December 21, 2018

PG&E Advice Letters 4991-E-A, 4991-E-B, and 4991-E-C

Erik Jacobson
Director, Regulatory Relations
c/o Megan Lawson
Pacific Gas and Electric Company
77 Beale Street, Mail Code B23A
PO Box 77000
San Francisco, CA 94177

Subject: Staff Disposition of PG&E’s Advice Letters (ALs) 4991-E, 4991-E-A, 4991-E-B, and 4991-E-C on Tariff Language to Implement the Policy on the Use of Prohibited Resources for Demand Response

Dear Mr. Jacobson:

The Energy Division has determined that Pacific Gas and Electric Company’s (PG&E) Advice Letters (ALs) 4991-E-A, 4991-E-B, and 4991-E-C comply with D. 16-09-056, Resolutions E-4838 and E-4906, and D. 18-06-012. We approve these filings; AL 4991-E-C is effective July 23, 2018.

**Background**

On January 3, 2017 PG&E filed AL 4991-E in compliance with D. 16-09-056.1 This filing was supplemented with AL 4991-E-A on January 13, 2017, which corrected an error on the definition of prohibited resources and superseded the initial filing in its entirety. On April 27, 2017 the Commission adopted Resolution E-4838,2 approving, with modifications, PG&E AL 4991-E-A.

On May 22, 2017, the Utilities requested an extension of time to comply with Resolution E-4838’s Ordering Paragraph (OP) 41 to June 15, 2017, citing its interest in incorporating stakeholder feedback from a workshop scheduled for June 7, 2017.3 On May 26, 2017, the Commission’s Executive Director granted the Utilities’ request. On June 15, 2017, per OP 41, PG&E filed supplemental AL 4991-E-B,4 which contains tariff language for its Electric Schedule Base Interruptible Program (E-BIP) and Electric Schedule Capacity Bidding Program (E-CBP), implementing the Commission’s policy on the use of prohibited resources in Demand Response. On June 28, 2017 the Energy Division issued an initial suspension of the advice letter up to November 12, 2017, followed by a final suspension up to May 11, 2018.

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3 The purpose of the workshop is to review and discuss the Prohibited Resources Verification Plan (Plan) that would confirm customer compliance with the prohibited resources policy. The Plan was directed by OP 5 of D. 16-09-056.
4 PG&E AL 4991-E-B supersedes, in full, AL 4991-E and AL 4991-E-A.
On June 21, 2018 the Commission adopted Resolution E-4906,\(^5\) which approved, with modifications, AL 4991-E-B. Resolution E-4906 also directed the Utilities to file a Tier 1 Advice Letter that includes all tariffs and contract changes adopted by the Resolution.\(^6\) On July 23, 2018 PG&E submitted AL 4991-E-C, a third and final supplemental advice letter. PG&E then filed “Substitute Sheet #1” on September 6, 2018, which supersedes, in part, AL 4991-E-C. This substitute filing corrects missing data fields in tariff Add/Delete Forms and adds language to its Aggregator Agreements for the Capacity Bidding Program (CBP) and Base Interruptible Program (BIP).\(^7\)

On September 24, 2018 PG&E submitted “Substitute Sheet #2” which supersedes, in part, both “Substitute Sheet #1” and AL 4991-E-C. This substitute sheet updates certain tariffs to meet compliance with D. 18-06-012, which exempts energy storage not coupled with fossil-fueled generation from the list of prohibited resources.\(^8\) Advice Letter 4991-E-C and the associated substitute sheets were not protested.

**Disposition**

The Energy Division approves PG&E Advice Letters 4991-E-A, 4991-E-B, and 4991-E-C, as they comply with D. 16-09-056, Resolutions E-4838 and E-4906, and D. 18-06-012.

Sincerely,

Ed Randolph  
Director, Energy Division  
California Public Utilities Commission

cc: Service List R. 13-09-011  
Amie Burkholder, Alcantar & Kahl, LLP, ack@aklaw.com  
Jennifer A. Chamberlin, CPower, JAC@CPowerEnergyManagement.com  
Erika Diamond, EnergyHub, diamond@energyhub.net  
David P. Lowrey, Converge, Inc., dlowrey@converge.com  
Larissa Koehler, Attorney, US Climate and Energy Program, lkoehler@edf.org  
Sara Steck Myers, Attorney at Law, ssmyers@att.net  
Mona Tierney-Lloyd, EnerNoc, Inc., mtierney-lloyd@enernoc.com  
Sebastien Csapo, Pacific Gas and Electric Company, sscb@pge.com  
Franklin Fuchs, Pacific Gas and Electric Company, FF1@pge.com  
Kathy Hamilton, Pacific Gas and Electric Company, KRR3@pge.com  
Megan Lawson, Pacific Gas and Electric Company, PGETariffs@pge.com  
Neda Oreizy, Pacific Gas and Electric Company, NXOC@pge.com  
Jim Weir, Pacific Gas and Electric Company, JJKW@pge.com  
Gil Wong, Pacific Gas and Electric Company, gil.wong@pge.com


\(^6\) OP 42 of Resolution E-4906 at 103.

\(^7\) “Substitute Sheet #1 for PG&E Advice 4991-E-C” at 2-3.

\(^8\) OP 3 of D.18-06-012 at 17.
June 15, 2017

Advice 4991-E-B
(Pacific Gas and Electric Company ID U 39 E)

Public Utilities Commission of the State of California

Subject: Second Supplemental: Request for Approval of Tariff Language to Implement the Policy on the Use of Prohibited Resources for Demand Response Approved in Decision 16-09-056

Purpose

In this advice letter, Pacific Gas and Electric Company (PG&E) requests the California Public Utilities Commission (Commission or CPUC) approval of tariff language for Electric Schedule E-BIP Base Interruptible Program (BIP) and Electric Schedule E-CBP Capacity Bidding Program (CBP), to enable PG&E to implement the Commission’s ban on the use of prohibited resources to provide demand response (DR). In compliance with Resolution E-4838 (Resolution), PG&E hereby submits the following changes to its tariffs, which supersedes the tariff changes proposed in PG&E AL 4991-E and 4991-E-A in full, add/drop forms, and agreement for aggregators, as noted below:

<table>
<thead>
<tr>
<th></th>
<th>Electric Form</th>
<th>Notice to Add or Delete Customers Participating in the Capacity Bidding Program</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Electric Form 79-1075</td>
<td>Notice to Add or Delete Customers Participating in the Capacity Bidding Program</td>
</tr>
<tr>
<td>2</td>
<td>Electric Form 79-1076</td>
<td>Agreement for Aggregators Participating in the Capacity Bidding Program</td>
</tr>
<tr>
<td>3</td>
<td>Electric Form 79-1079</td>
<td>Agreement for Aggregators Participating in the Base Interruptible Program</td>
</tr>
<tr>
<td>4</td>
<td>Electric Form 79-1080</td>
<td>Notice to Add or Delete Customers Participating in the Base Interruptible Program</td>
</tr>
<tr>
<td>5</td>
<td>Electric Rate Schedule – E-BIP</td>
<td>Base Interruptible Program</td>
</tr>
</tbody>
</table>

1 Prohibited resources are defined as in topping cycle Combined Heat and Power (CHP) or non-CHP configuration: distributed generation technologies using diesel; natural gas; gasoline; propane; or, liquefied petroleum gas. The following resources are exempted from the prohibition: pressure reduction turbines; waste-heat-to-power bottoming cycle CHP; and, storage and storage coupled with renewable generation that meets the relevant greenhouse gas emissions standards adopted for the Self Generation Incentive Program.
Background

On October 5, 2016, the Commission issued Decision (D.) 16-09-056 (Decision), modifying D.14-12-024, which stated that fossil-fueled back-up generation resources should not be allowed as part of a demand response program for resource adequacy purposes. In the Decision, the Commission formally adopted a prohibition on using specific behind-the-meter technologies used for load reduction during demand response (DR) events, effective January 1, 2018. Ordering paragraph (OP) 4(c) of the Decision ordered the utilities to file tier three advice letters proposing modifications to its tariffs. PG&E filed tier three advice letter (AL) 4991-E on January 3, 2017, in compliance with the Decision, and subsequently filed supplemental AL 4991-E-A on January 13, 2017, which corrected an error to the definition of prohibited resources and superseded AL 4991-E in its entirety.

On April 27, 2017, the Commission issued Resolution E-4838 (Resolution), approving, with modifications, PG&E AL 4991-E-A. In particular, the Resolution outlined specific requirements for the implementation of the prohibited resources policy to ensure consistency across all Utilities and affected programs.

The Resolution ordered the Utilities (consisting of PG&E, SCE, and SDG&E) to file supplemental compliance ALs to AL 4991-E-A et al no later than May 26, 2017. On May 22, 2017, the Utilities requested an extension of time to comply with OP 41 to June 15, 2017, citing the importance of incorporating stakeholder feedback from a workshop that would be scheduled for early June, which would review and discuss the verification plan for ensuring compliance with the prohibited resources policy and discuss options for dispute resolution. The Commission granted the Utilities’ extension on May 26, 2017, in a letter from the Energy Division, and the prohibited resources verification plan

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2 D.14-12-024, Ordering Paragraph (OP) 11.
3 Decision, OP 3.
5 Resolution, page 3.
6 Resolution, OP 41.
7 The verification plan was ordered in OP 5 of the Decision. The Decision also directed the IOUs to develop an audit verification mechanism by jointly retaining a consultant to “assess whether it is possible, and if so by what methods and data sources, to evaluate whether non-residential customers are complying with the demand response prohibition requirement.”
workshop took place on June 7, 2017. This AL is filed in compliance with OP 41 of the Resolution, and the extension approved by the Commission in the May 26, 2017 letter.

**Discussion:**

In compliance with OP 41 of the Resolution, PG&E submits modifications to its affected tariffs, aggregator agreements, and associated forms to comply with the Commission's effective date banning prohibited resources by January 1, 2018. Additionally, PG&E is proposing to add sections to both the Schedule E-BIP and Schedule E-CBP on the attestation, verification and consequences of non-compliance, and dispute resolution. PG&E will also apply consistent changes to its affected pilots, including the Supply Side II Pilot and the Excess Supply Pilot, which do not have associated tariffs.\(^8\)

**Proposed Tariff Changes:**

Schedule E-BIP:
- Implements the new administration of prohibition, attestation and enforcement of the Prohibited Resources policy, effective January 1, 2018.
- Specifies aggregator roles and responsibilities.
- Adds new verification requirements, as informed by the June 7, 2017 CPUC Workshop.
- Includes initial language for future dispute resolution processes, to be further developed by the Commission and stakeholders.
- Incorporates the Default Adjustment Value (DAV)\(^9\) in the calculations of capacity payments and how it impacts the Firm Service Level (FSL), including allowing for FSL changes due to attestation updates throughout the year.

Schedule E-CBP:
- Implements the new administration of prohibition, attestation and enforcement of the Prohibited Resources policy, effective January 1, 2018.
- Specifies aggregator roles and responsibilities.
- Adds new verification requirements as informed by the June 7, 2017 CPUC Workshop.
- Includes initial language for future dispute resolution processes, to be further developed by the Commission and stakeholders.
- Incorporates the DAV in the calculations of capacity and energy payments.

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\(^8\) The Utilities filed a joint advice letter (PG&E AL 4900-E-B) to revise the 2018-19 DRAM RFO Purchase Agreement, consistent with Resolution E-4838, OP 40, on May 8, 2017. A supplemental AL (PG&E AL 4900-E-C) was filed on May 22, 2017.

\(^9\) The DAV is the sum of the nameplate capacities of all prohibited resources that must be used for safety, health, or operational reasons to reduce load during a demand response event. A default adjustment was approved in D.16-09-056, OP 4.b.
Electric Form 79-1075 and Electric Form 79-1080:
- Adds a new page to the form to explain the prohibited resources policy and list of prohibited resources.
- Adds language to list the attestation options available to the customer.
- Adds language for updates or changes to attestation options.
- Adds language for violations for the prohibited resource requirements.

Electric Form 79-1076 and Electric Form 79-1079:
- Adds a section on prohibited resources, including a list of aggregator responsibilities.
- Defines aggregator’s responsibilities to remove customers from the aggregator’s portfolio for violations within 30 days, or PG&E will terminate the agreement.

**Protests**

Anyone wishing to protest this filing may do so by letter sent via U.S. mail, facsimile or E-mail, no later than July 5, 2017, which is 20 days after the date of this filing. Protests must be submitted to:

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

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

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

The protest shall also be sent to 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:

Erik Jacobson  
Director, Regulatory Relations  
c/o Megan Lawson  
Pacific Gas and Electric Company  
77 Beale Street, Mail Code B23A  
P.O. Box 770000  
San Francisco, California 94177

Facsimile: (415) 973-1448  
E-mail: PGETariffs@pge.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

Pursuant to General Order (GO) 96-B, D.16-09-056, and Resolution E-4838, PG&E requests that this Tier 2 Advice Filing will become effective on July 15, 2017, which is 30 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 parties on the service list for R.13-09-011. 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/.

/S/

Erik Jacobson
Director, Regulatory Relations

Attachments
Attachment 1 – Modification of Tariffs/Forms
Attachment 2 – Modification of Tariffs/Forms (Redlined Version)

cc: Service List R.13-09-011
Company name/CPUC Utility No. **Pacific Gas and Electric Company (ID U39 E)**

Utility type: ☑ ELC ☐ GAS ☐ PLC ☐ HEAT ☐ WATER

Contact Person: Yvonne Yang
Phone #: (415) 973-2094
E-mail: Qxy1@pge.com and PGETariffs@pge.com

**EXPLANATION OF UTILITY TYPE**

ELC = Electric    GAS = Gas
PLC = Pipeline   HEAT = Heat   WATER = Water

Advice Letter (AL) #: **4991-E-B**

Subject of AL: **Second Supplemental: Request for Approval of Tariff Language to Implement the Policy on the Use of Prohibited Resources for Demand Response Approved in Decision 16-09-056**

Keywords (choose from CPUC listing): Compliance

AL filing type: □ Monthly □ Quarterly □ Annual ☑ One-Time □ Other __________________________

If AL filed in compliance with a Commission order, indicate relevant Decision/Resolution #: Resolution E-4838

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: **July 15, 2017**

No. of tariff sheets: **26**

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

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

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

Tariff schedules affected: **See attachment 1**

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., 4th Flr.
San Francisco, CA 94102
E-mail: EDTariffUnit@cpuc.ca.gov

Pacific Gas and Electric Company
Attn: Erik Jacobson
Director, Regulatory Relations
c/o Megan Lawson
77 Beale Street, Mail Code B23A
P.O. Box 770000
San Francisco, CA 94177
E-mail: PGETariffs@pge.com
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<td>40698-E</td>
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<td>40167-E</td>
</tr>
<tr>
<td></td>
<td>Sheet 30</td>
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</tr>
</tbody>
</table>
Electric Sample Form No. 79-1075

Notice to Add or Delete Customers Participating in the Capacity Bidding Program

Please Refer to Attached Sample Form
NOTICE TO ADD OR DELETE CUSTOMERS PARTICIPATING IN THE CAPACITY BIDDING PROGRAM

Instructions: Aggregators and Customers use this notice to officially notify Pacific Gas and Electric Company (PG&E) of your intent to add or delete PG&E customers from the Aggregator’s CBP portfolio. Send the completed notice to PG&E’s Demand Response Program Department by U.S. mail or fax; however, the original must be mailed as soon as possible if the notice was faxed.

Fax to: Pacific Gas and Electric Company Demand Response Program Department Attn: CBP Manager FAX: 415-973-4177

Mail signed original to: Pacific Gas and Electric Company Demand Response Program Department Attn: CBP Manager 245 Market Street, N3E San Francisco, CA 94105

PG&E may verify the information on this notice with the Customer.

<table>
<thead>
<tr>
<th>Aggregator Company Name:</th>
<th>Aggregator Code:</th>
</tr>
</thead>
</table>

This notice adds or deletes a customer’s Service Agreements from the Aggregator’s CBP portfolio. PG&E will review and approve each Service Agreement to be added to determine if it meets the minimum requirements as specified in Schedule E-CBP. PG&E must approve each Service Agreement before the Service Agreement can be included in an Aggregator’s portfolio. Additions to the portfolio will be effective upon PG&E’s approval date. Deletions from the portfolio will be effective at the end of the current calendar month in which this notice is received provided PG&E receives this notice at least 15 calendar days prior to the end of the current month.

By signing this notice, Aggregator and Customer understand that the Aggregator has the authority to act on behalf of the Customer in connection with the CBP for the Customer’s Service Agreements shown below. Such authority is subject to the applicable terms and conditions of Schedule E-CBP and the Agreement For Aggregators Participating In The Capacity Bidding Program (Form 79-1076).

Customer designates the above-named Aggregator to act on its behalf as its Aggregator pursuant to Schedule E-CBP for all purposes, including, but not limited to, the receipt of payments, the payment of penalties, if any, and the receipt of all notices sent by PG&E under the E-CBP program.

