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 markets.  | (T)<br><br>(T)<br><br>(D)                |
| 4. <b>CAISO DEMAND RESPONSE PROVIDER (CAISO-DRP):</b> An entity that is responsible for delivering certain DR Services into the CAISO's wholesale market and which has undertaken, in writing, by execution of the applicable agreement to comply with all applicable provisions of the CAISO Tariff. CAISO-DRP functions generally include registering customer service accounts or agreements in the Demand Response Registration System (DRRS) and working with a Scheduling Coordinator to bid into and settle with the CAISO market.      | (N)<br> <br> <br> <br> <br> <br> <br>(N) |

(Continued)



**ELECTRIC RULE NO. 24**  
 DIRECT PARTICIPATION DEMAND RESPONSE

Sheet 4

**B. DEFINITIONS (CONT'D.)**

- 5. CPUC DEMAND RESPONSE PROVIDER (DRP): An entity that is responsible for performing any or all of the functions associated with either a CAISO-DRP and/or an Aggregator. DRPs must register with the CPUC and CAISO DRPs must also register with the CAISO. Unless otherwise specifically stated, all references to "DRP" herein shall refer to this definition. (N)  
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 (N)
  
- Any of the following entities may elect to become a DRP: PG&E, non-Utility entities such as Electric Service Providers (ESPs) 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). Unless otherwise specifically stated, all references to "DRP" herein shall refer to all of these entities. (L)  
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 (L)
- 6. DEMAND RESPONSE (DR): The load reduction and/or increase by retail customers in response to a signal or pricing mechanism. Currently under this tariff, Demand Response is bid into the wholesale market as a Proxy Demand Resource or a Reliability Demand Response Resource as defined and offered under CAISO tariffs. (T)/(L)  
 (N)  
 |  
 |  
 (N)
- 7. DEMAND RESPONSE (DR) SERVICE: DR Service in this Rule generally refers to demand response activities associated with a DRPs or a customer's direct participation in the CAISO's wholesale market where a retail customer, either on its own or enrolled in a DRPs DR Service, changes its electric demand in accordance with the market awards and dispatch instructions established by the CAISO. (T)  
 (T)
- 8. DRPs 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). (T)
- 9. EVENT-BASED DEMAND RESPONSE: The dispatchable load reduction or increase by retail customers in response to a day-ahead or day-of event signal. (T)
- 10. 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. (T)

(Continued)



**ELECTRIC RULE NO. 24**  
 DIRECT PARTICIPATION DEMAND RESPONSE

Sheet 5

**B. DEFINITIONS (CONT'D.)**

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| 11. 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 by the CAISO 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.                      | (T)/(L)<br>(L)<br> <br> <br> <br>(L) |
| 12. RELEVANT CAISO DEMAND RESPONSE SYSTEMS (Relevant Systems): One or more of the information technology (IT) systems that the CAISO uses to complete the necessary steps to allow DRPs to provide DR Services under its tariff. These systems include but are not limited to the CAISO's Demand Response System and the Demand Response Registration System and their successors. User Guides can be found on the CAISO's website (www.caiso.com) | (N)<br> <br> <br> <br> <br>(N)       |
| 13. RESOURCE REGISTRATION: One or more retail customer accounts that have been entered as a single resource into the CAISO's Relevant Systems by a DRP.  | (T)/(L)<br>(T)/(L)<br>(L)<br>(L)     |
| 14. 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.  | (T)/(L)<br>(L)<br> <br> <br>(L)      |
| 15. 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.   | (T)/(L)<br>(L)<br> <br> <br>(L)      |
| 16. SUB-LAP (S-LAP): A CAISO defined subset of PNodes within a Default Load Aggregation Point (DLAP).  | (T)/(L)<br>(L)<br>(L)                |
| 17. 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)).   | (T)/(L)<br>(L)<br> <br> <br>(L)      |
| 18. UNIQUE CUSTOMER IDENTIFIER: An identifier assigned by the UDC and entered into the CAISO's Relevant Systems 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 or service agreement.   | (T)/(L)<br>(T)/(L)<br>(L)<br>(T)/(L) |

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**ELECTRIC RULE NO. 24**  
**DIRECT PARTICIPATION DEMAND RESPONSE**

Sheet 6

**B. DEFINITIONS (CONT'D.)**

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19. 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. PG&E is the applicable UDC under this Rule.

Herein, the "Utility" is PG&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 PG&E

a. Non-Discrimination and Competitive Neutrality

(1) Neutral Discharge of Responsibilities

PG&E, 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).

Unless otherwise authorized by the California Public Utilities Commission (CPUC or Commission), the Federal Energy Regulatory Commission (FERC), or the affiliate transactions rules<sup>1</sup>, PG&E 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 PG&E services than other, unaffiliated, service providers would receive, including, but not limited to, terms and conditions, information, pricing or timing.

<sup>1</sup> D.97-12-088, 77 CPUC 2d 422, 449, as amended by D.98-08-035, 81 CPUC 2d 607 and D.98-12-075, 84 CPUC 2d 155, D.06-06-062 and D.06-12-029.

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**ELECTRIC RULE NO. 24**  
**DIRECT PARTICIPATION DEMAND RESPONSE**

Sheet 7

**C. GENERAL TERMS (CONT'D.)**

(L)

1. General Obligations of PG&E (Cont'd.)

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

(2) Non-Discriminatory Response to Requests for PG&E Services

PG&E, acting in any capacity, shall process requests for similar PG&E 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. PG&E shall provide non-discriminatory access to its meter data, where available, to third-party DRPs when authorized by customer. In particular, PG&E 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 PG&E from unaffiliated DRPs, or from the CAISO about the DRPs or their customers, in connection with PG&E's performance of its duties to implement and administer the DRP's use of PG&E's bundled load for DR Services shall be limited to PG&E staff who are responsible for performing PG&E's non-DRP responsibilities under this Rule. Such confidential, competitive information shall not be used to promote PG&E's services to its customers or customers of its affiliates.

PG&E staff receiving such confidential, competitive information from the DRPs or the CAISO in the discharge of PG&E's roles and responsibilities as a non-DRP shall not share such confidential, competitive information with other individuals in PG&E who are also responsible for discharging PG&E's roles and responsibilities as a DRP under this Rule.

b. Timeliness and Due Diligence

Consistent with state law and CPUC decisions, PG&E 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.

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(Continued)





**ELECTRIC RULE NO. 24**  
**DIRECT PARTICIPATION DEMAND RESPONSE**

Sheet 9

**C. GENERAL TERMS (CONT'D.)**

(L)

1. General Obligations of PG&E (Cont'd.)

f. KYZ Pulse Installations

Upon the request of and payment by the customer or its agent, PG&E, 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 the information from such a device 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 notification of termination, to allow for financial settlements to occur.

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 PG&E, 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 PG&E 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 Relevant Systems. PG&E 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 qualify to act in that capacity.

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**ELECTRIC RULE NO. 24**  
**DIRECT PARTICIPATION DEMAND RESPONSE**

Sheet 10

**C. GENERAL TERMS (CONT'D.)**

(L)

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

d. Dual Participation

DRPs are prohibited from placing a customer's service account into a Resource Registration in the CAISO's Demand Response (DR) System 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.

Non-Utility DRPs are also prohibited from enrolling and registering a customer service account in DR Services if the customer is already enrolled in a PG&E event-based demand response program. The customer can disenroll from the PG&E program at any time if it withdraws to enroll in a DRP service.

When a DRP is notified by PG&E via its CISR-DRP process that a customer is already enrolled in a PG&E event-based DR program, it is the notified DRP's obligation to ensure that the customer has disenrolled from PG&E's event-based demand response program before placing the customer service account in the notified DRP's Resource Registration in the CAISO's Relevant System for the same period. The effective date to disenroll that customer from its current program to enroll it in DRP's DR Service will be established in accordance with PG&E's demand response program rules and its Electric Rule 12.

(L)  
(T)/(L)  
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In the event of a conflict between PG&E's DR program specific requirements and its Electric Rule 12, the program's tariff requirements will apply.

For instance, a customer who is currently participating in a PG&E event-based demand response program and wishes to enroll with a non-Utility DRP DR Service must first disenroll from PG&E's program. Disenrollment will be subject to any contractual or program obligations currently in effect with PG&E's demand response program.

Similarly, if a customer is currently registered at the CAISO for DR Services, that customer must be disenrolled prior to that customer's participation in either another DRP's Resource Registration or a PG&E event-based demand response program. However, a DRP is not prohibited from also enrolling and registering its own customers for other DR Service(s) that it offers. It is the DRP's obligation to ensure the DRP's Resource Registrations do not conflict with the CAISO rules on DR Services.

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**ELECTRIC RULE NO. 24**  
**DIRECT PARTICIPATION DEMAND RESPONSE**

Sheet 11

**C. GENERAL TERMS (CONT'D.)**

(L)

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

d. Dual Participation (Cont'd)

Customers enrolled in PG&E's Peak Day Pricing program will be automatically disenrolled from the program upon a non-Utility DRP Resource Registration that includes the customer service account and that has been given a "Confirmed" status by the CAISO. Under PG&E's Electric Rule 12, the earliest disenrollment date for Peak Day Pricing is the customer's next meter read date. Therefore, the Start Date of a non-Utility DRP Resource Registration for the customer service account that is enrolled in Peak Day Pricing should be on the next or future meter read date.

PG&E shall provide a one-digit meter read cycle letter to the non-Utility DRP via Form 79-1152 (CISR-DRP) as also described in Section D.1.a. It is the DRPs' obligation to use the cycle letter and match it for the customer service account's next or future meter read date(s) from PG&E's meter reading schedules. PG&E's meter reading schedules can be found in <http://www.pge.com/myhome/customerservice/smartmeter/analogmeters/schedule/>.

If a customer is a residential or small commercial customer, non-Utility DRPs shall notify the customer prior to the Resource Registration in the CAISO Relevant System through the Customer Notification Form Letter, required in Section C.7, that the customer will be disenrolled from Peak Day Pricing and may lose bill protection, if applicable.

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 (T)/(L)  
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When PG&E is acting as a DRP, it is obligated to ensure that the customer has disenrolled from 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 DR Services.

f. Notification of Customer Enrollment in DR DR Service

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

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 (L)

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**ELECTRIC RULE NO. 24**  
**DIRECT PARTICIPATION DEMAND RESPONSE**

Sheet 13

**C. GENERAL TERMS (CONT'D.)**

(L)

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 DRPs' 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

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 PG&E customers who are eligible for service under one of its residential rate schedules. Small Commercial customers are defined as any non-residential customers with a maximum billing peak demand of less than 20 kilowatt (kW). Non-Utility DRPs intending to enroll Residential and Small Commercial customers in DR Services are required to meet additional CPUC requirements before submitting such customer service accounts for Resource Registration at the CAISO Relevant System. These DRPs must obtain approval from the CPUC's Energy Division for a Customer Notification Form Letter (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. If the customer is enrolled in PG&E's Peak Day Pricing program, the Form Letter shall also provide the estimated disenrollment date from Peak Day Pricing and that the customer may lose bill protection, if applicable. The disenrollment date shall be on the customer's next or future meter read date (see Section C.2.d)

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**ELECTRIC RULE NO. 24**  
**DIRECT PARTICIPATION DEMAND RESPONSE**

Sheet 15

**D. ACCESS TO CUSTOMER DATA**

(L)

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

PG&E will provide confidential customer-specific information and usage data for a bundled, DA or CCA service customer to parties specified by that customer, subject to PG&E's Rule 27, 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 Service Account information, including service address and rate schedule.

(L)

(2) Up to 1 year of historical interval data, as it is available.

(T)/(L)

(3) Unique Customer Identifier to track customer service account in CAISO Relevant Systems. This information will be provided to the customer's Load Serving Entity (LSE) too if different from PG&E.

(L)

(T)/(L)

(D)

(D)

(4) Customer one-digit meter read cycle letter for purposes of verifying Meter Read Date and date to begin DR Service.

(L)

(L)

(D)

(5) Ongoing monthly interval usage data

(L)

(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 CISR-DRP is received, PG&E shall also transmit the following data, defined as Confidential Information in the DRP Service Agreement (Form 79-1160), to the non-Utility DRP:

(1) Confidential end-user information such as customer's service voltage, the sub-Load Aggregation Point (sub-LAP) and Pricing node (Pnode), Local Capacity Area, the identity and contact information of customer's LSE, MDMA and MSP.