Customer understands that PG&E will provide its electric usage and electric meter data for the Service Agreements to Aggregator so Aggregator can determine the payment payable to and penalties chargeable to Customer under Schedule E-CBP. Customer also agrees to allow personnel from the California Energy Commission (CEC), PG&E, and their contracting agents, reasonable access to conduct a site visit for measurement and evaluation, access to the Customer’s interval meter data, and agree to complete any surveys needed to enhance this program.

Customer acknowledges that Aggregator is not PG&E’s agent for any purpose. PG&E shall not be liable to the Customer for any damages resulting from any acts, omissions, or representations made by Aggregator in connection with Aggregator’s solicitation of Customer or with the Aggregator’s performance any of its functions in the CBP. PG&E shall not be liable to Customer for any damages caused to the Customer by any failure by Aggregator to comply with PG&E’s tariffs or for any damages caused by Aggregator’s failure to perform any commitment to the Customer.

<table>
<thead>
<tr>
<th>Customer Name:</th>
<th>Aggregator Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>Title:</td>
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<tr>
<td>Signature:</td>
<td>Signature:</td>
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<tr>
<td>Date:</td>
<td>Date:</td>
</tr>
</tbody>
</table>
**Notice by Aggregator to Add/Delete Customers**

*(Please Print or Type Clearly)*

<table>
<thead>
<tr>
<th>Add/Delete</th>
<th>Customer Site Name</th>
<th>PG&amp;E Service Agreement Number</th>
<th>Electric Meter Number</th>
<th>Service Address and City</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
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Prohibited Resources Attestation

Customers enrolling in Schedule E-CBP are required to attest to whether or not they have a Prohibited Resource, and if they do, whether or not they intend to use the resource to reduce load during a Demand Response (DR) event.

The following list of distributed energy technologies are prohibited in providing load reduction during DR events: Technologies using diesel, natural gas, gasoline, propane, or liquefied petroleum gas, in Combined Heat and Power (CHP) or non-CHP configuration (“Prohibited Resources”). The following resources are exempt from the prohibition: pressure reduction turbines, waste-heat-to-power bottoming cycle CHP, and storage and storage coupled with renewable generation that meets the relevant greenhouse gas emissions standards adopted for the Self Generation Incentive Program.

Customers must attest to one of the following:

- [ ] I do not have a Prohibited Resource on-site.

- [ ] I do have a Prohibited Resource on-site and I will not use the resource to reduce load during any Demand Response Event.

- [ ] I do have a Prohibited Resource on-site and I may have to run the resource(s) during Demand Response events for safety reasons, health reasons, or operational reasons. My Prohibited Resource(s) has (have) a total nameplate capacity of __________ kW. I understand that this value will be used as the Default Adjustment Value (DAV) to adjust the Demand Response incentives/charge for my account.

If a customer attests to having a Prohibited Resource and plans to use it for safety, health, or operational reasons to reduce load during a Demand Response event, then the customer’s aggregator will be responsible for collecting and providing the Default Adjustment Value (DAV) based on the nameplate capacity of the resource. If the customer has multiple prohibited resources for the same service agreement, then the DAV will be the sum of the nameplate capacity values from all prohibited resources on the same site that are used to reduce load during a Demand Response event. Customers participating in Schedule E-CBP will be allowed to adjust their DAV over the course of a season, under certain conditions, namely that: (a) the customer’s change in DAV results from a change in the operational status of a prohibited resource associated with the customer’s service agreement; and (b) that the PG&E can verify this and approves. The DAV will be used to adjust the demand response incentives/charges.

Customers in Schedule E-CBP who do not complete the attestation and return it to PG&E by December 31, 2017, will not be eligible to participate in the program until they do so. A customer that is found in violation of the prohibited resources requirements will be removed from the program by their aggregator if they are enrolled via a third party, and certain violations may cause the customer to be ineligible for all demand response programs subject to the prohibited resource requirement in Decision 16-09-056.

Customer compliance may be subject to verification by a Verification Administrator (which may be either PG&E or an third-party).
Electric Sample Form No. 79-1076

Agreement for Aggregators Participating in the Capacity Bidding Program

Please Refer to Attached Sample Form
AGREEMENT FOR AGGREGATORS PARTICIPATING IN THE CAPACITY BIDDING PROGRAM

This Agreement (Agreement) for Aggregators participating in the Capacity Bidding Program (CBP) is entered into by and between Pacific Gas and Electric Company (PG&E), a California corporation, and ________________________________ (Aggregator), a _______________ corporation, a capacity ________ corporation, and collectively as the “Parties”. PG&E and Aggregator may sometimes be referred to herein as a “Party” and collectively as the “Parties”.

WHEREAS, the California Public Utilities Commission (CPUC) has authorized the CBP, a capacity bidding program as set forth in PG&E’s Schedule E-CBP, (Schedule E-CBP), which is attached hereto as Attachment A and incorporated herein by this reference, whereby PG&E pays eligible Aggregators for participating in the CBP; and

WHEREAS, the CPUC has authorized the participation of Aggregators in the CBP, and Aggregator desires to participate in the CBP subject to the applicable PG&E tariff rules and rate schedules.

NOW, THEREFORE, in consideration of the mutual undertakings set forth below, the Parties agree as follows:

I. AGGREGATOR’S OBLIGATIONS

A. Status: Subject to Applicable PG&E Tariffs. Aggregator’s status in the CBP shall be as an “Aggregator” under Schedule E-CBP. Aggregator shall be subject to all applicable tariff rules and regulations (which rules and regulations are hereby incorporated herein as an integral part of this Agreement), including, but not limited to, the rates, terms and conditions set forth in Schedule E-CBP, as such rules and regulations may be amended from time to time.

B. Representation of Customers. Aggregator shall represent those customers in PG&E’s electric service territory eligible to participate in the CBP, who have elected to participate through Aggregator with respect to such customer’s service agreement(s), by having appropriate contractual or other arrangements with each such eligible customer whereby such customer authorizes Aggregator, as its representative, to receive payments and to pay penalty charges on behalf of such customer in connection with the customer’s participation, through Aggregator, in the CBP. Aggregator shall be solely responsible for having the appropriate contractual or other arrangements with each customer whom Aggregator represents in the CBP. PG&E shall not be responsible for monitoring, auditing, reviewing or enforcing such arrangements. Aggregator acknowledges and agrees that, in its representation of PG&E customers for the CBP, Aggregator is subject to the terms and conditions of Schedule E-CBP and this Agreement.

C. Aggregator Service Establishment. Aggregator must submit an executed Agreement for Aggregators Participating in the CBP. The Agreement becomes effective upon execution by PG&E.

D. Required Notice to Add or Delete Customers. Once Aggregator has entered into the appropriate contractual or other arrangements with each customer whom Aggregator represents in the CBP, Aggregator shall deliver to PG&E a “Notice to Add or Delete Customers Participating in the Capacity Bidding Program” in the form attached hereto as Attachment B, adding such customer’s service...
agreement(s) to Aggregator’s portfolio. The Notice shall be executed by the Aggregator and each affected customer. Aggregator shall notify PG&E that it has dropped a customer service agreement from its portfolio by delivering to PG&E a “Notice to Add or Delete Customers Participating in the Capacity Bidding Program” signed by customer and Aggregator. Aggregator shall deliver such Notices to PG&E as specified in the Notice.

PG&E must approve each Service Agreement before the Service Agreement can be included in the Aggregator’s portfolio. Additions to and deletions from the Aggregator’s portfolio will be effective as specified in the E-CBP Tariff and the Notice.

E. Ensure Necessary Arrangements with Scheduling Coordinators for Direct Access and CCA Service Customers. See Schedule E-CBP

F. Secure Customer Participation in Measurement and Evaluation Activities. Aggregator shall agree, and shall cause each customer whom Aggregator represents on the CBP to agree, to (i) allow personnel from the California Energy Commission, PG&E, and their contracting agents reasonable access to customer’s facilities to conduct a site visit for measurement and evaluation of activities related to the CBP; and (ii) participate in and complete any surveys needed to enhance the CBP. Aggregator’s failure to secure these agreements may result in the termination of this Agreement and/or a determination by PG&E that Aggregator is ineligible to participate in the CBP.

G. Timeliness and Due Diligence. Aggregator shall exercise due diligence in meeting its obligations and deadlines under Schedule E-CBP and this Agreement to facilitate customer participation through Aggregator in the CBP.

H. Prohibited Resources. Aggregators shall ensure that Prohibited Resources are not used to reduce load during a demand response event, unless the customer has provided a valid attestation supporting its eligibility for an adjustment to the incentives paid based on the nameplate capacity of the Prohibited Resource, and that they are enforcing the Prohibited Resources policy.

Aggregators are responsible for:
(a) Obtaining signed attestations and providing PG&E valid attestation documentation in a mutually agreed upon format from all existing customers by December 31, 2017, and upon enrollment for new customers;
(b) Communicating changes to customer attestations on a monthly basis to PG&E;
(c) Removing customers from their portfolio within 30 days if the customer has violated the Prohibited Resources requirements;
(d) Submitting the attestations for each non-residential customer service agreement and applicable Default Adjustment Values (DAV), the sum of the nameplate capacity value of the customer’s Prohibited Resource(s), to PG&E;
(e) Recording, updating, and de-rating their portfolio by a summary DAV on a monthly basis; and
(f) Conducting outreach and notification of the prohibition to their customers, which includes developing metrics, targets and record keeping systems to assess the effectiveness of their customer outreach and notification efforts, as well as demonstrating compliance with the above to PG&E upon request.

Aggregators are responsible for removing customers that do not comply with the prohibition rules or who do not provide a valid attestation in accordance to the Use of Prohibited Resources Section in Schedule E-CBP. If an Aggregator has been notified that a customer has an uncured Type I Violation or a Type II Violation, the Aggregator must remove the customer from its portfolio within 30 days, or PG&E will...
terminate this agreement. Aggregators shall enforce the verification and validation of such attestation and resolve issues through the dispute resolution process outlined in Schedule E-CBP.

II. GENERAL TERMS

A. Definitions. Except where explicitly defined herein, the capitalized terms used in this Agreement shall have the meanings set forth in Schedule E-CBP.

B. Customer-Specific Usage or Meter Data. Upon the addition of a Service Agreement to an Aggregator’s portfolio, Usage or meter data for the Service Agreement will become available on a going forward basis via the format available in PG&E’s CBP Website.

III. LIMITATION OF LIABILITIES

A. PG&E shall not be liable to the Aggregator for any damages caused by PG&E’s conduct in compliance with, or as permitted by, Schedule E-CBP or other tariffs, this Agreement and associated legal and regulatory requirements related to the CBP.

B. PG&E’s liability to Aggregator for any loss, cost, claim, injury, liability or expense, including reasonable attorneys’ fees, relating to or arising from any act or omission in PG&E’s performance of this Agreement shall be limited to the amount of direct damage actually incurred. In no event shall PG&E be liable to Aggregator for any indirect, special, consequential or punitive damages of any kind whatsoever, whether in contract, tort or strict liability.

IV. PAYMENT

A. Payment Terms. During the term of this Agreement, PG&E shall make any payments due to Aggregator (after deducting any amounts due to PG&E) pursuant to the terms and conditions of Schedule E-CBP within sixty (60) calendar days following the end of each operating month by mailing an invoice and check payable to Aggregator to the following address:

   Name: ________________________________
   Attention: ____________________________
   Address 1: ____________________________
   Address 2: ____________________________
   City, State, Zip: ________________________

B. Late Payments. PG&E’s charges to Aggregator as provided in Schedule E-CBP and Commission rules will be considered past due if it is not paid within 15 calendar days after transmittal of an invoice by PG&E. If an Aggregator does not pay PG&E’s invoice within such 15 calendar days, then:

1. A 7-day notice may be mailed to the Aggregator and to each of the customers in the Aggregator’s portfolio. If the charges in the notice remain unpaid after the expiration of the 7-day notice, PG&E shall have the right to terminate the Aggregator Agreement and Aggregator’s participation in the CBP. If Aggregator’s participation in the CBP is terminated, the Aggregator remains responsible for all outstanding charges billed pursuant to Schedule E-CBP, even if such charges are identified after the termination becomes effective.

2. If the Aggregator agreement is not terminated, the Aggregator will be unable to add customers to its portfolio until late payments are cured.

3. PG&E may require full collateral in the form of cash, irrevocable standby letter of credit, security bond or any other security instrument deemed appropriate by PG&E if the Aggregator
makes more than one late payment. If such collateral is requested and not provided by the Aggregator to PG&E, the Aggregator’s participation will be subject to termination by PG&E.

V. REPRESENTATIONS AND WARRANTIES

A. Each Party represents and warrants that it is and shall remain in compliance with all applicable laws.

B. Each Party represents and warrants that (a) it has the full power and authority to execute and deliver this Agreement and to perform its terms and conditions; (b) the execution, delivery and performance of this Agreement have been duly authorized by all necessary corporate or other action by such Party; and (c) this Agreement constitutes such Party’s legal, valid and binding obligation, enforceable against such Party in accordance with its terms.

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

D. With each submission of a “Notice to Add or Delete Customers Participating in the Capacity Bidding Program,” and until such time as Aggregator submits such Notice for the removal of such customer from Aggregator’s representation, Aggregator represents and warrants that:

1. Each customer whom Aggregator represents is eligible to participate in the CBP and has elected to participate in the CBP through Aggregator;

2. Aggregator has entered into the appropriate contractual or other arrangements with such customer whereby such customer has authorized Aggregator to receive payments from and to pay penalty charges to PG&E on behalf of such customer in connection with such customer’s participation in the CBP.

VI. TERM

A. The term of this Agreement shall commence as of the Effective Date and shall continue in full force and effect unless and until the CBP is terminated or revised by a CPUC ruling or this Agreement is terminated by PG&E as provided in Section VII.

B. An Aggregator may request to terminate its participation in this program by submitting to PG&E a completed Cancellation of Contract (Form 62-4778). The termination will be effective on the later of 1) the beginning of the calendar month that is immediately after the initial 12 month term, and 2) the beginning of the calendar month that is closest to but at least thirty (30) calendar days after PG&E received the Cancellation of Contract.

VII. TERMINATION

A. Termination for Default. PG&E may immediately terminate this Agreement upon written notice to Aggregator if Aggregator breaches any material obligation under this Agreement and fails to cure such breach within fifteen (15) calendar days after receiving written notice of the breach. Customer must notify PG&E upon curing identified breach

B. Effect of Termination. Upon an issuance of a notice to terminate this Agreement, PG&E shall have the right to solicit the direct participation in the CBP of customers represented by Aggregator who are eligible to participate directly in the CBP. All Service Agreements will be removed from the Aggregator’s portfolio upon the effective date of the termination.
VIII. INDEMNIFICATION

A. Indemnification of PG&E. To the fullest extent permitted by law, Aggregator shall indemnify, defend and hold harmless PG&E, and its parent company, subsidiaries, affiliates and their respective shareholders, officers, directors, employees, agents, representatives, successors and assigns (collectively, the “Indemnified Parties”), from and against any and all claims, actions, suits, proceedings, losses, liabilities, penalties, fines, damages, costs or expenses, including without limitation reasonable attorneys’ fees (Claim), resulting from (a) any breach of the representations, warranties, covenants and obligations of Aggregator under this Agreement, (b) any act or omission of Aggregator, whether based upon Aggregator’s negligence, strict liability or otherwise, in connection with the performance of this Agreement, or (c) any third party claims of any kind, whether based upon negligence, strict liability or otherwise, arising out of or connected in any way to Aggregator’s performance or nonperformance under this Agreement.

B. Defense of Claim. If any Claim is brought against the Indemnified Parties, Aggregator shall assume the defense of such Claim, with counsel reasonably acceptable to the Indemnified Parties, unless in the opinion of counsel for the Indemnified Parties a conflict of interest between the Indemnified Parties and Aggregator may exist with respect to such Claim. If a conflict precludes Aggregator from assuming the defense, then Aggregator shall reimburse the Indemnified Parties on a monthly basis for the Indemnified Parties’ reasonable defense costs through separate counsel of the Indemnified Parties’ choice. If Aggregator assumes the defense of the Indemnified Parties with acceptable counsel, the Indemnified Parties, at their sole option and expense, may participate in the defense with counsel of their own choice without relieving Aggregator of any of its obligations hereunder.

C. Survival. Aggregator’s obligation to indemnify the Indemnified Parties shall survive the expiration or termination of this Agreement.

IX. NOTICES

A. Mailing Address. Except for payments, which shall be made pursuant to Section IV, any formal notice, request, or demand required or permitted under this Agreement shall be given in writing by PG&E and Aggregator, and shall be (a) mailed by first-class mail, (b) mailed by registered, certified, (c) mailed by overnight mail, (d) delivered by hand, or (e) faxed with confirmation as set forth below, to the other Party as indicated below, or to such other address as the parties may designate by written notice.