(L)

(T)/(L)

(L)

(2) PG&E's demand response program(s) and tariff schedule(s) in which the service account(s) are currently enrolled and the estimated date of when the customer may be eligible to participate in DR Service without

(L)

(L)

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**ELECTRIC RULE NO. 24**  
**DIRECT PARTICIPATION DEMAND RESPONSE**

Sheet 16

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

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

b. When a CISR-DRP is received, PG&E shall also transmit the following data, defined as Confidential Information in the DRP Service Agreement (Form 79-1160), to the non-Utility DRP (Cont'd):

(2) direct financial consequence from PG&E. Applicable PG&E demand response tariffs include: PG&E's Schedule(s) E-RSAC, E-CSAC, E-DBP, E-SLRP, E-OBMC, E-CBP, E-RSMART, E-BIP and PG&E's Aggregator Managed Portfolio (AMP). PG&E will also indicate if account(s) listed above is participating in the Peak Day Pricing option of its applicable rate schedule.

PG&E shall also provide information, as it is available, on the earliest eligible date(s) on which the customer can leave its current program without any contractual or program obligations under the terms and conditions of the tariff that may result in financial or tariff implications such as but not limited to, losing bill protection or incentive payments, return of received incentives, and/or penalties.

(3) Basic meter information including the meter number, the type of meter and the intervals currently being collected by the meter.

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, PG&E 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.

d. When a CISR-DRP is received by PG&E, the customer also:

(1) Grants the DRP permission to request that PG&E shorten the interval length of its electric meter(s), as made available by PG&E, for the Service Agreement(s) listed above (when PG&E is the Meter Service Provider for the Service Agreement(s)).

(2) Acknowledges and Authorizes that if it is on Peak Day Pricing (PDP), it will automatically be unenrolled from PDP when a DRP enters its Service Agreement into the CAISO's Relevant System and will bear any resulting financial consequences, including without limitation, loss of bill protection, incentive payments, and return of incentives.

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**ELECTRIC RULE NO. 24**  
**DIRECT PARTICIPATION DEMAND RESPONSE**

Sheet 17

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

(L)

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. If the customer makes no election, Utility will assume that customer authorization is for an indefinite period of time per CPUC Resolution E-4599.

In the event that the customer, not the non-Utility DRP on the customer's behalf, revokes access to customer meter data, PG&E shall provide the non-Utility DRP with immediate notice of the revocation.

Under Option (3), it is the non-Utility DRP's responsibility to notify PG&E to terminate the 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, PG&E 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 PG&E is acting as the MDMA, if daily meter data is available through PG&E's portals, the daily meter data will not be RQMD. RQMD data will be available on a monthly basis. When Open ADE is available to PG&E, the tariff for Open ADE will govern the provision of daily meter data.

2. Access to Direct Access or CCA Service Customer Data when PG&E is the DRP but not the MDMA

a. PG&E, 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 PG&E's charges or services should be directed to PG&E.

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**ELECTRIC RULE NO. 24**  
**DIRECT PARTICIPATION DEMAND RESPONSE**

Sheet 18

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

(L)

3. Customer Inquiries Concerning Billing-Related Issues (Cont'd)

- 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.

4. Customer Inquiries Related to Emergency Situations and Outages

- a. PG&E 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 PG&E.
- b. It may be necessary for PG&E to shed or curtail customer load at the request of the CAISO, or as otherwise provided by CPUC authorized tariffs. PG&E shall provide notice to the non-Utility DRP of such curtailments as soon as practical, however PG&E 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 PG&E's operation procedures.
- c. PG&E 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 DR Services in PG&E's service territory.

1. CPUC Registration Requirements

- a. Execute a Demand Response Provider Service Agreement (DRP Service Agreement – Form No 79-1160) with PG&E.
- b. Satisfy PG&E's credit requirements as specified in Section H.
- c. Register with the CPUC and maintain a valid DRP registration at the CPUC.

(L)

(Continued)



**ELECTRIC RULE NO. 24**  
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Sheet 19

**E. DRP DR SERVICE ESTABLISHMENT (CONT'D)**

1. CPUC Registration Requirements (Cont'd)

- d. Complete the CPUC DRP Registration Application Form. DRPs enrolling PG&E'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 an amount 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 PG&E Bundled Service customers must:

- a. Execute the necessary service agreements for registering resources with the CAISO.
- b. Meet all the 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.

(Continued)



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 DIRECT PARTICIPATION DEMAND RESPONSE

Sheet 20

**E. DRP DR SERVICE ESTABLISHMENT (CONT'D)**

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 an analogous platform to communicate with PG&E 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 PG&E to communicate meter reading and usage data.
- b. The DRP must have the capability to exchange data with PG&E via the Internet. Alternative arrangements to EDI may be allowed if mutual agreement is made between PG&E and the DRP.
- c. The DRP must have the capability to perform EDI transactions, and enter into appropriate agreements related thereto.

**F. METERING SERVICES**

Metering 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 PG&E 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 PG&E 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 PG&E smart meter deployment. In this instance, the customer and DRP can elect to begin DRP DR Services after PG&E completes its deployment of PG&E 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 and metering service related back-office capability are readily available from PG&E, PG&E will provide this meter at an additional CPUC-approved fee.

(Continued)



**ELECTRIC RULE NO. 24**  
 DIRECT PARTICIPATION DEMAND RESPONSE

Sheet 21

**F. METERING SERVICES (CONT'D.)**

(L)

1. Meter Changes (Cont'd.)

b. (Cont'd.)

(1) For Bundled Service and CCA Service accounts with a maximum demand of 200 kW or greater for at least one month in the past 12 billing months, PG&E will provide and install the metering and communication equipment at no cost to the customer.

(2) For Bundled Service and 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 PG&E 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 PG&E SmartMeter requirements meet CAISO DR Services metering standards, wait until a PG&E SmartMeter is installed and remote-read enabled.

c. For Direct Access service accounts where PG&E is the Meter Data Management Agent (MDMA), no incremental fees under this rule are required. Metering services shall be provided pursuant to Electric Rule 22.

d. For Direct Access service accounts where PG&E 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. PG&E 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. PG&E shall endeavor to complete the meter change request within fifteen (15) days in the absence of a meter installation backlog or other circumstances beyond PG&E's control such as, but not limited to, delays in the installation of a communication line to the meter. PG&E 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, PG&E will endeavor to accommodate the request. The fee shall be consistent with fees adopted by the CPUC.

(L)

(Continued)





**ELECTRIC RULE NO. 24**  
 DIRECT PARTICIPATION DEMAND RESPONSE

Sheet 23

**F. METERING SERVICES (CONT'D.)**

(L)

2. MDMA Services Performed by PG&E (Cont'd.)

d. PG&E shall provide RQMD customer data to the DRP in accordance with standards adopted in the DASMMMD or other standards in compliance with the CAISO's applicable requirement, for the DRP's or its agent's consolidation into SQMD for the CAISO. PG&E shall be liable for providing timely and accurate RQMD to the non-Utility DRP or its designated agent to facilitate final meter data submission in accordance with the CAISO's tariff. If the MDMA is found, through the CPUC's remedy and dispute resolution process, to have failed to comply fully with the applicable requirements for submission of timely and accurate RQMD so as to be the sole fault for the ability for the DRP or its agent to comply fully with the applicable CAISO requirements, the MDMA shall be held liable, limited to the penalties imposed by the CAISO upon the non-Utility DRP or its Scheduling Coordinator (SC) due to the non-compliance.

3. MSP Services performed by PG&E

When acting as an MSP, PG&E shall, on a non-discriminatory basis, ensure that the revenue meter equipment is accurate within acceptable limits as specified in PG&E's applicable rules, and provide testing as necessary to maintain this standard. PG&E 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 PG&E has the expertise and technical resources to install or assist with installation of the required telemetry solution or communication solution, PG&E may install or assist the DRP to facilitate the installation of 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. PG&E, as an MSP, may charge the DRP for metering services only to the extent such charges are authorized by the CPUC.

(L)

(Continued)









**ELECTRIC RULE NO. 24**  
**DIRECT PARTICIPATION DEMAND RESPONSE**

Sheet 26

**H. NON-UTILITY DRP CREDIT REQUIREMENTS REQUIRED BY PG&E (CONT'D.)** (L)

2. The non-Utility DRP may establish its creditworthiness with PG&E 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 PG&E 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 PG&E 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 PG&E 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 PG&E prior to the DRP's participation in DRP DR Service.

c. Security Deposit Payment Timetable

Non-Utility DRPs are obligated to post security deposits with PG&E prior to receiving certain services from PG&E which help facilitate their DR activities. PG&E 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 PG&E providing its services to the non-Utility DRP for DR activities.

d. Interest on Cash Deposit

PG&E will pay interest on cash deposits as described in its Electric Rule 7. (L)

(Continued)



**ELECTRIC RULE NO. 24**  
**DIRECT PARTICIPATION DEMAND RESPONSE**

Sheet 27

**H. NON-UTILITY DRP CREDIT REQUIREMENTS REQUIRED BY PG&E (CONT'D.)** (L)

2. The non-Utility DRP may establish its creditworthiness with PG&E 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 PG&E 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 PG&E upon request. In the event PG&E 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 PG&E 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 PG&E'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 creditworthiness 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 E-DRP 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, PG&E or the customer, expeditiously. However, entities seeking damages related to this Rule must do so in court.

(Continued)



**ELECTRIC RULE NO. 24**  
 DIRECT PARTICIPATION DEMAND RESPONSE

Sheet 28

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

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

Pursuant to the Commission's authority provided by California Public Utilities Code Sections 451, and 701 through 702, the CPUC's enforcement authority includes; but is not limited to, suspension or revocation of non-Utility DRP registration and imposition of penalties and/or fines after appropriate due process. The CPUC's Consumer Affairs Branch (CAB) shall process and report to the Commission all informal consumer complaints against non-Utility DRPs on a quarterly basis.

If CAB staff determines, after consultation with Energy Division staff and facilitating mediation between a retail customer complainant and a non-Utility DRP, that a resolution cannot be reached, the complaint may be escalated to the CPUC's Safety and Enforcement Division (SED). SED may consider taking appropriate enforcement action, including proposing for Commission consideration the suspension and/or revocation of the non-Utility DRP's registration, and fines and/or penalties against the non-Utility DRP. SED will notify the non-Utility DRP, the CAISO, the relevant LSEs, and the UDC of such pending adverse action. The non-Utility DRP that is the subject of the SED action may respond to such action consistent with the procedures provided in the Commission's Rules of Practice and Procedure.

This process does not exclude alternative means of investigation of complaints regarding non-Utility DRPs as provided by the CPUC's Rules of Practice and Procedure. Information regarding formal and informal complaint processes is available through the CPUC's Public Advisor's Office or at [www.cpuc.ca.gov](http://www.cpuc.ca.gov).

Grounds for potential suspension or revocation of non-Utility DRP's registration and/or penalties or fines are based on the statutes cited in this section and the Commission Decisions (D.)12-11-025 and 13-12-029. Examples of conduct that may violate these authorities include, but are not limited to:

- a. Forgery of Rule 24 forms and other required documents;
- b. Use of deceptive or unclear advertisements or terms and conditions in contracts;
- c. Improper registration for servicing residential and small commercial customers (see DRP Registration Application Form);
- d. Failure in notifying customers when servicing residential and small commercial customers (see Section C.7);
- e. Failure in notifying PG&E and other impacted entities of a customer discontinuation of DR Services (see Section G.3);
- f. Violation of dual participation rules (see Section C.2.d)
- g. Non-payment of PG&E fees or credit/performance bond lapse. (see Sections E.1 and H).

(Continued)



**ELECTRIC RULE NO. 24**  
 DIRECT PARTICIPATION DEMAND RESPONSE

Sheet 29

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

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

- h. Unauthorized data transfer of customer specific data to others (see Section D.1.d);
- i. Invalid DRP Service Agreement (Form 79-1160) with PG&E and the CAISO (see Section E);
- j. Failure to fulfill the mutually agreed-upon terms and conditions, e.g., non-payment to the enrolled customers for services rendered (See Customer Notification Form Letter).
- k. Provision of faulty or misleading equipment/data to the customer by the DRP to the detriment of the customer.