To Aggregator:

________________________________________

________________________________________

Phone: ________________________________

Facsimile: ______________________________

To PG&E:

________________________________________

________________________________________

Phone: ________________________________

Facsimile: ______________________________
X.  CONFIDENTIALITY

A. Confidentiality. Aggregator shall not disclose any Confidential Information obtained pursuant to this Agreement to any third party, including any affiliates of Aggregator, without the express prior written consent of PG&E. As used herein, the term “Confidential Information” means proprietary business, financial and commercial information pertaining to PG&E, customer names and other information related to customers, including energy usage data (Customer Information), any trade secrets and any other information of a similar nature, whether or not reduced to writing or other tangible form. Confidential Information shall not include: (a) information known to Aggregator prior to obtaining the same from PG&E; (b) information in the public domain at the time of disclosure by Aggregator; (c) information obtained by Aggregator from a third party who did not receive the same, directly or indirectly, from PG&E; or (d) information approved for release by express prior written consent of an authorized representative of PG&E.

B. Use of Confidential Information. Aggregator hereby agrees that it shall use the Confidential Information solely for the purpose of performing under this Agreement. Aggregator agrees to use at least the same degree of care Aggregator uses with respect to its own proprietary or confidential information, which in any event shall result in a reasonable standard of care to prevent unauthorized use or disclosure of the Confidential Information.

C. Authorized Disclosure. Notwithstanding any other provisions of this Section Aggregator may disclose any of the Confidential Information in the event, but only to the extent, that, based upon advice of counsel, Aggregator is required to do so by the disclosure requirements of any law, rule, regulation or any order, decree, subpoena or ruling or other similar process of any court, governmental agency or regulatory authority. Prior to making or permitting any such disclosure, Aggregator shall provide PG&E with prompt written notice of any such requirement so that PG&E (with Aggregator’s assistance if requested by PG&E) may seek a protective order or other appropriate remedy.

D. Term. The confidentiality provisions set forth in this Section shall remain in full force and effect with respect to any Confidential Information until the date that is five (5) years after the date of PG&E’s disclosure of such Confidential Information to Aggregator pursuant to this Agreement; provided, further, that such confidentiality provisions shall remain in full force and effect with respect to any Customer Information in perpetuity.

E. Remedies. The Parties acknowledge that the Confidential Information is valuable and unique, and that damages would be an inadequate remedy for breach of this Section and the obligations of Aggregator are specifically enforceable. Accordingly, the Parties agree that in the event of a breach or threatened breach of this Section by Aggregator, PG&E shall be entitled to seek an injunction preventing such breach, without the necessity of proving damages or posting any bond. Any such relief shall be in addition to, and not in lieu of, monetary damages or any other legal or equitable remedy available to PG&E.
XI. MISCELLANEOUS

A. Assignment. This Agreement, and the rights and obligations granted and/or obtained by Aggregator hereunder, shall not be further transferred or assigned by Aggregator without the prior written consent of PG&E. Any assignment in violation of this section shall be void.

B. Independent Contractor. Aggregator shall perform its obligations under this Agreement as an independent contractor, and no principal-agent or employer-employee relationship or joint venture or partnership shall be created with PG&E.

C. Choice of Law. This Agreement shall be carried out and interpreted under the laws of the State of California, without regard to any conflict of law principles thereof. Except for matters and disputes with respect to which the CPUC is the proper venue for dispute resolution pursuant to applicable law or this Agreement, the federal and state courts located in San Francisco, California shall constitute the sole proper venue for resolution of any matter or dispute hereunder. The Parties submit to the exclusive jurisdiction of such courts with respect to such matters and disputes.

D. Resolution of Disputes. Any dispute arising between the Parties relating to the interpretation of this Agreement or to the performance of a Party’s obligations hereunder shall be reduced to writing and referred to the Parties’ designated representative for resolution. The Parties shall be required to meet and confer in an effort to resolve any such dispute.

E. Waiver. Any failure or delay by either Party to exercise any right, in whole or part, hereunder shall not be construed as a waiver of the right to exercise the same, or any other right, at any time thereafter.

F. CPUC Jurisdiction. This Agreement shall be subject to all of PG&E’s applicable tariffs on file with and authorized by the Commission and shall at all times be subject to changes or modifications as the Commission may, from time to time, direct in the exercise of its jurisdiction.

G. Entire Agreement; Amendments. This Agreement, including the Attachments listed below, sets forth the entire understanding of the Parties as to the subject matter hereof, and supersedes any prior discussions, offerings, representations or understanding (whether written or oral), and shall only be superseded by an instrument in writing executed by both Parties. This Agreement shall not be modified by course of performance, course of conduct or usage of trade.

   Attachment A: Schedule E-CBP
   Attachment B: Notice to Add or Delete Customers Participating in the Capacity Bidding Program

H. Survival. Notwithstanding the expiration or termination of this Agreement, the Parties shall continue to be bound by the provisions of this Agreement, which, by their nature, survive completion or termination.

I. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

J. Headings. The headings contained in this Agreement are solely for the convenience of the Parties and shall not be used or relied upon in any manner in the construction or interpretation of this Agreement.
AGREEMENT FOR AGGREGATORS PARTICIPATING IN THE CAPACITY BIDDING PROGRAM

IN WITNESS WHEREOF, the authorized representatives of PG&E and Aggregator have executed this Agreement as of the Effective Date.

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PACIFIC GAS AND ELECTRIC COMPANY

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Automated Document – Preliminary Statement Part A
AGREEMENT FOR AGGREGATORS PARTICIPATING IN THE CAPACITY BIDDING PROGRAM

ATTACHMENT A

SCHEDULE E-CBP
ATTACHMENT B

Notice to Add or Delete Customers Participating in the Capacity Bidding Program
ELECTRIC SAMPLE FORM NO. 79-1079
Sheet 1
AGREEMENT FOR AGGREGATORS PARTICIPATING IN THE BASE INTERRUPTIBLE PROGRAM

Please Refer to Attached Sample Form
AGREEMENT FOR AGGREGATORS PARTICIPATING IN THE
BASE INTERRUPTIBLE PROGRAM

This Agreement (Agreement) for Aggregators participating in the Base Interruptible Program (BIP) is entered into by and between Pacific Gas and Electric Company (PG&E), a California corporation, and ___________________________ (Aggregator), a ___________________________. PG&E and Aggregator may sometimes be referred to herein as a “Party” and collectively as the “Parties”.

WHEREAS, the California Public Utilities Commission (CPUC) has authorized PG&E’s Schedule E-BIP, (Schedule E-BIP), which is attached hereto as Attachment A and incorporated herein by this reference, whereby PG&E pays eligible Aggregators for participating in the BIP; and

WHEREAS, the CPUC has authorized the participation of Aggregators in BIP, and Aggregator desires to participate in the BIP subject to the applicable PG&E tariff rules and rate schedules.

NOW, THEREFORE, in consideration of the mutual undertakings set forth below, the Parties agree as follows:

I. AGGREGATOR’S OBLIGATIONS

A. Status: Subject to Applicable PG&E Tariffs. Aggregator’s status in the BIP shall be as an “Aggregator” under Schedule E-BIP. Aggregator shall be subject to all applicable tariff rules and regulations (which rules and regulations are hereby incorporated herein as an integral part of this Agreement), including, but not limited to, the rates, terms and conditions set forth in Schedule E-BIP, as such rules and regulations may be amended from time to time.

B. Representation of Customers. Aggregator shall represent those customers in PG&E’s electric service territory eligible to participate in the BIP, who have elected to participate through Aggregator with respect to such customer’s service agreement(s), by having appropriate contractual or other arrangements with each such eligible customer whereby such customer authorizes Aggregator, as its representative, to receive payments and to pay penalty charges on behalf of such customer in connection with the customer’s participation, through Aggregator, in the BIP. Aggregator shall be solely responsible for having the appropriate contractual or other arrangements with each customer whom Aggregator represents in the BIP. PG&E shall not be responsible for monitoring, auditing, reviewing or enforcing such arrangements. Aggregator acknowledges and agrees that, in its representation of PG&E customers for the BIP, Aggregator is subject to the terms and conditions of Schedule E-BIP and this Agreement.

C. Aggregator Service Establishment. Aggregator must submit an executed Agreement for Aggregators Participating in the BIP. The Agreement becomes effective upon execution by PG&E.

D. Required Notice to Add or Delete Customers. Once Aggregator has entered into the appropriate contractual or other arrangements with each customer whom Aggregator represents in the BIP, Aggregator shall deliver to PG&E a “Notice to Add or Delete Customers Participating in the Base Interruptible Program” in the form attached hereto as Attachment B, adding such customer’s service agreement(s) to Aggregator's portfolio. The Notice shall be executed by the Aggregator and each affected customer. Aggregator shall notify PG&E that it has dropped a customer service agreement from its portfolio by delivering to PG&E a “Notice to Add or Delete Customers Participating in the Base Interruptible Program” signed by customer and Aggregator. Aggregator shall deliver such Notices to PG&E as specified in the Notice.
PG&E must approve each Service Agreement before the Service Agreement can be included in the Aggregator’s portfolio. Additions to and deletions from the Aggregator’s portfolio will be effective as specified in the E-BIP Tariff and the Notice.

E. Ensure Necessary Arrangements with Scheduling Coordinators for Direct Access or Community Choice Aggregation Service (CCA Service) Customers. Aggregator shall be solely responsible for having the appropriate contractual or other arrangements with the Scheduling Coordinator (SC) and/or the Energy Service Provider (ESP)/Community Choice Aggregator (CCA) for each DA/CCA Service customer whom Aggregator represents in the BIP to ensure that PG&E’s SC receives an amount of energy that is equal to the amount of load dropped by Aggregator's customer during a BIP Event. The trade shall be scheduled as a Scheduling Coordinator to Scheduling Coordinator (SC-to-SC) trade to the congestion zone in which the DA/CCA Service customer is located. Aggregator shall not be entitled to any energy payment from PG&E for load dropped by a DA/CCA Service customer during a BIP Event pursuant to an Aggregator nomination unless PG&E receives a SC-to-SC trade for such load reductions during the BIP Event. PG&E shall not be responsible for enforcing requirements applicable to the performance of the Scheduling Coordinators. The Aggregator agrees to follow the SC-to-SC trade protocol in Attachment C. Aggregator shall be required to pay any imbalance charges imposed on PG&E by the California Independent System Operator arising from the Aggregator’s failure to make a compliant SC-to-SC trade for its DA/CCA Service customer’s load drop. The Aggregator is responsible for notifying the ESP/CCA for its DA/CCA Service customers that the ESP/CCA will not be compensated by PG&E for SC-to-SC trades submitted as a result of BIP Events.

F. Secure Customer Participation in Measurement and Evaluation Activities. Aggregator shall agree, and shall cause each customer whom Aggregator represents on the BIP to agree, to (i) allow personnel from the California Energy Commission, PG&E, and their contracting agents reasonable access to customer’s facilities to conduct a site visit for measurement and evaluation of activities related to the BIP; and (ii) participate in and complete any surveys needed to enhance the BIP. Aggregator’s failure to secure these agreements may result in the termination of this Agreement and/or a determination by PG&E that Aggregator is ineligible to participate in the BIP.

G. Timeliness and Due Diligence. Aggregator shall exercise due diligence in meeting its obligations and deadlines under Schedule E-BIP and this Agreement to facilitate customer participation through Aggregator in the BIP.

H. Prohibited Resources. Aggregators shall ensure that Prohibited Resources are not used to reduce load during demand response events, unless the customer has provided a valid attestation supporting its eligibility for an adjustment to the incentives paid based on the nameplate capacity of the Prohibited Resource, and that they are enforcing the Prohibited Resources policy.

Aggregators are responsible for:

(a) Obtaining signed attestations and providing PG&E valid attestation documentation in a mutually agreed upon format from all existing customers by December 31, 2017, and upon enrollment for new customers;
(b) Communicating changes to customer attestations on a monthly basis to PG&E;
(c) Removing customers from their portfolio within 30 days if the customer has violated the Prohibited Resources requirements;
(d) Submitting the attestations for each customer service agreement and applicable Default Adjustment Values (DAV), the sum of the nameplate capacity value of the customer’s Prohibited Resource(s), to PG&E;

(e) Recording, updating, and de-rating their portfolio by a summary DAV on a monthly basis; and

(f) Conducting outreach and notification of the prohibition to their customers, which includes developing metrics, targets and record keeping systems to assess the effectiveness of their customer outreach and notification efforts, as well as demonstrating compliance with the above to PG&E upon request.

Aggregators are responsible for removing customers that do not comply with the prohibition rules or who do not provide a valid attestation in accordance to the “Use of Prohibited Resources” section in Schedule E-BIP. If an Aggregator has been notified that a customer has an uncured Type I Violation or a Type II Violation, the aggregator must remove the customer from its portfolio within 30 days, or PG&E will terminate this agreement.

Aggregators shall enforce the verification and validation of such attestation and resolve issued through the dispute resolution process outlined in Schedule E-BIP.

II. GENERAL TERMS

A. Definitions. Except where explicitly defined herein, the capitalized terms used in this Agreement shall have the meanings set forth in Schedule E-BIP.

B. Customer-Specific Usage or Meter Data. Upon the addition of a Service Agreement to an Aggregator’s portfolio, Usage or meter data for the Service Agreement will become available on a going forward basis via the format available on PG&E’s Website.

III. LIMITATION OF LIABILITIES

A. PG&E shall not be liable to the Aggregator for any damages caused by PG&E’s conduct in compliance with, or as permitted by, Schedule E-BIP or other tariffs, this Agreement and associated legal and regulatory requirements related to the BIP.

B. PG&E’s liability to Aggregator for any loss, cost, claim, injury, liability or expense, including reasonable attorneys’ fees, relating to or arising from any act or omission in PG&E’s performance of this Agreement shall be limited to the amount of direct damage actually incurred. In no event shall PG&E be liable to Aggregator for any indirect, special, consequential or punitive damages of any kind whatsoever, whether in contract, tort or strict liability.
IV. PAYMENT

A. Payment Terms. During the term of this Agreement, PG&E shall make any payments due to Aggregator (after deducting any amounts due to PG&E) pursuant to the terms and conditions of Schedule E-BIP to Aggregator to the following address:

Name: ________________________________
Attention: ________________________________
Address 1: ________________________________
Address 2: ________________________________
City, State, Zip: ________________________________
Federal Tax ID: ________________________________

B. Late Payments. PG&E’s charges to Aggregator as provided in Schedule E-BIP and Commission rules will be considered past due if it is not paid within 15 calendar days after transmittal of an invoice by PG&E. If an Aggregator does not pay PG&E’s invoice within such 15 calendar days, then:

1. A 7-day notice may be mailed to the Aggregator and to each of the customers in the Aggregator’s portfolio. If the charges in the notice remain unpaid after the expiration of the 7-day notice, PG&E shall have the right to terminate the Aggregator Agreement and Aggregator’s participation in the BIP. If Aggregator’s participation in the BIP is terminated, the Aggregator remains responsible for all outstanding charges billed pursuant to Schedule E-BIP, even if such charges are identified after the termination becomes effective.

2. If the Aggregator agreement is not terminated, the Aggregator will be unable to add customers to its portfolio until late payments are cured.

3. PG&E may require full collateral in the form of cash, irrevocable standby letter of credit, security bond or any other security instrument deemed appropriate by PG&E if the Aggregator makes more than one late payment. If such collateral is requested and not provided by the Aggregator to PG&E, the Aggregator’s participation will be subject to termination by PG&E.

V. REPRESENTATIONS AND WARRANTIES

A. Each Party represents and warrants that it is and shall remain in compliance with all applicable laws.

B. Each Party represents and warrants that (a) it has the full power and authority to execute and deliver this Agreement and to perform its terms and conditions; (b) the execution, delivery and performance of this Agreement have been duly authorized by all necessary corporate or other action by such Party; and (c) this Agreement constitutes such Party’s legal, valid and binding obligation, enforceable against such Party in accordance with its terms.

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

D. With each submission of a “Notice to Add or Delete Customers Participating in the Base Interruptible Program,” and until such time as Aggregator submits such Notice for the removal of such customer from Aggregator’s representation, Aggregator represents and warrants that:
AGREEMENT FOR AGGREGATORS
PARTICIPATING IN THE
BASE INTERRUPTIBLE PROGRAM

1. Each customer whom Aggregator represents is eligible to participate in the BIP and has elected to participate in the BIP through Aggregator;

2. Aggregator has entered into the appropriate contractual or other arrangements with such customer whereby such customer has authorized Aggregator to receive payments from and to pay penalty charges to PG&E on behalf of such customer in connection with such customer’s participation in the BIP.

VI. TERM

A. The term of this Agreement shall commence as of the Effective Date and shall continue in full force unless terminated earlier pursuant to this section, Schedule E-BIP, or Section VII.

B. An Aggregator may request to terminate its participation in this program by submitting to PG&E a completed Cancellation of Contract (Form 62-4778) during the program’s opt-out period in November.

VII. TERMINATION

A. Termination for Default. PG&E may immediately terminate this Agreement upon written notice to Aggregator if Aggregator breaches any material obligation under this Agreement and fails to cure such breach within fifteen (15) calendar days after receiving written notice of the breach. Customer must notify PG&E upon curing identified breach.

B. Effect of Termination. Upon an issuance of a notice to terminate this Agreement, PG&E shall have the right to solicite the direct participation in the BIP of customers represented by Aggregator who are eligible to participate directly in the BIP. All Service Agreements will be removed from the Aggregator’s portfolio upon the effective date of the termination.

VIII. INDEMNIFICATION

A. Indemnification of PG&E. To the fullest extent permitted by law, Aggregator shall indemnify, defend and hold harmless PG&E, and its parent company, subsidiaries, affiliates and their respective shareholders, officers, directors, employees, agents, representatives, successors and assigns (collectively, the “Indemnified Parties”), from and against any and all claims, actions, suits, proceedings, losses, liabilities, penalties, fines, damages, costs or expenses, including without limitation reasonable attorneys’ fees (Claim), resulting from (a) any breach of the representations, warranties, covenants and obligations of Aggregator under this Agreement, (b) any act or omission of Aggregator, whether based upon Aggregator’s negligence, strict liability or otherwise, in connection with the performance of this Agreement, or (c) any third party claims of any kind, whether based upon negligence, strict liability or otherwise, arising out of or connected in any way to Aggregator’s performance or nonperformance under this Agreement.

B. Defense of Claim. If any Claim is brought against the Indemnified Parties, Aggregator shall assume the defense of such Claim, with counsel reasonably acceptable to the Indemnified Parties, unless in the opinion of counsel for the Indemnified Parties a conflict of interest between the Indemnified Parties and Aggregator may exist with respect to such Claim. If a conflict precludes Aggregator from assuming the defense, then Aggregator shall reimburse the Indemnified Parties on a monthly basis for the Indemnified Parties’ reasonable defense costs through separate counsel of the Indemnified Parties’ choice. If Aggregator assumes the defense of the Indemnified Parties with acceptable counsel, the Indemnified Parties, at their sole option and expense, may participate in the defense with counsel of their own choice without relieving Aggregator of any of its obligations hereunder.
C. Survival. Aggregator’s obligation to indemnify the Indemnified Parties shall survive the expiration or termination of this Agreement.

IX. NOTICES

A. Mailing Address. Except for payments, which shall be made pursuant to Section IV, any formal notice, request, or demand required or permitted under this Agreement shall be given in writing by PG&E and Aggregator, and shall be (a) mailed by first-class mail, (b) mailed by registered, certified, (c) mailed by overnight mail, (d) delivered by hand, or (e) faxed with confirmation as set forth below, to the other Party as indicated below, or to such other address as the parties may designate by written notice.

To Aggregator:

________________________________________

________________________________________

Phone: ____________________________
Facsimile: ____________________________

To PG&E:

________________________________________

________________________________________

Phone: ____________________________
Facsimile: ____________________________

B. Notices. Notices delivered by hand shall be deemed received when delivered. Notices sent by facsimile shall be deemed received upon receipt but must be confirmed by mail within seventy-two (72) hours. Notices delivered by first class mail shall be deemed received forty-eight (48) hours (not including weekends and holidays) after deposit, postage prepaid, in the U.S. mail, or if certified, registered or overnight mailing is used, as acknowledged by the signed receipt of mailing.

X. CONFIDENTIALITY

A. Confidentiality. Aggregator shall not disclose any Confidential Information obtained pursuant to this Agreement to any third party, including any affiliates of Aggregator, without the express prior written consent of PG&E. As used herein, the term “Confidential Information” means proprietary business, financial and commercial information pertaining to PG&E, customer names and other information related to customers, including energy usage data (Customer Information), any trade secrets and any other information of a similar nature, whether or not reduced to writing or other tangible form. Confidential Information shall not include: (a) information known to Aggregator prior to obtaining the same from PG&E; (b) information in the public domain at the time of disclosure by Aggregator; (c) information obtained by Aggregator from a third party who did not receive the same, directly or indirectly, from PG&E; or (d) information approved for release by express prior written consent of an authorized representative of PG&E.

B. Use of Confidential Information. Aggregator hereby agrees that it shall use the Confidential Information solely for the purpose of performing under this Agreement. Aggregator agrees to use at least the same degree of care Aggregator uses with respect to its own proprietary or confidential information, which in any event shall result in a reasonable standard of care to prevent unauthorized use or disclosure of the Confidential Information.
C. Authorized Disclosure. Notwithstanding any other provisions of this Section Aggregator may disclose any of the Confidential Information in the event, but only to the extent, that, based upon advice of counsel, Aggregator is required to do so by the disclosure requirements of any law, rule, regulation or any order, decree, subpoena or ruling or other similar process of any court, governmental agency or regulatory authority. Prior to making or permitting any such disclosure, Aggregator shall provide PG&E with prompt written notice of any such requirement so that PG&E (with Aggregator’s assistance if requested by PG&E) may seek a protective order or other appropriate remedy.

D. Term. The confidentiality provisions set forth in this Section shall remain in full force and effect with respect to any Confidential Information until the date that is five (5) years after the date of PG&E’s disclosure of such Confidential Information to Aggregator pursuant to this Agreement; provided, further, that such confidentiality provisions shall remain in full force and effect with respect to any Customer Information in perpetuity.

E. Remedies. The Parties acknowledge that the Confidential Information is valuable and unique, and that damages would be an inadequate remedy for breach of this Section and the obligations of Aggregator are specifically enforceable. Accordingly, the Parties agree that in the event of a breach or threatened breach of this Section by Aggregator, PG&E shall be entitled to seek an injunction preventing such breach, without the necessity of proving damages or posting any bond. Any such relief shall be in addition to, and not in lieu of, monetary damages or any other legal or equitable remedy available to PG&E.

XI. MISCELLANEOUS

A. Assignment. This Agreement, and the rights and obligations granted and/or obtained by Aggregator hereunder, shall not be further transferred or assigned by Aggregator without the prior written consent of PG&E. Any assignment in violation of this section shall be void.

B. Independent Contractor. Aggregator shall perform its obligations under this Agreement as an independent contractor, and no principal-agent or employer-employee relationship or joint venture or partnership shall be created with PG&E.

C. Choice of Law. This Agreement shall be carried out and interpreted under the laws of the State of California, without regard to any conflict of law principles thereof. Except for matters and disputes with respect to which the CPUC is the proper venue for dispute resolution pursuant to applicable law or this Agreement, the federal and state courts located in San Francisco, California shall constitute the sole proper venue for resolution of any matter or dispute hereunder. The Parties submit to the exclusive jurisdiction of such courts with respect to such matters and disputes.

D. Resolution of Disputes. Any dispute arising between the Parties relating to the interpretation of this Agreement or to the performance of a Party’s obligations hereunder shall be reduced to writing and referred to the Parties’ designated representative for resolution. The Parties shall be required to meet and confer in an effort to resolve any such dispute.

E. Waiver. Any failure or delay by either Party to exercise any right, in whole or part, hereunder shall not be construed as a waiver of the right to exercise the same, or any other right, at any time thereafter.

F. CPUC Jurisdiction: This Agreement shall be subject to all of PG&E’s applicable tariffs on file with and authorized by the Commission and shall at all times be subject to changes or modifications as the Commission may, from time to time, direct in the exercise of its jurisdiction.
G. **Entire Agreement; Amendments.** This Agreement, including the Attachments listed below, sets forth the entire understanding of the Parties as to the subject matter hereof, and supersedes any prior discussions, offerings, representations or understanding (whether written or oral), and shall only be superseded by an instrument in writing executed by both Parties. This Agreement shall not be modified by course of performance, course of conduct or usage of trade.

  *Attachment A:* Schedule E-BIP  
  *Attachment B:* Notice to Add or Delete Customers Participating in the Base Interruptible Program

H. **Survival.** Notwithstanding the expiration or termination of this Agreement, the Parties shall continue to be bound by the provisions of this Agreement, which, by their nature, survive completion or termination.

I. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

J. **Headings.** The headings contained in this Agreement are solely for the convenience of the Parties and shall not be used or relied upon in any manner in the construction or interpretation of this Agreement.

IN WITNESS WHEREOF, the authorized representatives of PG&E and Aggregator have executed this Agreement as of the Effective Date.

---

**PACIFIC GAS AND ELECTRIC COMPANY**

---

(Signature)  
(Type/Print Name)  
(Title)  
(Date)

---

(Aggregator)  
(Signature)  
(Type/Print Name)  
(Title)  
(Date)
AGREEMENT FOR AGGREGATORS PARTICIPATING IN THE BASE INTERRUPTIBLE PROGRAM

ATTACHMENT A

Schedule E-BIP
AGREEMENT FOR AGGREGATORS PARTICIPATING IN THE BASE INTERRUPTIBLE PROGRAM

ATTACHMENT B

Notice to Add or Delete Customers Participating In the Base Interruptible Program
(Form 79-1080)
NOTICE TO ADD OR DELETE CUSTOMERS PARTICIPATING IN THE BASE INTERRUPTIBLE PROGRAM

Please Refer to Attached Sample Form
NOTICE TO ADD OR DELETE CUSTOMERS PARTICIPATING IN THE BASE INTERRUPTIBLE PROGRAM

Instructions: Aggregators and Customers must use this notice to notify Pacific Gas and Electric Company (PG&E) of their intent to add or delete PG&E customers from the Aggregator’s Base Interruptible Program (BIP) portfolio. Send the completed notice by U.S. mail or fax; however, the original must be mailed as soon as possible if the notice was faxed.

Fax to: Pacific Gas and Electric Company Demand Response Program Department Attn: BIP Manager FAX: 415-973-4177

Mail signed original to: Pacific Gas and Electric Company Demand Response Program Department Attn: BIP Manager P.O Box 770000, N3E San Francisco, CA 94177

PG&E may verify the information on this notice with the Customer.

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<th>Aggregator Company Name:</th>
<th>Aggregator Code:</th>
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This notice adds or deletes a customer’s Service Agreement(s) (SA) from the Aggregator’s BIP portfolio. PG&E will review and approve each SA to be added to determine if it meets the minimum requirements as specified in Schedule E-BIP. PG&E must approve each SA before it can be included in an Aggregator’s portfolio. Additions to the portfolio will be effective upon PG&E’s approval date.

By signing this notice, Aggregator and Customer understand that the Aggregator has the authority to act on behalf of the Customer in connection with the BIP for the Customer’s Service Agreements shown on the next page. Such authority is subject to the applicable terms and conditions of Schedule E-BIP and the Agreement For Aggregators Participating In Base Interruptible Program (Form 79-1079).

Customer designates the above-named Aggregator to act on its behalf as its Aggregator pursuant to Schedule E-BIP for all purposes, including, but not limited to, the receipt of payments, the payment of penalties, if any, and the receipt of all notices sent by PG&E under the program.

Customer understands that PG&E will provide its electric usage and electric meter data for the Service Agreements to Aggregator so Aggregator can determine the payment payable to and penalties chargeable to Customer under Schedule E-BIP. Customer also agrees to allow personnel from the California Energy Commission (CEC), PG&E, and their contracting agents, reasonable access to conduct a site visit for measurement and evaluation, access to the Customer’s interval meter data, and agree to complete any surveys needed to enhance this program.

Customer acknowledges that Aggregator is not PG&E’s agent for any purpose. PG&E shall not be liable to the Customer for any damages resulting from any acts, omissions, or representations made by Aggregator in connection with Aggregator’s solicitation of Customer or with the Aggregator’s performance any of its functions in the BIP. PG&E shall not be liable to Customer for any damages caused to the Customer by any failure by Aggregator to comply with PG&E’s tariffs or for any damages caused by Aggregator’s failure to perform any commitment to the Customer.

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NOTICE TO ADD OR DELETE CUSTOMERS PARTICIPATING IN THE BASE INTERRUPTIBLE PROGRAM

Notice by Aggregator to Add/Delete Customers
Please Print or Type Clearly

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<th>Add/ Delete/ Change¹</th>
<th>Customer Site Name</th>
<th>PG&amp;E Service Agreement Number</th>
<th>Electric Meter Number</th>
<th>Service Address &amp; City</th>
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¹ Customers may re-designate their firm service level or discontinue participation in the Program only once each year during the month of November.
Prohibited Resources Attestation

Customers enrolling in Schedule E-BIP are required to attest to whether or not they have a Prohibited Resource, and if they do, whether or not they intend to use the resource to reduce load during a Demand Response (DR) event.

The following list of distributed energy technologies are prohibited in providing load reduction during DR events: Technologies using diesel, natural gas, gasoline, propane, or liquefied petroleum gas, in Combined Heat and Power (CHP) or non-CHP configuration (“Prohibited Resources”). The following resources are exempt from the prohibition: pressure reduction turbines, waste-heat-to-power bottoming cycle CHP, and storage and storage coupled with renewable generation that meets the relevant greenhouse gas emissions standards adopted for the Self Generation Incentive Program.

Customers must attest to one of the following:

☐ I do not have a Prohibited Resource on-site.

☐ I do have a Prohibited Resource on-site and I will not use the resource to reduce load during any Demand Response Event.

☐ I do have a Prohibited Resource on-site and I may have to run the resource(s) during Demand Response events for safety reasons, health reasons, or operational reasons. My Prohibited Resource(s) has (have) a total nameplate capacity of _________ kW. I understand that this value will be used as the Default Adjustment Value (DAV) to adjust the Demand Response incentives / charge for my account.

If a customer attests to having a Prohibited Resource and plans to use it for safety, health, or operational reasons to reduce load during a Demand Response event, then the customer’s aggregator will be responsible for collecting and providing the Default Adjustment Value (DAV) based on the nameplate capacity of the resource. If the customer has multiple prohibited resources for the same service agreement, then the DAV will be the sum of the nameplate capacity values from all prohibited resources on the same site that are used to reduce load during a Demand Response event. Customers participating in Schedule E-BIP will be allowed to adjust their DAV over the course of a year, under certain conditions, namely that: (a) the customer’s change in DAV results from a change in the operational status of a prohibited resource associated with the customer’s service agreement; and (b) that PG&E can verify this and approves. The DAV will be used to adjust the demand response incentives/charges.

Customers in Schedule E-BIP who do not complete the attestation and return it to PG&E by December 31, 2017, will not be eligible to participate in the program until they do so. A customer that is found in violation of the prohibited resources requirements will be removed from the program by their aggregator if they are enrolled via a third party, and certain violations may cause the customer to be ineligible for all demand response programs subject to the prohibited resource requirement in Decision 16-09-056.

Customer compliance may be subject to verification by a Verification Administrator (which may be either PG&E or a third party).
ELECTRIC SCHEDULE E-BIP
BASE INTERRUPTIBLE PROGRAM

APPLICABILITY: This rate schedule is available until modified or terminated in the rate design phase of the next general rate case or in another proceeding. The E-BIP (Program) is intended to provide load reductions on PG&E’s system. Customers enrolled in the Program will be required to reduce their load down to their Firm Service Level (FSL).

Pursuant to Decision 10-06-034, which placed a Megawatt (MW) cap on emergency demand response programs, the Program may at any time be subject to a cap for new participants.

TERRITORY: The Program is available throughout PG&E’s electric service area.

ELIGIBILITY: Schedule E-BIP is available to PG&E customers receiving bundled-service, Community Choice Aggregation (CCA) service, or Direct Access (DA) service and being billed on a PG&E commercial, industrial, or agricultural electric rate schedule. Each customer, both directly enrolled and those enrolled in a DR aggregator’s portfolio, must take service under the provisions of a demand time-of-use rate schedule to participate in the Program and have at least 100 kilowatt (kW) or higher maximum demand during the summer on-peak or winter partial-peak for at least one month over the previous 12 months. Eligible customers include those receiving partial standby service or services pursuant to one or more of the Net Energy Metering Service schedules except NEMCCSF. Customers participating in Peak Day Pricing (PDP) rate option or Scheduled Load Reduction Program (SLRP) are eligible to participate in Schedule E-BIP.

Customers receiving power from third parties (other than DA and CCA) and customers billed by full standby service are not eligible for Schedule E-BIP. Customers may participate with third-party aggregators in Schedule E-BIP; however, neither those third-party aggregators nor the customers themselves may be the Demand Response Provider (DRP) of record for those customers and may not bid the associated capacity from those customers into the CAISO market. Also, customers are prohibited from participating in Schedule E-BIP if the customer is participating in another capacity-based program, even if PG&E is the DRP such as the Capacity Bidding Program.

Effective January 1, 2018, Schedule E-BIP customers will not be eligible to receive demand response incentives for using a prohibited resource to reduce load during a demand response event, as provided in the Section on the Use of Prohibited Resources within this tariff.

PG&E, acting as a Demand Response Provider (DRP), must be able to register customers who are participating in the Schedule E-BIP into the California Independent System Operator’s (CAISO) Demand Response Registration System (DRRS), which requires Load Serving Entity (LSE) approval. To the extent that PG&E is unable to register the customer and/or the customer’s LSE does not allow the customer to be registered, the customer will be ineligible to participate in the Schedule E-BIP.