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](http://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
- (CCA) - Community Choice Aggregation
- (CISR-DRP) - Customer Information Service Request for Demand Response Providers (L)  
(T)/(L)  
(T)/(L)
- (CPUC) - California Public Utilities Commission (L)
- (DA) - Direct Access (L)

(Continued)



**ELECTRIC RULE NO. 24**  
 DIRECT PARTICIPATION DEMAND RESPONSE

Sheet 30

- J. ACRONYMS (CONT'D.)** (L)
- (DASMMD) - Direct Access Standards for Metering and Meter Data
  - (DLAP) - Default Load Aggregation Point
  - (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 (L)

(Continued)



**ELECTRIC SAMPLE FORM 79-1152** Sheet 1  
AUTHORIZATION OR REVOCATION OF AUTHORIZATION TO DISCLOSE  
CUSTOMER INFORMATION TO A DEMAND RESPONSE PROVIDER UNDER  
RULE 24

**Please Refer to Attached  
Sample Form**

Advice Letter No: 4742-E  
Decision No.

Issued by  
**Steven Malnight**  
Senior Vice President  
Regulatory Affairs

Date Filed November 20, 2015  
Effective \_\_\_\_\_  
Resolution No. \_\_\_\_\_



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

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

Pacific Gas and Electric Company's (PG&E's) Electric Rule 27 and its corresponding privacy policies, accessed at [www.pge.com/about/company/privacy/customer](http://www.pge.com/about/company/privacy/customer), generally do not allow for the disclosure of your personal information, 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. This form allows you to exercise your right to disclose your personal electricity-related information to up to two third-party Demand Response Providers (DRPs) so that you may obtain Demand Response services offered by DRP(s) pursuant to PG&E's Electric Rule 24, which can be accessed at [www.pge.com/tariffs/tm2/pdf/ELEC\\_RULES\\_24.pdf](http://www.pge.com/tariffs/tm2/pdf/ELEC_RULES_24.pdf). In some cases two different DRPs may work in concert to help a customer obtain Rule 24 Demand Response services. Accordingly, this form allows for disclosure of information about you to both a First Party DRP *and* an (optional) Second Party DRP. Alternatively, each DRP party may submit their own CISR-DRP forms with your consent to receive personal information about you. Once you authorize access by the DRP(s) to your personal information, you are responsible for ensuring that the DRP(s) safeguards this information from further disclosure without your consent.

This form also grants the First Party DRP the ability to request that PG&E make limited changes to the PG&E electric meter(s) serving your Service Agreement(s), as specified in Section B below.

I, (Customer),

Customer Name According To PG&E Records			
Contact First Name			
Contact Last Name			
Title (If Applicable)			
Mailing Address			
Mailing City		Mailing State	
Mailing Country		Postal Code	
E-Mail Address		Phone Number	

do hereby  AUTHORIZE  REVOKE (check only one) the following DRP(s):

Name of First Party DRP		PG&E Rule 24 ID	
Contact First Name			
Contact Last Name			
Mailing Address			
Mailing City		Mailing State	
Mailing Country		Postal Code	
E-Mail Address		Phone Number	



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

*(Complete the following table only if the customer is authorizing data to be additionally released to a separate DRP)*

Name of Second Party DRP		PG&E Rule 24 ID	
Contact First Name			
Contact Last Name			
Mailing Address			
Mailing City		Mailing State	
Mailing Country		Postal Code	
E-Mail Address		Phone Number	

Access to the following electric Service Agreements:

SERVICE ADDRESS	SERVICE CITY	SERVICE AGREEMENT ID

*(You can include an additional 15 service agreements by attaching a list to this form.)*

To grant DRP(s) access to your personal information, please complete Sections A through I. If your authorization is being revoked, please complete Sections J or K (as applicable).

**A. MANDATORY INFORMATION AUTHORIZED**

I, (Customer), authorize PG&E to disclose to the above DRP(s) the following information for the above Service Agreement(s). The timeframe for this Authorization is specified in Section C.

1. Customer Account information, Service Agreement ID, including service address and rate schedule,
2. Unique number(s) to track your service agreement(s) in the CAISO's Relevant Systems (also to be provided to your LSE),
3. Customer's meter read cycle letter,
4. Service voltage,
5. Meter number and meter type,
6. Location of the Service Agreement on the CAISO-controlled grid (including Sub-LAP, PNode, Local Capacity Area),
7. Meter Data Management Agent (MDMA),
8. Meter Service Provider (MSP),
9. Load Serving Entity (LSE),
10. Access to historical and ongoing monthly electric meter usage data for bill calculation,
11. Access to historical and ongoing electric meter interval data,





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

12. PG&E Demand Response program(s), tariff schedule(s), and tariff options in which the Service Agreement(s) are currently enrolled and the estimated earliest eligible date(s) on which I can leave my current PG&E Demand Response program or tariff option, if any, without any contractual or program obligations under the terms and conditions of the tariff that may result in financial or tariff implications such as, but not limited to, losing bill protection or incentive payments, return of received incentives, and/or penalties.

B. MANDATORY ACTS AUTHORIZED

1. I, (Customer), grant the First Party DRP permission to request that PG&E shorten the interval length of my electric meter(s), as made available by PG&E, for the Service Agreement(s) listed above (when PG&E is the Meter Service Provider for the Service Agreement(s)). The timeframe for this Authorization is specified in Section C below.

2. I, (Customer), understand and agree that if I am on Peak Day Pricing (PDP), then I will automatically be unenrolled from PDP when either the First or Second Party DRP enters my Service Agreement into the CAISO's Demand Response systems. I agree to bear any resulting financial consequences, including without limitation, loss of bill protection, incentive payments, and return of incentives. The timeframe for this Authorization is specified in Section C below.

C. TIMEFRAME OF AUTHORIZATION

I, (Customer), authorize the MANDATORY INFORMATION and ACTS AUTHORIZED as specified in Sections A and B for the timeframe specified below or until my authorization has been revoked. I further understand and agree that PG&E may transmit data to the First or Second Party DRP(s) even after the Authorization has ended. Such post-Authorization data transfers will be limited to updates to the data for the time period during which this Authorization was valid. In all cases, the Authorization for a Service Agreement will be automatically revoked when the Service Agreement is closed. (Check only one option below.)

- Beginning (mm/dd/yyyy) and continuing until (mm/dd/yyyy).
Indefinitely until I revoke this Authorization. This revocation will apply to both the First and Second Party DRP(s) (if applicable).
Indefinitely until the First or Second DRP instructs, or I instruct, PG&E to revoke the Authorization. A revocation submitted by any one party shall revoke the Authorization for all of the other parties.