A customer may enroll directly with PG&E or with a DR aggregator. A DR aggregator is an entity, appointed by a customer, to act on behalf of said customer with respect to all aspects of the Program, including but not limited to: a) the receipt of notices from PG&E under this Program; b) the receipt of incentive payments from PG&E; and c) the payment of Excess Energy Charges to PG&E.

(Continued)
USE OF PROHIBITED RESOURCES

Effective Date: Effective January 1, 2018, Schedule E-BIP customers will not be eligible to receive demand response incentives for using a prohibited resource to reduce load during a demand response event, as provided in this Section.

Definition: Prohibited resources are defined as distributed generation technologies using diesel; natural gas; gasoline; propane; or, liquefied petroleum gas that are used in topping cycle Combined Heat and Power (CHP) or non-CHP configuration. The following resources are exempted from the prohibition: pressure reduction turbines; waste-heat-to-power bottoming cycle CHP; and, storage and storage coupled with renewable generation that meets the relevant greenhouse gas emissions standards adopted for the Self Generation Incentive Program.

Attestation: Customers must attest to one of the following conditions in order to participate in E-BIP:

- I do not have a Prohibited Resource on-site.
- I do have a Prohibited Resource on-site and I will not use the resource to reduce load during any Demand Response Event.
- I do have a Prohibited Resource on-site and I may have to run the resource(s) during Demand Response events for safety reasons, health reasons, or operational reasons. My Prohibited Resource(s) has (have) a total nameplate capacity of _______ kW. I understand that this value will be used as the Default Adjustment Value (DAV) to adjust the Demand Response incentives / charge for my account.

For those customers attesting to having a Prohibited Resource on-site that will be run during Demand Response events for safety, health, or operational reasons, and therefore requiring a DAV, the nameplate capacity value of the customer’s Prohibited Resource must be provided as part of the attestation. If a customer has multiple Prohibited Resources for the same service agreement, the DAV will be the sum of the nameplate capacity values from all prohibited resources electing to be used to reduce load during a Demand Response event on the same site.

Customers are allowed to adjust their DAV over the course of a year if (a) the customer’s change in DAV results from a change in the operational status of a prohibited resource associated with the customer’s service agreement; and (b) that PG&E can verify this and approves.

For existing directly enrolled customers, PG&E will collect attestations from customers by December 31, 2017. Third Party Aggregators must collect, store, and submit attestations to PG&E for all Schedule E-BIP customers by December 31, 2017. New customers must provide their attestation during the enrollment process.

Aggregator Roles and Responsibilities: Aggregators shall ensure that they are enforcing the Prohibited Resources policy and include similar language in contracts with customers. The aggregator shall communicate the requirements associated with Prohibited Resources and require each customer to complete the attestation described within this section.
USE OF PROHIBITED RESOURCES (Cont’d.)

Aggregators are responsible for: (a) obtaining signed attestations and providing PG&E valid attestation documentation in a mutually agreed upon format from all existing customers by December 31, 2017, and upon enrollment for new customers; (b) communicating changes to customer attestations on a monthly basis to PG&E; (c) removing customers from their portfolio within 30 days if the customer has violated the prohibited resources requirements; (d) submitting the attestations for each customer service agreement and applicable DAVs to PG&E; (e) recording, updating, and de-rating their portfolio by a summary DAV on a monthly basis; and (f) conducting outreach and notification of the prohibition to their customers, which includes developing metrics, targets and record keeping systems to assess the effectiveness of their customer outreach and notification efforts, as well as demonstrating compliance with the above to PG&E upon request.

Verification and Consequences of Non-Compliance: Customer compliance and participation may be subject to verification performed by a Verification Administrator (which may be either PG&E or a third party) and consequences associated with non-compliance.

Participation in E-BIP is contingent on complying with possible verification requests and facility access for site visits, as deemed necessary by the Verification Administrator. Compliance with Verification Administrator requests will be determined by the Verification Administrator.

Per direction from the Verification Administrator, customers may be asked to install a data logger(s) and/or verification meter(s) and/or provide operating logs from such devices.

A customer that is found in violation of the prohibited resources requirements, will be removed from the program by PG&E if the customer is directly enrolled, or by their aggregator if they are enrolled via a third party. Conditions for violations and provisions for re-enrollment include:

(Continued)
USE OF PROHIBITED RESOURCES (Cont’d.)

Type I Violation: A Type I Violation is defined as (a) an existing customer that fails to agree to the prohibition and does not provide an attestation by December 31, 2017; or (b) an invalid attestation, including an inaccurate attestation due to clerical or administrative errors, such as an inaccurate listing of a customer name or the nameplate value of a Prohibited Resource on an attestation, provided in all cases that such Prohibited Resource is not used in violation of the terms of this policy. Customers who have a Type I Violation due to not submitting an attestation will be removed from this Schedule on January 1, 2018, but will be eligible to re-enroll subject to the submittal of the attestation within 60 days. PG&E or its Verification Administrator will notify aggregators with customers that have a Type I Violation due to an invalid attestation, and the customer will have 60 days to cure after this notice by providing a valid attestation, or the customers will be removed from this Schedule. Once removed from this Schedule, the customer or the customer’s aggregator must provide a valid attestation to re-enroll at any time. Customer re-enrollment after the 60 day cure period will be subject to availability of space for the program, and may subject the customer to going onto a waitlist.

Type II Violation: A Type II Violation is defined as the violation of the term(s) of its attestation when (a) the customer attested to the “does not have” or “no-use” provisions of the Prohibited Resource attestation but is determined to have used a Prohibited Resource to reduce load during a demand response event; or (b) the customer submits an invalid nameplate capacity value for the Prohibited Resource(s). A customer with a single instance of a Type II Violation shall be removed from this Schedule and ineligible to enroll in any demand response program subject to the prohibited resource requirement in D.16-09-056 for 12 calendar months from the removal date. A customer with two or more instances of Type II Violations shall be removed from this Schedule and ineligible to enroll in any demand response program subject to the prohibited resource requirement in D.16-09-056 for a period of 36 months from the removal date. Subsequently to this period, the customer will be eligible to re-enroll in this Schedule and all other demand response programs subject to this prohibited resource requirement in D.16-09-056. Customer enrollment after the 12 or 36 month period will be subject to availability of space for the program, and may subject the customer to going onto a waitlist.

Dispute Resolution: Customers disputing a Type I or Type II Violation shall be permitted to engage in a dispute resolution process with the Verification Administrator, PG&E, the Commission, and, if applicable, the customer’s aggregator.
ELECTRIC SCHEDULE E-BIP
BASE INTERRUPTIBLE PROGRAM

METERING EQUIPMENT: Each Service Agreement (SA) must have an MV90 or SmartMeter™ interval meter capable of recording usage in 15-minute intervals installed that can be read remotely by PG&E. A Meter Data Management Agent (MDMA) may also read the customer’s meter on behalf of the customer’s Electric Service Provider (ESP), if a customer is receiving DA service. Metering equipment (including telephone line, cellular, or radio control communication device) must be in operation for at least 45 days prior to participating in the Program in order to meet the CAISO requirement that customers comprising a Reliability Demand Response Resource provide 45 days of historical meter data to the CAISO. If required, PG&E will provide and install the metering equipment at no cost to the bundled service or CCA service customer. The installation of an interval meter for customers taking service under the provisions of DA is the responsibility of the customer’s ESP, or Agent, and must be installed in accordance with Electric Rule 22.

Customers receiving an MV90 interval meter at no charge from PG&E through the Program must remain enrolled for a minimum period of one year. Customers who received an MV90 interval meter through the Program but who later elect to leave prior to the one-year anniversary date, or is terminated for cause, must reimburse PG&E for all expenses associated with the installation and maintenance of the meter. Such charges will be collected as a one-time payment pursuant to Electric Rule 22, Section I. Customers who leave the Program after one year may continue their use of the MV90 meter at no additional cost.

Direct Access Service Customers – If PG&E is the MDMA, no additional fees will be required from the customer. If PG&E is not the MDMA, the customer will be responsible for any and all costs associated with providing the interval data into the PG&E system on a daily basis. This includes any additional metering or communication devices that may need to be installed and any additional fees assessed by the customer’s ESP. Prior to a customer’s participation in the Program, the customer must be able to successfully transfer meter data within PG&E’s specification on a daily basis for a period of no less than 10 days to establish its baseline.

Until all necessary equipment is installed and all requirements have been met, new customers will not receive incentive payments or be assessed Excess Energy Charges or be obligated to participate in curtailment events.

DISPATCH / NOTIFICATION SYSTEMS: PG&E’s demand response operations website, located at https://inter-act.pge.com, will be used to communicate all curtailment events to the customer.

Directly-enrolled customers and DR aggregators, at their expense, must have access to the internet and an e-mail address to receive notification via the internet. In addition, they must have, at their expense, a cellular telephone that is capable of receiving a text message sent via the internet. Customers cannot participate in the Program until all of these requirements have been satisfied.

In the event of a Program curtailment, directly-enrolled customers and DR aggregators will be notified using one or more of the above-mentioned systems. Receipt of such notice is the responsibility of the directly-enrolled customer and DR aggregator. PG&E does not guarantee the reliability of the e-mail system or Internet site by which notification is received.

(Continued)
**PROGRAM DETAILS:**

PG&E will register each customer at the CAISO for the purposes of bidding into its market as a Reliability Demand Response Resource (RDRR) product. PG&E will assign each customer, both directly enrolled and through a DR aggregator, to a CAISO sub-Load Aggregation Point (sub-LAP). CAISO sub-LAP may change over time, and will be disaggregated by LSE.

Directly-enrolled customers and DR aggregators will be given at least 30 minutes notice before each curtailment.

A program curtailment event will be limited to a maximum of one (1) event per day and four (4) hours per event. The Program will not exceed 10 events during a calendar month, or 180 hours per calendar year.

All customers will be placed on a calendar billing cycle and their regular electric service bills will continue to be calculated each month based on actual recorded monthly demands and energy usage.

The Program will be operated throughout the year.

PG&E may terminate the Program, as directed by the Commission, upon 30 days written notice to all directly-enrolled customers and DR aggregators.

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**Advice 4991-E-B**

**Decision 16-09-056**

**Issued by Robert S. Kenney, Vice President, Regulatory Affairs**

**Date Filed June 15, 2017**

**Effective Resolution**
PROGRAM TESTING:
PG&E may call two (2) test events per year at its or the CAISO’s discretion. These test events will be operated, paid, and counted as Program events.

PG&E may conduct a monthly notification test to test its notification system. The monthly notification test will not count toward the Program event limits. No actual load curtailment is required.

INCENTIVE PAYMENTS:
Incentives will be paid on a monthly basis based on the directly enrolled customer’s or DR aggregator’s CAISO sub-LAP portfolio monthly Potential Load Reduction (PLR) amount, minus the sum of any applicable default adjustment values (DAVs):

- Potential Load Reduction (net DAV)  Incentive
  - 1 kW to 500 kW  $8.00/kW
  - 501 kW to 1,000 kW  $8.50/kW
  - 1,001 kW and greater  $9.00/kW

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

Summer Season (May 1 through October 31): The difference of the directly enrolled customer’s or DR aggregator’s CAISO sub-LAP portfolio average monthly on-peak period demand (on-peak kWh divided by available on-peak hours), excluding days participating in a DR program event, and its designated FSL, minus the sum of any applicable DAVs.

Winter Season (November 1 through April 30): The difference of the directly enrolled customer’s or DR aggregator’s CAISO sub-LAP portfolio customer’s average monthly partial-peak period demand (partial-peak kWh divided by available partial-peak hours), excluding days participating in a DR program event, and its designated FSL, minus the sum of any applicable DAVs.

The customer’s interval data is available through PG&E’s Inter-Act system. The data may not match billing quality data. All incentive payment calculations use billing quality data.
EXCESS ENERGY CHARGES:

Excess Energy is any energy (kWh) consumed during a curtailment event that is in excess of the customer’s FSL. The energy usage is measured in 15-minute intervals.

Customers will be assessed an Excess Energy Charge at $6.00 per kilowatt-hour (kWh).

PG&E will evaluate and apply Excess Energy Charges for directly-enrolled customers’ and DR aggregators’ CAISO sub-LAP portfolio no later than 90 days after each curtailment event. The incentive payments will be reflected on the directly-enrolled customers’ regular monthly bills as an adjustment. PG&E will adjust DR aggregators’ payments based on performance no later than 90 days after a curtailment event.

PG&E may elect to evaluate and assess the Excess Energy Charges associated with several curtailment events as a single adjustment.

PROGRAM RETEST:

If a customer fails to reduce its load down to or below its FSL throughout the curtailment event, including test event, PG&E may require a re-test that will not count toward the Program event limits. The Excess Energy Charge will increase to $8.40 per kilowatt-hour (kWh) for the re-test and will continue at this level for the remainder of the calendar year.

If the customer fails to reduce its load down to or below its FSL during the re-test, the customer has the option to either: a) de-enroll from the program, b) be re-tested at the current FSL, or c) modify its FSL to an achievable level that meets Program requirements. PG&E may require the customer be re-tested at the new FSL.

If the customer does not modify its FSL, de-enroll from the Program, or successfully comply with the re-test, then PG&E will either: a) set the customer’s FSL to the highest FSL that meets the Program requirements and require a re-test, b) re-test the customer at its current FSL, or c) terminate the customer’s participation.

There is no limit to the number of re-tests to which a customer is subject. The customer will be subject to an additional Excess Energy Charge for each failed re-test.

For aggregators who fail to comply with a curtailment event, the methodology specified above will be applied at the DR aggregator’s CAISO sub-LAP portfolio. In the event an aggregation within an aggregator’s CAISO sub-LAP portfolio fails a load curtailment test, only the customers in the failed aggregation that failed to reduce their loads below their FSL will be retested.
ELECTRIC SCHEDULE E-BIP
BASE INTERRUPTIBLE PROGRAM

PROGRAM TRIGGERS:
1) The CAISO issues a market award or dispatch instruction by CAISO sub-LAP pursuant to CAISO Operating Procedure 4420. (L)
2) PG&E in its sole discretion may dispatch one or more customers to address transmission or distribution reliability needs. (L)

CONTRACTS:
Customers, both directly-enrolled and those in a DR aggregator’s portfolio, may re-designate their FSL or discontinue participation in the Program once annually by providing a 30-day written notice during the month of November, unless the change in the customer’s FSL is due to an update to its attestation of the Prohibited Resource(s), subject to PG&E’s approval. The adjustment of the FSL due to a change in attestation will be effective on the next regularly scheduled meter read date after PG&E approval. The adjustment of the FSL due to a change in attestation will be effective on the next regularly scheduled meter read date after PG&E approval. Cancellation will be effective January of the following year. Customers may de-enroll prior to the end of the first year if they do so to participate in the 2016 Demand Response Auction Mechanism Pilot, as directed by the California Public Utilities Commission in Resolution E-4728.

DR aggregators must submit a signed Agreement For Aggregators Participating in the Base Interruptible Program (Form 79-1079).

AGGREGATOR’S PORTFOLIO:
DR aggregators must submit a Notice to Add or Delete Customers Participating in the Base Interruptible Program (Form 79-1080) signed by the aggregated customer to add or delete a customer from its portfolio. PG&E will review and approve each SA before enrollment under the aggregator’s portfolio. Each SA may be included in only one portfolio at a time.

PG&E will only add a new customer to a DR aggregator’s portfolio after all necessary equipment is installed and all requirements have been met. Metering equipment (including telephone line, cellular, or radio control communication device) must be in operation for at least 45 days prior to participating in the Program.

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

SPECIAL CONDITIONS FOR COMMUNITY CHOICE AGGREGATION SERVICE (CCA SERVICE) CUSTOMERS AND DIRECT ACCESS (DA) CUSTOMERS:
DA/CCA Service customers enrolling directly with PG&E must make the necessary arrangements with their ESP/CCA before enrolling in this Program. Aggregators must make the necessary arrangements with the ESP and CCA before enrolling DA or CCA Service customers in this Program. Aggregators must notify the ESP/CCA of its DA/CCA Service customers.
INTERACTION WITH CUSTOMER’S OTHER APPLICABLE PROGRAMS AND CHARGES:

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

Customers enrolled in the Program may also participate in one of the following PG&E DR programs: Scheduled Load Reduction Program (Schedule E-SLRP), or the Peak Day Pricing (PDP) rate option.

UNDER-FREQUENCY RELAY PROGRAM:

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

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

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

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

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

4) Rate for UFR Service: Customers participating in the UFR Program will receive a $0.67/kW demand credit on a monthly basis based on their average monthly on-peak period demand in the summer and the average monthly partial-peak demand in the winter.
ELECTRIC SCHEDULE E-CBP
CAPACITY BIDDING PROGRAM

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

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

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

Customers that receive electric power from third parties (other than through direct access and Community Choice Aggregation) and customers billed for standby service are not eligible for Schedule E-CBP. Eligible customers include those receiving partial standby service or services pursuant to one or more of the Net Energy Metering Service schedules except NEMCCSF.