D. TRANSMITTAL OF RELEASED CUSTOMER INFORMATION

The daily interval data and monthly electric meter usage data for bill calculations will be delivered via PG&E's Share My Data platform.

The remaining information (other than daily interval and monthly usage data) will be delivered via one of the following methods: (check only one)

- Hard copy via US Mail:
Facsimile at this telephone number:
Secured email or electronic format via a secured data transmission platform.

E. JURISDICTION OF CPUC

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

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

**F. CUSTOMER AUTHORIZATION**

I, (Customer), declare under penalty of perjury under the laws of the State of California that I am authorized to execute this agreement on behalf of the Customer of Record listed at the top of this form and that I have authority to financially bind the Customer of Record. I understand PG&E reserves the right to verify any authorization request submitted before releasing information or taking any action on my behalf. I authorize PG&E to release the requested information specified in Sections A and B for my Service Agreement(s) to the above-designated DRP(s). I hereby release, hold harmless, and indemnify PG&E from any liability, claims, demands, and causes of action, damages, or expenses resulting from: (1) any release of information to the DRP(s) pursuant to this Authorization; (2) the unauthorized use of this information by the DRP(s); and (3) any actions taken by the DRP(s) pursuant to this Authorization. I understand that I may cancel this Authorization at any time by submitting a revocation request using this same form.

\_\_\_\_\_  
Authorized Signature of Customer

\_\_\_\_\_  
Date Signed (mm/dd/yyyy)

**G. FIRST PARTY DRP'S ACCEPTANCE OF CUSTOMER RELEASE PROVISION**

I, (First Party DRP), hereby release, hold harmless, and indemnify PG&E from any liability, claims, demand, causes of action, damages, or expenses resulting from the use of customer information obtained pursuant to this Authorization.

\_\_\_\_\_  
Authorized Signature of First Party DRP

\_\_\_\_\_  
Date Signed (mm/dd/yyyy)

**H. SECOND PARTY DRP'S ACCEPTANCE OF CUSTOMER RELEASE PROVISION**

I, (Second Party DRP), hereby release, hold harmless, and indemnify PG&E from any liability, claims, demand, causes of action, damages, or expenses resulting from the use of customer information obtained pursuant to this Authorization.

\_\_\_\_\_  
Authorized Signature of Second Party DRP

\_\_\_\_\_  
Date Signed (mm/dd/yyyy)

**I. CUSTOMER AUTHORIZATION TO ALLOW DRP(S) TO REVOKE AUTHORIZATION** *(Complete this section only if you authorized, in Section C, the DRP(s) (as listed above) to revoke this authorization.)*

I, (Customer), declare under penalty of perjury under the laws of the State of California that I am authorized to execute this document on behalf of the Customer of Record listed at the top of this form and that I have authority to financially bind the Customer of Record. I hereby authorize the DRP(s) (as listed above) to revoke this authorization to release information to the First and Second Party DRP(s) (as listed above). Further, I hereby authorize the DRP(s) (as listed above) to notify PG&E when the Customer of Record disenrolls from the DRP(s) demand response program. The Customer of Record hereby releases, holds harmless, and indemnifies PG&E from any liability, claims, demands, causes of action, damages, or expenses resulting from: (1) any negligent conduct relating to delegation of authority to revoke the authorization; (2) from any refusal to release information to the First and Second Party DRP(s) (as listed above) pursuant to this revocation; and, (3) for any conduct by the First and Second Party DRP(s) or (as listed above) in connection with this revocation.

\_\_\_\_\_  
Authorized Signature of Customer

\_\_\_\_\_  
Date Signed (mm/dd/yyyy)

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

=====Complete Below Only When REVOKING Data Release Authorization=====

## J. CUSTOMER REVOCATION OF AUTHORIZATION

I, (Customer), declare under penalty of perjury under the laws of the State of California that I am authorized to execute this document on behalf of the Customer of Record listed at the top of this form and that I have authority to financially bind the Customer of Record. I hereby revoke the authorization to release information to the DRP(s) listed above. I hereby release, hold harmless, and indemnify PG&E from any liability, claims, demands, causes of action, damages, or expenses resulting from: (1) any negligent conduct relating to this revocation; (2) any refusal to release information to the DRP(s) pursuant to this revocation; and (3) any conduct by the DRP(s) in connection with this revocation.

\_\_\_\_\_  
Authorized Signature of Customer

\_\_\_\_\_  
Date Signed (mm/dd/yyyy)

## K. DRP REVOCATION OF AUTHORIZATION/DISENROLLMENT FROM DRP(S) DEMAND RESPONSE SERVICE

I, (DRP), have been authorized under Section I above to revoke the authorization to release information of the Customer of Record listed at the top of this form to the First and Second Party DRP(s) (as listed above), and to notify PG&E when the Customer of Record disenrolls from the DRP(s) demand response service. I hereby revoke the authorization to release information to the DRP(s) listed above. Further, I hereby notify PG&E that the date of the Customer's actual or anticipated disenrollment from my Demand Response services is \_\_\_\_\_ (mm/dd/yyyy). I hereby release, hold harmless, and indemnify PG&E from any liability, claims, demands, causes of action, damages, or expenses resulting from revocation of the authorization to release information to the DRP(s) listed above, and/or from my failure to timely notify PG&E of the Customer's disenrollment from my Demand Response services. I understand that this revocation will apply to both the First and Second Party DRPs.

\_\_\_\_\_  
Authorized Signature of DRP

\_\_\_\_\_  
Date Signed (mm/dd/yyyy)



**ELECTRIC SAMPLE FORM 79-1160**  
**DEMAND RESPONSE PROVIDER (DRP)**  
**SERVICE AGREEMENT**

Sheet 1

**Please Refer to Attached  
Sample Form**

# **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, “Pacific Gas and Electric Company” (“PG&E”), wherein PG&E is a corporation organized and existing under the laws of the state of California. From time to time, DRP and PG&E shall be individually referred to herein as a “Party” and collectively as the “Parties.”

## **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 by 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 markets through transactions with bundled service customers in PG&E’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 PG&E’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 PG&E and a DRP participating in the wholesale market with the PG&E’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.