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

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

Effective January 1, 2018, Schedule E-CBP customers will not be eligible to receive demand response incentives for using a prohibited resource to reduce load during a demand response event, as provided in the Section on the Use of Prohibited Resources within this tariff.

Aggregators and customers participating in Schedule E-CBP must comply with the terms of this schedule and associated agreements.

SUBSCRIPTION LIMIT: PG&E reserves the right to limit the subscription amount available to participate in Schedule E-CBP, consistent with Commission guidelines.
CAPACITY PAYMENT AND CAPACITY PENALTY:

All Capacity Payments will be determined for each Capacity Nomination as specified below. The Aggregator will receive Capacity Payments and Capacity Penalties for Bundled, DA, CCA Service customers.

If a CBP Event was not called for a Capacity Nomination during the operating month, then the Capacity Payment for the operating month is equal to the product of Nominated Capacity (adjusted for the sum of the Prohibited Resource Default Adjustment Values) and Capacity Price for the applicable operating month, option, and product.

If one or more CBP Events were called for a Capacity Nomination during the operating month, then the Capacity Payment for the operating month will be determined for each called Capacity Nomination as follows:

1) The Hourly Delivered Capacity for the event hour is equal to the sum of the baselines for each individual SA in the Capacity Nominations called for the event hour minus the sum of the event demands for each individual SA in the Capacity Nominations called for the event hour. The event demand is defined as the energy consumed during the event plus the Prohibited Resource Default Adjustment Value.

2) The Hourly Delivered Capacity Ratio for the event hour is the sum of Hourly Delivered Capacity for all Capacity Nominations called for that hour divided by the sum of the Nominated Capacity for all Capacity Nominations called for that hour. When a CBP event is called for one or more Sub-LAPs, the Hourly Delivered Capacity Ratio for the event hour will be calculated on a cumulative basis for Aggregator’s performance in all Sub-LAPs that received a Notice of the CBP event for the hour.

3) The Unadjusted Hourly Capacity Payment for a Capacity Nomination equals the product of the Nominated Capacity for the operating month, minus the sum of the Prohibited Resource Default Adjustment Values, and the Capacity Price for the operating month divided by the number of event hours in the operating month for the Capacity Nomination.

(Continued)
ENERGY PAYMENT:

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

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

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

\[
\text{Nominated Energy}_{HR} = \text{Nominated Capacity}_{HR} - \text{Sum of Default Adjustment Values} \tag{N}
\]

\[
\text{Delivered Energy}_{HR} = \text{lesser of Delivered Capacity}_{HR} \text{ or - Sum of Adjustment Values or } 1.5 \times \text{Nominated Energy}_{HR} \tag{N}
\]

\[
\text{If Delivered Energy}_{HR} \geq \text{Nominated Energy}_{HR} \]
\[
\text{Energy Payment}_{HR} = \text{Delivered Energy}_{HR} \times \text{Energy Price} \tag{HR}
\]

\[
\text{If Delivered Energy}_{HR} < \text{Nominated Energy}_{HR} \]
\[
\text{Energy Payment}_{HR} = \text{Delivered Energy}_{HR} \times \text{Energy Price} \tag{HR} \text{ less } (\text{Nominated Energy}_{HR} - \text{Delivered Energy}_{HR}) \times \text{the higher of the ex-post energy price for the event hour or the Energy Price}_{HR}
\]

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

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

SPECIAL CONDITIONS FOR DIRECT ACCESS AND CCA SERVICE CUSTOMERS:

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

PG&E will not provide energy payments to Aggregator on behalf of a DA or CCA service customer, for load reductions during CBP events ($0/kWh). Aggregators will still receive capacity payments from PG&E for DA or CCA customers’ load as applicable under this Schedule. This provision does not prevent DA or CCA customers from entering into arrangements with their respective ESPs or CCAs to receive part or all of the energy benefits derived from the DA or CCA customers’ load reductions during CBP events.

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

Effective Date: Effective January 1, 2018, Schedule E-CBP customers will not be eligible to receive demand response incentives for using a prohibited resource to reduce load during a demand response event, as provided in this Section.

Definition: Prohibited resources are defined as distributed generation technologies using diesel; natural gas; gasoline; propane; or liquefied petroleum gas that are used in topping cycle Combined Heat and Power (CHP) or non-CHP configuration. The following resources are exempted from the prohibition: pressure reduction turbines; waste-heat-to-power bottoming cycle CHP; and, storage and storage coupled with renewable generation that meets the relevant greenhouse gas emissions standards adopted for the Self Generation Incentive Program.

Attestation: Customers must attest to one of the following conditions in order to participate in E-CBP:

- I do not have a Prohibited Resource on-site.
- I do have a Prohibited Resource on-site and I will not use the resource to reduce load during any Demand Response Event.
- I do have a Prohibited Resource on-site and I may have to run the resource(s) during Demand Response events for safety reasons, health reasons, or operational reasons. My Prohibited Resource(s) has (have) a total nameplate capacity of _______ kW. I understand that this value will be used as the Default Adjustment Value (DAV) to adjust the Demand Response incentives/charge for my account.

For those customers attesting to having a Prohibited Resource on-site that will be run during Demand Response events for safety, health, or operational reasons, and therefore requiring a DAV, the nameplate capacity value of the customer’s Prohibited Resource must be provided as part of the attestation. If a customer has multiple Prohibited Resources for the same service agreement, then the DAV will be the sum of the nameplate capacity values from all prohibited resources electing to be used to reduce load during a Demand Response event on the same site.

Customers are allowed to adjust their DAV over the course of a year if (a) the customer’s change in DAV results from a change in the operational status of a prohibited resource associated with the customer’s service agreement; and (b) that PG&E can verify this and approves.

CBP Aggregators must collect, store, and submit attestations to PG&E for all Schedule-CBP customers by December 31, 2017. New customers must provide their attestation during the enrollment process.

Aggregator Roles and Responsibilities: Aggregators shall ensure that they are enforcing the Prohibited Resources policy and include similar language in contracts with customers. The aggregator shall communicate the requirements associated with Prohibited Resources and require each customer to complete the attestation described within this section.

(Continued)
Aggregators are responsible for: (a) obtaining signed attestations and providing PG&E valid attestation documentation in a mutually agreed upon format from all existing customers by December 31, 2017, and upon enrollment for new customers; (b) communicating changes to customer attestations on a monthly basis to PG&E; (c) removing customers from their portfolio within 30 days if the customer has violated the prohibited resources requirements; (d) submitting the attestations for each customer service agreement and applicable DAVs to PG&E; (e) recording, updating, and rating their portfolio by a summary DAV on a monthly basis; and (f) conducting outreach and notification of the prohibition to their customers, which includes developing metrics, targets and record keeping systems to assess the effectiveness of their customer outreach and notification efforts, as well as demonstrating compliance with the above to PG&E upon request.

**Verification and Consequences of Non-Compliance:** Customer compliance and participation may be subject to verification performed by a Verification Administrator (which may be either PG&E or a third party) and consequences associated with non-compliance.

Participation in E-CBP is contingent on complying with possible verification requests and facility access for site visits, as deemed necessary by the Verification Administrator. Compliance with Verification Administrator requests will be determined by the Verification Administrator.

Per direction from the Verification Administrator, customers may be asked to install a data logger(s) and/or verification meter(s) and/or provide operating logs from such devices.

A customer that is found in violation of the prohibited resources requirements will be removed from the program by the customer’s aggregator. Conditions for violations and provisions for re-enrollment include:

Type I Violation: A Type I Violation is defined as (a) an existing customer that fails to agree to the prohibition and does not provide an attestation by December 31, 2017; or (b) an invalid attestation, including an inaccurate attestation due to clerical or administrative errors, such as an inaccurate listing of a customer name or the nameplate value of a Prohibited Resource on an attestation, provided in all cases that such Prohibited Resource is not used in violation of the terms of this policy. Customers who have a Type I Violation due to not submitting an attestation will be removed from this Schedule on January 1, 2018, but will be eligible to re-enroll subject to the submittal of the attestation. PG&E or its Verification Administrator will notify aggregators with customers that have a Type I Violation due to an invalid attestation, and the customer will have 60 days to cure after this notice by providing a valid attestation, or the customers will be removed from this Schedule. Once removed from this Schedule, the customer or the customer’s aggregator must provide a valid attestation to re-enroll at any time.
Type II Violation: A Type II Violation is defined as the violation of the term(s) of its attestation when (a) the customer attested to the “does not have” or “no-use” provisions of the Prohibited Resource attestation, but is determined to have used a Prohibited Resource to reduce load during a demand response event, or (b) the customer submits an invalid nameplate capacity value for the Prohibited Resource(s). A customer with a single instance of a Type II Violation shall be removed from this Schedule and ineligible to enroll in any demand response program subject to the prohibited resource requirement in D.16-09-056 for 12 calendar months from the removal date. A customer with two or more instances of Type II Violations shall be removed from this Schedule and ineligible to enroll in any demand response program subject to the prohibited resource requirement in D.16-09-056 for a period of three years from the removal date. Subsequently to this period, the customer will be eligible to re-enroll in this Schedule and all other demand response programs subject to this prohibited resource requirement in D.16-09-056.

Dispute Resolution: Customers disputing a Type I or Type II Violation shall be permitted to engage in a dispute resolution process with the Verification Administrator, PG&E, the Commission, and the customer’s aggregator.

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

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

The following options are available if a customer’s SA does not already have an approved interval meter or SmartMeter:

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

2) For Bundled Service and CCA Service SAs whose maximum billed demand has not exceeded the level specified in item 1 above, the customer can elect one of the following:
   a. Pay the cost to have PG&E install a non-SmartMeter at the customer’s expense pursuant to Electric Rule 2, Special Facilities, or
   b. Wait until a PG&E SmartMeter is installed and remote-read enabled.

3) For Direct Access SAs where PG&E is the MDMA, no incremental fees are required. Metering services shall be provided pursuant to Electric Rule 22.
ELECTRIC SCHEDULE E-CBP
CAPACITY BIDDING PROGRAM

METERING AND COMMUNICATIONS EQUIPMENT: (Cont’d.)
4) For Direct Access SAs where PG&E is not the MDMA, then the customer will be
responsible for any and all costs associated with providing PG&E acceptable
interval data on a daily basis, including any additional metering, communication
equipment, and fees assessed by the customer’s Electric Service Provider (ESP).
Metering services shall be provided pursuant to Electric Rule 22.

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.

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

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

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

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

PG&E will make best efforts to notify Aggregators; however receipt of such notice is the
responsibility of the Aggregator. PG&E does not guarantee the reliability of the pager
system, e-mail system, or website by which the Aggregator receives notification.

COORDINATION WITH AUTODR:
In the event a customer in the AutoDR program opts out of a CBP Event, or if the
AutoDR notification to the customer’s AutoDR enabled equipment fails for any reason,
the Aggregator shall not be relieved of its obligation to provide its full Capacity
Nominations.

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

CONTRACTUAL ARRANGEMENT BETWEEN CUSTOMER AND AGGREGATOR:
The terms and conditions of the agreement governing the relationship between the
Aggregator and a customer with respect to such customer’s participation in the CBP
through such Aggregator are independent of PG&E. Any disputes arising between
Aggregator and such customer shall be resolved by the parties.
BILLING DISPUTES: If an Aggregator disputes a bill issued by PG&E, the disputed amount will be deposited by the Aggregator with the California Public Utilities Commission (Commission) pending resolution of the dispute under the existing Commission procedures for resolving such disputes with PG&E. No termination of participation in the CBP will occur for this dispute while the Commission is hearing the matter, provided that the full amount in dispute is deposited with the Commission.

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

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

Day-Ahead Option:

PG&E may trigger a Day-Ahead CBP Event for one or more Load Zones when: 1) PG&E’s procurement stack is expected to require the dispatch of electric generation facilities with heat rates of 15,000 BTU/kWh or greater for the day-ahead market, and the CAISO day-ahead market price exceeds $70/MWh; 2) PG&E receives a market award or dispatch instruction from the CAISO for a Proxy Demand Response bid, 3) when PG&E, in its sole opinion, forecasts that generation resources or electric system capacity may not be adequate, or 4) for forecasted temperature for a Load Zone exceeds the temperature threshold for the Load Zone. PG&E reserves the right not to call an event even when these thresholds are reached when PG&E, in its sole opinion, forecasts that resources may be adequate.

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

Day-Of Option:

PG&E may trigger a Day-Of Event for one or more Load Zones when: 1) PG&E’s procurement stack is expected to require the dispatch of electric generation facilities with heat rates of 15,000 BTU/kWh or greater for the real-time market, and the CAISO real-time market price exceeds $70/MWh; 2) PG&E receives a market award or dispatch instruction from the CAISO for a Proxy Demand Response bid, 3) PG&E, in its sole opinion, forecasts that generation resources or electric system capacity may not be adequate, or 4) the forecasted temperature for a Load Zone exceeds the temperature threshold for the Load Zone. PG&E reserves the right not to call an event even when these thresholds are reached when PG&E, in its sole opinion, forecasts that resources may be adequate.

PG&E will notify the affected Aggregators on a day-of basis, with at least three hours notice prior to the start of a Day-Of Event.
PROGRAM RESEARCH AND ANALYSIS: All customers participating on this program agree to allow personnel from the California Energy Commission (CEC), PG&E, and their contracting agents, reasonable access to conduct a site visit for measurement and evaluation, access to the customer’s interval meter data, and agree to complete any surveys needed to enhance this program.

PG&E may release customer information to the CAISO in order to facilitate direct participation of retail demand response resources in the CAISO wholesale market.

ACCESS TO CUSTOMER SPECIFIC USAGE DATA: PG&E will provide an aggregated customer’s electric usage and electric meter data for the Service Agreements to its Aggregator so Aggregator can determine the payment payable to and penalties chargeable to Customer under Schedule E CBP.

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

PAYMENTS, AND AFFECT ON CUSTOMER’S BILL FOR THE OAS: Payments due under this program will be sent as a check to the Aggregator within 60 calendar days after the end of the operating month. The charges under the OAS for an aggregated customer will not be adjusted.

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<td>Agreement for Customers Taking Service on Schedule E-31</td>
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<td>79-1006</td>
<td>Municipal Departing Load - Nonbypassable Charge Statement</td>
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<td>Community Choice Aggregator (CCA) Service Agreement</td>
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<td>Agreement for Schedule A-15 Fixed Usage Estimate</td>
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<td>79-1143</td>
<td>California State Government Customers On-Bill Financing Loan Agreement</td>
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<td>79-1150</td>
<td>Renewable Market Adjusting Tariff Power Purchase Agreement</td>
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<td>Authorization To Add Loan Charges To Utility Bill (Residential)</td>
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<td>Electric Vehicle Submetering Meter Data Management Agent (MDMA) Registration Agreement</td>
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<td>Plug-In Electric Vehicle Submetering Pilot Phase 2 Submeter MDMA Registration Agreement</td>
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Attachment 2

Modification of Tariffs and Forms
(Redlined Version)
NOTICE TO ADD OR DELETE CUSTOMERS PARTICIPATING IN THE CAPACITY BIDDING PROGRAM

Instructions: Aggregators and Customers use this notice to officially notify Pacific Gas and Electric Company (PG&E) of your intent to add or delete PG&E customers from the Aggregator’s CBP portfolio. Send the completed notice to PG&E’s Demand Response Program Department by U.S. mail or fax; however, the original must be mailed as soon as possible if the notice was faxed.

Fax to: Pacific Gas and Electric Company Demand Response Program Department Attn: CBP Manager FAX: 415-973-4177

Mail signed original to: Pacific Gas and Electric Company Demand Response Program Department Attn: CBP Manager 245 Market Street, N3E San Francisco, CA 94105

PG&E may verify the information on this notice with the Customer.

Aggregator Company Name: ___________________________ Aggregator Code: ___________________________

This notice adds or deletes a customer’s Service Agreements from the Aggregator’s CBP portfolio. PG&E will review and approve each Service Agreement to be added to determine if it meets the minimum requirements as specified in Schedule E-CBP. PG&E must approve each Service Agreement before the Service Agreement can be included in an Aggregator’s portfolio. Additions to the portfolio will be effective upon PG&E’s approval date. Deletions from the portfolio will be effective at the end of the current calendar month in which this notice is received provided PG&E receives this notice at least 15 calendar days prior to the end of the current month.

By signing this notice, Aggregator and Customer understand that the Aggregator has the authority to act on behalf of the Customer in connection with the CBP for the Customer’s Service Agreements shown below. Such authority is subject to the applicable terms and conditions of Schedule E-CBP and the Agreement For Aggregators Participating In The Capacity Bidding Program (Form 79-1076).

Customer designates the above-named Aggregator to act on its behalf as its Aggregator pursuant to Schedule E-CBP for all purposes, including, but not limited to, the receipt of payments, the payment of penalties, if any, and the receipt of all notices sent by PG&E under the E-CBP program.