## **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 PG&E’s bundled load to provide demand response in the wholesale electricity 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.

## **DEMAND RESPONSE PROVIDER (DRP) SERVICE AGREEMENT**

- 2.5 As two (2) DRPs may be involved with providing DR Services for a single customer into the wholesale electricity market, the DRP represents that, in so far as it is partnering with another DRP to provide these services, the division of total responsibilities as contained in Rule 24 and its associated contracts has been parsed out between the parties such that all responsibilities have been met through one or more commercial agreements. Each partnering DRP is required to sign this Service Agreement and register DRP status with the Commission.

### **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 PG&E it is no longer operating as a DRP for PG&E'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 that materially affects this Agreement. 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).

### **4. Billing, Metering, Payment, Other Duties**

- 4.1. Metering services that are available to the DRP shall be as described in PG&E's Electric Rule 24, Section F.
- 4.2. PG&E will bill and the DRP agrees to pay for all services and products provided by PG&E, 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 E-DRP. Any services provided by the DRP to PG&E shall be by separate agreement between the Parties and are not a subject of this Agreement.
- 4.3. PG&E, to the extent it is 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 PG&E subject to a separate agreement or an otherwise applicable tariff.
- 4.4. DRP may request access from PG&E to customer-specific electric energy usage data subject to obtaining customer authorization and consistent with Commission precedents and orders governing customer data access, as described in PG&E's Electric Rule 24, Section D. Customer data may also be obtained through Data Pulse Equipment installed by PG&E provided the DRP has obtained customer consent for such utilization and provided that acquisition of data and such utilization does not interfere with PG&E'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 Customer Information Service Request Form for Demand Response Providers (CISR-DRP) that it authorizes its DRP to notify PG&E of the customer's disenrollment from Demand Response Service pursuant to the relevant checkbox on the Form CISR-DRP, the DRP must effectuate the customer's wishes by notifying PG&E immediately so that PG&E can terminate transmission of the specified data to the DRP. The



## **DEMAND RESPONSE PROVIDER (DRP) SERVICE AGREEMENT**

DRP releases, holds harmless and indemnifies PG&E from any liability, claims, demands, causes of action, damages or expenses resulting from any failure to timely notify PG&E of the customer's disenrollment. In the event that the customer, not the DRP on the customer's behalf, revokes access to customer meter data, PG&E shall provide the DRP with immediate notice of the revocation.

- 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 PG&E charges under this Agreement.

### **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 PG&E'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 PG&E's Electric Rule 24; (b) to the extent not inconsistent with PG&E'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.

### **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 PG&E 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 PG&E 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 PG&E 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 27 as a Covered Entity to the extent that the DRP receives interval usage data for more than ten customers.

## **DEMAND RESPONSE PROVIDER (DRP) SERVICE AGREEMENT**

- 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.

### **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 PG&E under this Agreement or Schedule E-DRP 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.

### **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.

### **9. Assignment and Delegation**



## **DEMAND RESPONSE PROVIDER (DRP) SERVICE AGREEMENT**

- 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 PG&E'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.

### **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.

### **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 E-DRP, which shall be read in conjunction with this Agreement.

### **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.

### **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:



# DEMAND RESPONSE PROVIDER (DRP) SERVICE AGREEMENT

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.

## 14. Time of Essence

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

## 15. Dispute Resolution

15.1. Should PG&E and DRP have an unresolved dispute under this Agreement, the dispute shall initially be referred to a Vice President of PG&E, 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 PG&E'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*.

## 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

## **DEMAND RESPONSE PROVIDER (DRP) SERVICE AGREEMENT**

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.

### **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 PG&E's Electric Rule 24 despite occurrence of a Force Majeure Event.

### **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.

### **19. Conflicts Between this Agreement and PG&E's Electric Rule 24**

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

### **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 PG&E, which shall be effective upon the receipt thereof. PG&E retains the right to unilaterally file with the

## **DEMAND RESPONSE PROVIDER (DRP) SERVICE AGREEMENT**

CPUC, pursuant to the CPUC's rules and regulations, an application for a change in PG&E's rates, charges, classification, service, or rules, or any agreement relating thereto.

### **21. Audits**

- 21.1. When the DRP reasonably believes that errors related to billing and metering activity may have occurred and PG&E 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. PG&E 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 PG&E, 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. PG&E 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 PG&E 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.

### **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.

## **DEMAND RESPONSE PROVIDER (DRP) SERVICE 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.

### **PACIFIC GAS AND ELECTRIC COMPANY**

\_\_\_\_\_  
(DRP Company Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Type/Print Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Type/Print Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)



## **DRP SERVICE AGREEMENT – ATTACHMENT A** **METERING AND METER READING SERVICES**

**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: \_\_\_\_\_



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Advice 4742-E, et al.  
November 20, 2015

## **Attachment 2**

**Redlined Version of Electric Form 79-1160 –  
DRP Service Agreement with IOUs**

# 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, “Pacific Gas and Electric Company” (“PG&E”), wherein PG&E is a corporation organized and existing under the laws of the state of California. From time to time, DRP and PG&E shall be individually referred to herein as a “Party” and collectively as the “Parties.”

## 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 ~~by~~ 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 markets through transactions with ~~retail~~~~bundled~~ service customers in PG&E’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 PG&E’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 PG&E and a DRP participating in the wholesale market with the PG&E’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.

## 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 PG&E’s bundled load to provide demand response in the wholesale electricity 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.

## DEMAND RESPONSE PROVIDER (DRP) SERVICE AGREEMENT

2.5 As two (2) DRPs may be involved with providing DR Services for a single customer into the wholesale electricity market, the DRP represents that, in so far as it is partnering with another DRP to provide these services, the division of total responsibilities as contained in Rule 24 and its associated contracts has been parsed out between the parties such that all responsibilities have been met through one or more commercial agreements. Each partnering DRP is required to sign this Service Agreement and register DRP status with the Commission.

### 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 PG&E it is no longer operating as a DRP for PG&E'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 that materially affects this Agreement. 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).

### 4. Billing, Metering, Payment, Other Duties

- 4.1. Metering services that are available to the DRP shall be as described in PG&E's Electric Rule 24, Section F.
- 4.2. PG&E will bill and the DRP agrees to pay for all services and products provided by PG&E, 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 E-DRP. Any services provided by the DRP to PG&E shall be by separate agreement between the Parties and are not a subject of this Agreement.
- 4.3. PG&E, to the extent it is 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 PG&E subject to a separate agreement or an otherwise applicable tariff.
- 4.4. DRP may request access from PG&E to customer-specific electric energy usage data subject to obtaining customer authorization and consistent with Commission precedents and orders governing customer data access, as described in PG&E's Electric Rule 24, Section D. Customer data may also be obtained through Data Pulse Equipment installed by PG&E provided the DRP has obtained customer consent for such utilization and provided that acquisition of data and such utilization does not interfere with PG&E'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 Customer Information Service Request Form for Demand Response Providers Form-(CISR-DRP) that it authorizes its DRP to notify PG&E of the customer's disenrollment from Demand Response Service pursuant to the relevant checkbox on the Form CISR-DRP, the DRP must effectuate the customer's wishes by notifying PG&E immediately so that PG&E can terminate transmission of the specified data to

## **DEMAND RESPONSE PROVIDER (DRP) SERVICE AGREEMENT**

the DRP. The DRP releases, holds harmless and indemnifies PG&E from any liability, claims, demands, causes of action, damages or expenses resulting from any failure to timely notify PG&E of the customer's disenrollment. In the event that the customer, not the DRP on the customer's behalf, revokes access to customer meter data, PG&E shall provide the DRP with immediate notice of the revocation.

- 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 PG&E charges under this Agreement.

### **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 PG&E'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 PG&E's Electric Rule 24; (b) to the extent not inconsistent with PG&E'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.

### **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 PG&E 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 PG&E 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 PG&E 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.

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- 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.

### **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 PG&E under this Agreement or Schedule E-DRP 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.

### **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.

### **9. Assignment and Delegation**

## **DEMAND RESPONSE PROVIDER (DRP) SERVICE AGREEMENT**

- 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 PG&E'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.

### **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.

### **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 E-DRP, which shall be read in conjunction with this Agreement.

### **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.

### **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:





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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.

## 14. Time of Essence

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

## 15. Dispute Resolution

- 15.1. Should PG&E and DRP have an unresolved dispute under this Agreement, the dispute shall initially be referred to a Vice President of PG&E, 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 PG&E'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*.

## 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



## **DEMAND RESPONSE PROVIDER (DRP) SERVICE AGREEMENT**

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.

### **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 PG&E's Electric Rule 24 despite occurrence of a Force Majeure Event.

### **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.

### **19. Conflicts Between this Agreement and PG&E's Electric Rule 24**

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

### **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 PG&E, which shall be effective upon the receipt thereof. PG&E retains the right to unilaterally file with the

## **DEMAND RESPONSE PROVIDER (DRP) SERVICE AGREEMENT**

CPUC, pursuant to the CPUC's rules and regulations, an application for a change in PG&E's rates, charges, classification, service, or rules, or any agreement relating thereto.

### **21. Audits**

- 21.1. When the DRP reasonably believes that errors related to billing and metering activity may have occurred and PG&E 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. PG&E 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 PG&E, 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. PG&E 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 PG&E 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.

### **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.



# DEMAND RESPONSE PROVIDER (DRP) SERVICE 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.

## PACIFIC GAS AND ELECTRIC COMPANY

\_\_\_\_\_  
(DRP Company Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Type/Print Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Type/Print Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)



## **DRP SERVICE AGREEMENT – ATTACHMENT A** **METERING AND METER READING SERVICES**

**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: \_\_\_\_\_

Advice 4742-E, et al.  
November 20, 2015

## **Attachment 3**

**Commission's DRP Registration Form**

# DEMAND RESPONSE SERVICE PROVIDER REGISTRATION APPLICATION FORM

Pursuant to Electric Rule 24, this form must be completed by all Demand Response Providers (DRPs) utilizing bundled service customers in a California System Operator (CAISO) Demand Response Service. DRPs serving Residential customers and/or Small Commercial customers with peak demands less than 20 kW ("Small Customers") must complete this entire form and post bond, or attest that a partnering DRP is providing the bond on your behalf for a group of customers that you jointly serve.

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

DRP No. \_\_\_\_\_  
(Filled by CPUC)

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)

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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 providing DRP DR Services to residential and small commercial customers. (Attach additional page if necessary)

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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:

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Street Address

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City	State	Zip Code
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Telephone Number

9. Estimated number of Residential and Small Commercial Customers that you plan to provide DRP DR services to, if any.

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 with the UDC.

Name of Utility(ies):

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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 providing DRP DR Services to residential and small commercial customers, to be issued a DRP Registration number, you are required to provide the CPUC with a performance bond in favor of the CPUC in the minimum amount specified by the CPUC's DRP Bond Formula contained in Pacific Gas and Electric Company's and Southern California Edison Company's Electric Rule 24 and San Diego Gas and Electric Company's Electric Rule 32, respectively. The performance bond must be received by the CPUC before your DRP registration will be considered complete. The performance bond shall be delivered to the Energy Division address listed on the first page of this form. This deposit requirement is subject to change. If a bond is to be or has been posted by a partnering DRP for this same group of customers, you attest that bond remittance by the partnering DRP is accommodated through a commercial agreement between the two DRPs. The following information must also be provided.



Name of Partnering DRP \_\_\_\_\_  
Number of Small Customers covered by Bond: \_\_\_\_\_

If you are posting a bond on behalf of partnering DRP for this same group of customers, the following information must also be provided.

Name of Partnering DRP \_\_\_\_\_  
Number of Small Customers covered by Bond: \_\_\_\_\_

Prior to registering the customer in CAISO, a DRP who has posted the bond to provide DRP DR Services to any residential or Small Commercial Customer is required to provide the potential customer with a written notice (Customer Notification Form Letter) that describes the price, terms, contact information for customer, and conditions of service. The notice shall include all of the elements set forth in the CPUC's direct participation consumer protection decisions, D.12-11-025 and D.13-12-029.

**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.**

**Mail the original signed form and a hard copy together with all required documents (\$100 certified check, DRP Service Agreement with utility(ies), performance bond (if applicable), Customer Notification Form Letter (if applicable) to the Energy Division address listed on the first page of this form and send an electronic copy of the package to drp\_registration@cpuc.ca.gov.**

### 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: \_\_\_\_\_

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

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