Customer understands that PG&E will provide its electric usage and electric meter data for the Service Agreements to Aggregator so Aggregator can determine the payment payable to and penalties chargeable to Customer under Schedule E-CBP. Customer also agrees to allow personnel from the California Energy Commission (CEC), PG&E, and their contracting agents, reasonable access to conduct a site visit for measurement and evaluation, access to the Customer’s interval meter data, and agree to complete any surveys needed to enhance this program.

Customer acknowledges that Aggregator is not PG&E’s agent for any purpose. PG&E shall not be liable to the Customer for any damages resulting from any acts, omissions, or representations made by Aggregator in connection with Aggregator’s solicitation of Customer or with the Aggregator’s performance of its functions in the CBP. PG&E shall not be liable to Customer for any damages caused to the Customer by any failure by Aggregator to comply with PG&E’s tariffs or for any damages caused by Aggregator’s failure to perform any commitment to the Customer.

Customer Name: ___________________________ Aggregator Name: ___________________________

Title: ___________________________ Title: ___________________________

Signature: ___________________________ Signature: ___________________________

Date: ___________________________ Date: ___________________________

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Form 79-1075
Advice 3370-G / 4200-E
March 2013
Notice by Aggregator to Add/Delete Customers

(Please Print or Type Clearly)

Aggregator Name: _________________________________________________________________

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<tr>
<th>Add/ Delete</th>
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Notice to Add or Delete Customers Participating in the Capacity Bidding Program

Prohibited Resources Attestation

Customers enrolling in Schedule E-CBP are required to attest to whether or not they have a Prohibited Resource, and if they do, whether or not they intend to use the resource to reduce load during a Demand Response (DR) event.

The following list of distributed energy technologies are prohibited in providing load reduction during DR events:
- Technologies using diesel, natural gas, gasoline, propane, or liquefied petroleum gas, in Combined Heat and Power (CHP) or non-CHP configuration (“Prohibited Resources”). The following resources are exempt from the prohibition: pressure reduction turbines, waste-heat-to-power bottoming cycle CHP, and storage and storage coupled with renewable generation that meets the relevant greenhouse gas emissions standards adopted for the Self Generation Incentive Program.

 Customers must attest to one of the following:
☐ I do not have a Prohibited Resource on-site.
☐ I do have a Prohibited Resource on-site and I will not use the resource to reduce load during any Demand Response Event.
☐ I do have a Prohibited Resource on-site and I may have to run the resource(s) during Demand Response events for safety reasons, health reasons, or operational reasons. My Prohibited Resource(s) has (have) a total nameplate capacity of _________ kW. I understand that this value will be used as the Default Adjustment Value (DAV) to adjust the Demand Response incentives/charge for my account.

If a customer attests to having a Prohibited Resource and plans to use it for safety, health, or operational reasons to reduce load during a Demand Response event, then the customer’s aggregator will be responsible for collecting and providing the Default Adjustment Value (DAV) based on the nameplate capacity of the resource. If the customer has multiple prohibited resources for the same service agreement, then the DAV will be the sum of the nameplate capacity values from all prohibited resources on the same site that are used to reduce load during a Demand Response event. Customers participating in Schedule E-CBP will be allowed to adjust their DAV over the course of a season, under certain conditions, namely that: (a) the customer’s change in DAV results from a change in the operational status of a prohibited resource associated with the customer’s service agreement; and (b) that the PG&E can verify this and approves. The DAV will be used to adjust the demand response incentives/charges.

Customers in Schedule E-CBP who do not complete the attestation and return it to PG&E by December 31, 2017, will not be eligible to participate in the program until they do so. A customer that is found in violation of the prohibited resources requirements will be removed from the program by their aggregator if they are enrolled via a third party, and certain violations may cause the customer to be ineligible for all demand response programs subject to the prohibited resource requirement in Decision 16-09-056.

Customer compliance may be subject to verification by a Verification Administrator (which may be either PG&E or a third-party).
AGREEMENT FOR AGGREGATORS PARTICIPATING IN THE CAPACITY BIDDING PROGRAM

This Agreement (Agreement) for Aggregators participating in the Capacity Bidding Program (CBP) is entered into by and between Pacific Gas and Electric Company (PG&E), a California corporation, and ______________________________ (Aggregator), a ______________________________ corporation, to participate in the CBP. PG&E and Aggregator may sometimes be referred to herein as a “Party” and collectively as the “Parties”. The Parties agree as follows:

WHEREAS, the California Public Utilities Commission (CPUC) has authorized the CBP, a capacity bidding program as set forth in PG&E’s Schedule E-CBP, which is attached hereto as Attachment A and incorporated herein by this reference, whereby PG&E pays eligible Aggregators for participating in the CBP; and

WHEREAS, the CPUC has authorized the participation of Aggregators in the CBP, and Aggregator desires to participate in the CBP subject to the applicable PG&E tariff rules and rate schedules.

NOW, THEREFORE, in consideration of the mutual undertakings set forth below, the Parties agree as follows:

I. AGGREGATOR’S OBLIGATIONS

A. Status: Subject to Applicable PG&E Tariffs. Aggregator’s status in the CBP shall be as an “Aggregator” under Schedule E-CBP. Aggregator shall be subject to all applicable tariff rules and regulations (which rules and regulations are hereby incorporated herein as an integral part of this Agreement), including, but not limited to, the rates, terms and conditions set forth in Schedule E-CBP, as such rules and regulations may be amended from time to time.

B. Representation of Customers. Aggregator shall represent those customers in PG&E’s electric service territory eligible to participate in the CBP, who have elected to participate through Aggregator with respect to such customer’s service agreement(s), by having appropriate contractual or other arrangements with each such eligible customer whereby such customer authorizes Aggregator, as its representative, to receive payments and to pay penalty charges on behalf of such customer in connection with the customer’s participation, through Aggregator, in the CBP. Aggregator shall be solely responsible for having the appropriate contractual or other arrangements with each customer whom Aggregator represents in the CBP. PG&E shall not be responsible for monitoring, auditing, reviewing or enforcing such arrangements. Aggregator acknowledges and agrees that, in its representation of PG&E customers for the CBP, Aggregator is subject to the terms and conditions of Schedule E-CBP and this Agreement.

C. Aggregator Service Establishment. Aggregator must submit an executed Agreement for Aggregators Participating in the CBP. The Agreement becomes effective upon execution by PG&E.

D. Required Notice to Add or Delete Customers. Once Aggregator has entered into the appropriate contractual or other arrangements with each customer whom Aggregator represents in the CBP, Aggregator shall deliver to PG&E a “Notice to Add or Delete Customers Participating in the Capacity Bidding Program” in the form attached hereto as Attachment B, adding such customer’s service
agreement(s) to Aggregator’s portfolio. The Notice shall be executed by the Aggregator and each affected customer. Aggregator shall notify PG&E that it has dropped a customer service agreement from its portfolio by delivering to PG&E a “Notice to Add or Delete Customers Participating in the Capacity Bidding Program” signed by customer and Aggregator. Aggregator shall deliver such Notices to PG&E as specified in the Notice.

PG&E must approve each Service Agreement before the Service Agreement can be included in the Aggregator’s portfolio. Additions to and deletions from the Aggregator’s portfolio will be effective as specified in the E-CBP Tariff and the Notice.

E. Ensure Necessary Arrangements with Scheduling Coordinators for Direct Access and CCA Service Customers. See Schedule E-CBP.

F. Secure Customer Participation in Measurement and Evaluation Activities. Aggregator shall agree, and shall cause each customer whom Aggregator represents on the CBP to agree, to (i) allow personnel from the California Energy Commission, PG&E, and their contracting agents reasonable access to customer’s facilities to conduct a site visit for measurement and evaluation of activities related to the CBP; and (ii) participate in and complete any surveys needed to enhance the CBP. Aggregator’s failure to secure these agreements may result in the termination of this Agreement and/or a determination by PG&E that Aggregator is ineligible to participate in the CBP.

G. Timeliness and Due Diligence. Aggregator shall exercise due diligence in meeting its obligations and deadlines under Schedule E-CBP and this Agreement to facilitate customer participation through Aggregator in the CBP.

H. Prohibited Resources. Aggregators shall ensure that Prohibited Resources are not used to reduce load during a demand response event, unless the customer has provided a valid attestation supporting its eligibility for an adjustment to the incentives paid based on the nameplate capacity of the Prohibited Resource, and that they are enforcing the Prohibited Resources policy.

Aggregators are responsible for:

(a) Obtaining signed attestations and providing PG&E valid attestation documentation in a mutually agreed upon format from all existing customers by December 31, 2017, and upon enrollment for new customers;
(b) Communicating changes to customer attestations on a monthly basis to PG&E;
(c) Removing customers from their portfolio within 30 days if the customer has violated the Prohibited Resources requirements;
(d) Submitting the attestations for each non-residential customer service agreement and applicable Default Adjustment Values (DAV), the sum of the nameplate capacity value of the customer’s Prohibited Resource(s), to PG&E;
(e) Recording, updating, and de-rating their portfolio by a summary DAV on a monthly basis; and
(f) Conducting outreach and notification of the prohibition to their customers, which includes developing metrics, targets and record keeping systems to assess the effectiveness of their customer outreach and notification efforts, as well as demonstrating compliance with the above to PG&E upon request.

Aggregators are responsible for removing customers that do not comply with the prohibition rules or who do not provide a valid attestation in accordance to the Use of Prohibited Resources Section in Schedule E-CBP. If an Aggregator has been notified that a customer has an uncured Type I Violation or a Type II
Violation, the Aggregator must remove the customer from its portfolio within 30 days, or PG&E will terminate this agreement. Aggregators shall enforce the verification and validation of such attestation and resolve issues through the dispute resolution process outlined in Schedule E-CBP.

II. GENERAL TERMS

A. Definitions. Except where explicitly defined herein, the capitalized terms used in this Agreement shall have the meanings set forth in Schedule E-CBP.

B. Customer-Specific Usage or Meter Data. Upon the addition of a Service Agreement to an Aggregator’s portfolio, Usage or meter data for the Service Agreement will become available on a going forward basis via the format available in PG&E’s CBP Website.

III. LIMITATION OF LIABILITIES

A. PG&E shall not be liable to the Aggregator for any damages caused by PG&E’s conduct in compliance with, or as permitted by, Schedule E-CBP or other tariffs, this Agreement and associated legal and regulatory requirements related to the CBP.

B. PG&E’s liability to Aggregator for any loss, cost, claim, injury, liability or expense, including reasonable attorneys’ fees, relating to or arising from any act or omission in PG&E’s performance of this Agreement shall be limited to the amount of direct damage actually incurred. In no event shall PG&E be liable to Aggregator for any indirect, special, consequential or punitive damages of any kind whatsoever, whether in contract, tort or strict liability.

IV. PAYMENT

A. Payment Terms. During the term of this Agreement, PG&E shall make any payments due to Aggregator (after deducting any amounts due to PG&E) pursuant to the terms and conditions of Schedule E-CBP within sixty (60) calendar days following the end of each operating month by mailing an invoice and check payable to Aggregator to the following address:

Name: ____________________________________________
Attention: _________________________________________
Address 1: _________________________________________
Address 2: _________________________________________
City, State, Zip: _________________________________

B. Late Payments. PG&E’s charges to Aggregator as provided in Schedule E-CBP and Commission rules will be considered past due if it is not paid within 15 calendar days after transmittal of an invoice by PG&E. If an Aggregator does not pay PG&E’s invoice within such 15 calendar days, then:

1. A 7-day notice may be mailed to the Aggregator and to each of the customers in the Aggregator’s portfolio. If the charges in the notice remain unpaid after the expiration of the 7-day notice, PG&E shall have the right to terminate the Aggregator Agreement and Aggregator’s participation in the CBP. If Aggregator’s participation in the CBP is terminated, the Aggregator remains responsible for all outstanding charges billed pursuant to Schedule E-CBP, even if such charges are identified after the termination becomes effective.

2. If the Aggregator agreement is not terminated, the Aggregator will be unable to add customers to its portfolio until late payments are cured.
3. PG&E may require full collateral in the form of cash, irrevocable standby letter of credit, security bond or any other security instrument deemed appropriate by PG&E if the Aggregator makes more than one late payment. If such collateral is requested and not provided by the Aggregator to PG&E, the Aggregator’s participation will be subject to termination by PG&E.

V. REPRESENTATIONS AND WARRANTIES
A. Each Party represents and warrants that it is and shall remain in compliance with all applicable laws.
B. Each Party represents and warrants that (a) it has the full power and authority to execute and deliver this Agreement and to perform its terms and conditions; (b) the execution, delivery and performance of this Agreement have been duly authorized by all necessary corporate or other action by such Party; and (c) this Agreement constitutes such Party’s legal, valid and binding obligation, enforceable against such Party in accordance with its terms.
C. Each Party shall exercise all reasonable care, diligence and good faith in the performance of its duties pursuant to this Agreement, and carry out its duties in accordance with applicable recognized professional standards in accordance with the requirements of this Agreement.
D. With each submission of a “Notice to Add or Delete Customers Participating in the Capacity Bidding Program,” and until such time as Aggregator submits such Notice for the removal of such customer from Aggregator’s representation, Aggregator represents and warrants that:
   1. Each customer whom Aggregator represents is eligible to participate in the CBP and has elected to participate in the CBP through Aggregator;
   2. Aggregator has entered into the appropriate contractual or other arrangements with such customer whereby such customer has authorized Aggregator to receive payments from and to pay penalty charges to PG&E on behalf of such customer in connection with such customer’s participation in the CBP.

VI. TERM
A. The term of this Agreement shall commence as of the Effective Date and shall continue in full force and effect unless and until the CBP is terminated or revised by a CPUC ruling or this Agreement is terminated by PG&E as provided in Section VII.
B. An Aggregator may request to terminate its participation in this program by submitting to PG&E a completed Cancellation of Contract (Form 62-4778). The termination will be effective on the later of 1) the beginning of the calendar month that is immediately after the initial 12 month term, and 2) the beginning of the calendar month that is closest to but at least thirty (30) calendar days after PG&E received the Cancellation of Contract.

VII. TERMINATION
A. Termination for Default. PG&E may immediately terminate this Agreement upon written notice to Aggregator if Aggregator breaches any material obligation under this Agreement and fails to cure such breach within fifteen (15) calendar days after receiving written notice of the breach. Customer must notify PG&E upon curing identified breach.
B. Effect of Termination. Upon an issuance of a notice to terminate this Agreement, PG&E shall have the right to solicit the direct participation in the CBP of customers represented by Aggregator who
are eligible to participate directly in the CBP. All Service Agreements will be removed from the Aggregator’s portfolio upon the effective date of the termination.

VIII. INDEMNIFICATION

A. Indemnification of PG&E. To the fullest extent permitted by law, Aggregator shall indemnify, defend and hold harmless PG&E, and its parent company, subsidiaries, affiliates and their respective shareholders, officers, directors, employees, agents, representatives, successors and assigns (collectively, the “Indemnified Parties”), from and against any and all claims, actions, suits, proceedings, losses, liabilities, penalties, fines, damages, costs or expenses, including without limitation reasonable attorneys’ fees (Claim), resulting from (a) any breach of the representations, warranties, covenants and obligations of Aggregator under this Agreement, (b) any act or omission of Aggregator, whether based upon Aggregator’s negligence, strict liability or otherwise, in connection with the performance of this Agreement, or (c) any third party claims of any kind, whether based upon negligence, strict liability or otherwise, arising out of or connected in any way to Aggregator’s performance or nonperformance under this Agreement.

B. Defense of Claim. If any Claim is brought against the Indemnified Parties, Aggregator shall assume the defense of such Claim, with counsel reasonably acceptable to the Indemnified Parties, unless in the opinion of counsel for the Indemnified Parties a conflict of interest between the Indemnified Parties and Aggregator may exist with respect to such Claim. If a conflict precludes Aggregator from assuming the defense, then Aggregator shall reimburse the Indemnified Parties on a monthly basis for the Indemnified Parties’ reasonable defense costs through separate counsel of the Indemnified Parties’ choice. If Aggregator assumes the defense of the Indemnified Parties with acceptable counsel, the Indemnified Parties, at their sole option and expense, may participate in the defense with counsel of their own choice without relieving Aggregator of any of its obligations hereunder.

C. Survival. Aggregator’s obligation to indemnify the Indemnified Parties shall survive the expiration or termination of this Agreement.

IX. NOTICES

A. Mailing Address. Except for payments, which shall be made pursuant to Section IV, any formal notice, request, or demand required or permitted under this Agreement shall be given in writing by PG&E and Aggregator, and shall be (a) mailed by first-class mail, (b) mailed by registered, certified, (c) mailed by overnight mail, (d) delivered by hand, or (e) faxed with confirmation as set forth below, to the other Party as indicated below, or to such other address as the parties may designate by written notice.

To Aggregator:

________________________________________
________________________________________

Phone: __________________________________
Facsimile: _______________________________
AGREEMENT FOR AGGREGATORS PARTICIPATING IN THE CAPACITY BIDDING PROGRAM

To PG&E:

________________________________________

________________________________________

Phone: _________________________________
Facsimile: _____________________________

B. Notices. Notices delivered by hand shall be deemed received when delivered. Notices sent by facsimile shall be deemed received upon receipt but must be confirmed by mail within seventy-two (72) hours. Notices delivered by first class mail shall be deemed received forty-eight (48) hours (not including weekends and holidays) after deposit, postage prepaid, in the U.S. mail, or if certified, registered or overnight mailing is used, as acknowledged by the signed receipt of mailing.

X. CONFIDENTIALITY

A. Confidentiality. Aggregator shall not disclose any Confidential Information obtained pursuant to this Agreement to any third party, including any affiliates of Aggregator, without the express prior written consent of PG&E. As used herein, the term “Confidential Information” means proprietary business, financial and commercial information pertaining to PG&E, customer names and other information related to customers, including energy usage data (Customer Information), any trade secrets and any other information of a similar nature, whether or not reduced to writing or other tangible form. Confidential Information shall not include: (a) information known to Aggregator prior to obtaining the same from PG&E; (b) information in the public domain at the time of disclosure by Aggregator; (c) information obtained by Aggregator from a third party who did not receive the same, directly or indirectly, from PG&E; or (d) information approved for release by express prior written consent of an authorized representative of PG&E.

B. Use of Confidential Information. Aggregator hereby agrees that it shall use the Confidential Information solely for the purpose of performing under this Agreement. Aggregator agrees to use at least the same degree of care Aggregator uses with respect to its own proprietary or confidential information, which in any event shall result in a reasonable standard of care to prevent unauthorized use or disclosure of the Confidential Information.

C. Authorized Disclosure. Notwithstanding any other provisions of this Section Aggregator may disclose any of the Confidential Information in the event, but only to the extent, that, based upon advice of counsel, Aggregator is required to do so by the disclosure requirements of any law, rule, regulation or any order, decree, subpoena or ruling or other similar process of any court, governmental agency or regulatory authority. Prior to making or permitting any such disclosure, Aggregator shall provide PG&E with prompt written notice of any such requirement so that PG&E (with Aggregator’s assistance if requested by PG&E) may seek a protective order or other appropriate remedy.

D. Term. The confidentiality provisions set forth in this Section shall remain in full force and effect with respect to any Confidential Information until the date that is five (5) years after the date of PG&E’s disclosure of such Confidential Information to Aggregator pursuant to this Agreement; provided, further, that such confidentiality provisions shall remain in full force and effect with respect to any Customer Information in perpetuity.

E. Remedies. The Parties acknowledge that the Confidential Information is valuable and unique, and that damages would be an inadequate remedy for breach of this Section and the obligations of
Aggregator are specifically enforceable. Accordingly, the Parties agree that in the event of a breach or threatened breach of this Section by Aggregator, PG&E shall be entitled to seek an injunction preventing such breach, without the necessity of proving damages or posting any bond. Any such relief shall be in addition to, and not in lieu of, monetary damages or any other legal or equitable remedy available to PG&E.

XI. MISCELLANEOUS

A. Assignment. This Agreement, and the rights and obligations granted and/or obtained by Aggregator hereunder, shall not be further transferred or assigned by Aggregator without the prior written consent of PG&E. Any assignment in violation of this section shall be void.

B. Independent Contractor. Aggregator shall perform its obligations under this Agreement as an independent contractor, and no principal-agent or employer-employee relationship or joint venture or partnership shall be created with PG&E.

C. Choice of Law. This Agreement shall be carried out and interpreted under the laws of the State of California, without regard to any conflict of law principles thereof. Except for matters and disputes with respect to which the CPUC is the proper venue for dispute resolution pursuant to applicable law or this Agreement, the federal and state courts located in San Francisco, California shall constitute the sole proper venue for resolution of any matter or dispute hereunder. The Parties submit to the exclusive jurisdiction of such courts with respect to such matters and disputes.

D. Resolution of Disputes. Any dispute arising between the Parties relating to the interpretation of this Agreement or to the performance of a Party’s obligations hereunder shall be reduced to writing and referred to the Parties’ designated representative for resolution. The Parties shall be required to meet and confer in an effort to resolve any such dispute.

E. Waiver. Any failure or delay by either Party to exercise any right, in whole or part, hereunder shall not be construed as a waiver of the right to exercise the same, or any other right, at any time thereafter.

F. CPUC Jurisdiction: This Agreement shall be subject to all of PG&E’s applicable tariffs on file with and authorized by the Commission and shall at all times be subject to changes or modifications as the Commission may, from time to time, direct in the exercise of its jurisdiction.

G. Entire Agreement; Amendments. This Agreement, including the Attachments listed below, sets forth the entire understanding of the Parties as to the subject matter hereof, and supersedes any prior discussions, offerings, representations or understanding (whether written or oral), and shall only be superseded by another instrument in writing executed by both Parties. This Agreement shall not be modified by course of performance, course of conduct or usage of trade.

Attachment A: Schedule E-CBP
Attachment B: Notice to Add or Delete Customers Participating in the Capacity Bidding Program

H. Survival. Notwithstanding the expiration or termination of this Agreement, the Parties shall continue to be bound by the provisions of this Agreement, which, by their nature, survive completion or termination.

I. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

J. Headings. The headings contained in this Agreement are solely for the convenience of the Parties and shall not be used or relied upon in any manner in the construction or interpretation of this Agreement.
IN WITNESS WHEREOF, the authorized representatives of PG&E and Aggregator have executed this Agreement as of the Effective Date.

PACIFIC GAS AND ELECTRIC COMPANY

______________________________
(Signature)

______________________________
(Signature)

______________________________
(Type/Print Name)

______________________________
(Type/Print Name)

______________________________
(Title)

______________________________
(Title)

______________________________
(Date)

______________________________
(Date)
ATTACHMENT A

SCHEDULE E-CBP
ATTACHMENT B

Notice to Add or Delete Customers Participating in the Capacity Bidding Program
AGREEMENT FOR AGGREGATORS PARTICIPATING IN THE BASE INTERRUPTIBLE PROGRAM

This Agreement (Agreement) for Aggregators participating in the Base Interruptible Program (BIP) is entered into by and between Pacific Gas and Electric Company (PG&E), a California corporation, and __________________________ (Aggregator), a __________________________. PG&E and Aggregator may sometimes be referred to herein as a “Party” and collectively as the “Parties”.

WHEREAS, the California Public Utilities Commission (CPUC) has authorized PG&E’s Schedule E-BIP, (Schedule E-BIP), which is attached hereto as Attachment A and incorporated herein by this reference, whereby PG&E pays eligible Aggregators for participating in the BIP; and

WHEREAS, the CPUC has authorized the participation of Aggregators in BIP, and Aggregator desires to participate in the BIP subject to the applicable PG&E tariff rules and rate schedules.

NOW, THEREFORE, in consideration of the mutual undertakings set forth below, the Parties agree as follows:

I. AGGREGATOR’S OBLIGATIONS

A. Status: Subject to Applicable PG&E Tariffs. Aggregator’s status in the BIP shall be as an “Aggregator” under Schedule E-BIP. Aggregator shall be subject to all applicable tariff rules and regulations (which rules and regulations are hereby incorporated herein as an integral part of this Agreement), including, but not limited to, the rates, terms and conditions set forth in Schedule E-BIP, as such rules and regulations may be amended from time to time.

B. Representation of Customers. Aggregator shall represent those customers in PG&E’s electric service territory eligible to participate in the BIP, who have elected to participate through Aggregator with respect to such customer’s service agreement(s), by having appropriate contractual or other arrangements with each such eligible customer whereby such customer authorizes Aggregator, as its representative, to receive payments and to pay penalty charges on behalf of such customer in connection with the customer’s participation, through Aggregator, in the BIP. Aggregator shall be solely responsible for having the appropriate contractual or other arrangements with each customer whom Aggregator represents in the BIP. PG&E shall not be responsible for monitoring, auditing, reviewing or enforcing such arrangements. Aggregator acknowledges and agrees that, in its representation of PG&E customers for the BIP, Aggregator is subject to the terms and conditions of Schedule E-BIP and this Agreement.

C. Aggregator Service Establishment. Aggregator must submit an executed Agreement for Aggregators Participating in the BIP. The Agreement becomes effective upon execution by PG&E.

D. Required Notice to Add or Delete Customers. Once Aggregator has entered into the appropriate contractual or other arrangements with each customer whom Aggregator represents in the BIP, Aggregator shall deliver to PG&E a “Notice to Add or Delete Customers Participating in the Base Interruptible Program” in the form attached hereto as Attachment B, adding such customer’s service agreement(s) to Aggregator’s portfolio. The Notice shall be executed by the Aggregator and each affected customer. Aggregator shall notify PG&E that it has dropped a customer service agreement from its portfolio by delivering to PG&E a “Notice to Add or Delete Customers Participating in the Base Interruptible Program” signed by customer and Aggregator. Aggregator shall deliver such Notices to PG&E as specified in the Notice.
AGREEMENT FOR AGGREGATORS
PARTICIPATING IN THE
BASE INTERRUPTIBLE PROGRAM

PG&E must approve each Service Agreement before the Service Agreement can be included in the Aggregator’s portfolio. Additions to and deletions from the Aggregator’s portfolio will be effective as specified in the E-BIP Tariff and the Notice.

E. Ensure Necessary Arrangements with Scheduling Coordinators for Direct Access or Community Choice Aggregation Service (CCA Service) Customers. Aggregator shall be solely responsible for having the appropriate contractual or other arrangements with the Scheduling Coordinator (SC) and/or the Energy Service Provider (ESP)/Community Choice Aggregator (CCA) for each DA/CCA Service customer whom Aggregator represents in the BIP to ensure that PG&E’s SC receives an amount of energy that is equal to the amount of load dropped by Aggregator’s customer during a BIP Event. The trade shall be scheduled as a Scheduling Coordinator to Scheduling Coordinator (SC-to-SC) trade to the congestion zone in which the DA/CCA Service customer is located. Aggregator shall not be entitled to any energy payment from PG&E for load dropped by a DA/CCA Service customer during a BIP Event pursuant to an Aggregator nomination unless PG&E receives a SC-to-SC trade for such load reductions during the BIP Event. PG&E shall not be responsible for enforcing requirements applicable to the performance of the Scheduling Coordinators. The Aggregator agrees to follow the SC-to-SC trade protocol in Attachment C. Aggregator shall be required to pay any imbalance charges imposed on PG&E by the California Independent System Operator arising from the Aggregator’s failure to make a compliant SC-to-SC trade for its DA/CCA Service customer’s load drop. The Aggregator is responsible for notifying the ESP/CCA for its DA/CCA Service customers that the ESP/CCA will not be compensated by PG&E for SC-to-SC trades submitted as a result of BIP Events.

F. Secure Customer Participation in Measurement and Evaluation Activities. Aggregator shall agree, and shall cause each customer whom Aggregator represents on the BIP to agree, to (i) allow personnel from the California Energy Commission, PG&E, and their contracting agents reasonable access to customer’s facilities to conduct a site visit for measurement and evaluation of activities related to the BIP; and (ii) participate in and complete any surveys needed to enhance the BIP. Aggregator’s failure to secure these agreements may result in the termination of this Agreement and/or a determination by PG&E that Aggregator is ineligible to participate in the BIP.

G. Timeliness and Due Diligence. Aggregator shall exercise due diligence in meeting its obligations and deadlines under Schedule E-BIP and this Agreement to facilitate customer participation through Aggregator in the BIP.

G.H. Prohibited Resources. Aggregators shall ensure that Prohibited Resources are not used to reduce load during demand response events, unless the customer has provided a valid attestation supporting its eligibility for an adjustment to the incentives paid based on the nameplate capacity of the Prohibited Resource, and that they are enforcing the Prohibited Resources policy.

Aggregators are responsible for:

(a) Obtaining signed attestations and providing PG&E valid attestation documentation in a mutually agreed upon format from all existing customers by December 31, 2017, and upon enrollment for new customers;

(b) Communicating changes to customer attestations on a monthly basis to PG&E;

(c) Removing customers from their portfolio within 30 days if the customer has violated the Prohibited Resources requirements;
(d) Submitting the attestations for each customer service agreement and applicable Default Adjustment Values (DAV), the sum of the nameplate capacity value of the customer’s Prohibited Resource(s), to PG&E;
(e) Recording, updating, and de-rating their portfolio by a summary DAV on a monthly basis; and
(f) Conducting outreach and notification of the prohibition to their customers, which includes, developing metrics, targets and record keeping systems to assess the effectiveness of their customer outreach and notification efforts, as well as demonstrating compliance with the above to PG&E upon request.

Aggregators are responsible for removing customers that do not comply with the prohibition rules or who do not provide a valid attestation in accordance to the “Use of Prohibited Resources” section in Schedule E-BIP. If an Aggregator has been notified that a customer has an uncured Type I Violation or a Type II Violation, the aggregator must remove the customer from its portfolio within 30 days, or PG&E will terminate this agreement. Aggregators shall enforce the verification and validation of such attestation and resolve issued through the dispute resolution process outlined in Schedule E-BIP.

II. GENERAL TERMS

A. Definitions. Except where explicitly defined herein, the capitalized terms used in this Agreement shall have the meanings set forth in Schedule E-BIP.

B. Customer-Specific Usage or Meter Data. Upon the addition of a Service Agreement to an Aggregator’s portfolio, Usage or meter data for the Service Agreement will become available on a going forward basis via the format available on PG&E’s Website.

III. LIMITATION OF LIABILITIES

A. PG&E shall not be liable to the Aggregator for any damages caused by PG&E’s conduct in compliance with, or as permitted by, Schedule E-BIP or other tariffs, this Agreement and associated legal and regulatory requirements related to the BIP.

B. PG&E’s liability to Aggregator for any loss, cost, claim, injury, liability or expense, including reasonable attorneys’ fees, relating to or arising from any act or omission in PG&E’s performance of this Agreement shall be limited to the amount of direct damage actually incurred. In no event shall PG&E be liable to Aggregator for any indirect, special, consequential or punitive damages of any kind whatsoever, whether in contract, tort or strict liability.
IV. PAYMENT

A. Payment Terms. During the term of this Agreement, PG&E shall make any payments due to Aggregator (after deducting any amounts due to PG&E) pursuant to the terms and conditions of Schedule E-BIP to Aggregator to the following address:

Name: ________________________________
Attention: ____________________________
Address 1: ____________________________
Address 2: ____________________________
City, State, Zip: _______________________
Federal Tax ID: ________________________

B. Late Payments. PG&E’s charges to Aggregator as provided in Schedule E-BIP and Commission rules will be considered past due if it is not paid within 15 calendar days after transmittal of an invoice by PG&E. If an Aggregator does not pay PG&E’s invoice within such 15 calendar days, then:

1. A 7-day notice may be mailed to the Aggregator and to each of the customers in the Aggregator’s portfolio. If the charges in the notice remain unpaid after the expiration of the 7-day notice, PG&E shall have the right to terminate the Aggregator Agreement and Aggregator’s participation in the BIP. If Aggregator’s participation in the BIP is terminated, the Aggregator remains responsible for all outstanding charges billed pursuant to Schedule E-BIP, even if such charges are identified after the termination becomes effective.

2. If the Aggregator agreement is not terminated, the Aggregator will be unable to add customers to its portfolio until late payments are cured.

3. PG&E may require full collateral in the form of cash, irrevocable standby letter of credit, security bond or any other security instrument deemed appropriate by PG&E if the Aggregator makes more than one late payment. If such collateral is requested and not provided by the Aggregator to PG&E, the Aggregator’s participation will be subject to termination by PG&E.

V. REPRESENTATIONS AND WARRANTIES

A. Each Party represents and warrants that it is and shall remain in compliance with all applicable laws.

B. Each Party represents and warrants that (a) it has the full power and authority to execute and deliver this Agreement and to perform its terms and conditions; (b) the execution, delivery and performance of this Agreement have been duly authorized by all necessary corporate or other action by such Party; and (c) this Agreement constitutes such Party’s legal, valid and binding obligation, enforceable against such Party in accordance with its terms.

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

D. With each submission of a “Notice to Add or Delete Customers Participating in the Base Interruptible Program,” and until such time as Aggregator submits such Notice for the removal of such customer from Aggregator’s representation, Aggregator represents and warrants that:
1. Each customer whom Aggregator represents is eligible to participate in the BIP and has elected to participate in the BIP through Aggregator;

2. Aggregator has entered into the appropriate contractual or other arrangements with such customer whereby such customer has authorized Aggregator to receive payments from and to pay penalty charges to PG&E on behalf of such customer in connection with such customer’s participation in the BIP.

VI. TERM

A. The term of this Agreement shall commence as of the Effective Date and shall continue in full force unless terminated earlier pursuant to this section, Schedule E-BIP, or Section VII.

B. An Aggregator may request to terminate its participation in this program by submitting to PG&E a completed Cancellation of Contract (Form 62-4778) during the program’s opt-out period in November.

VII. TERMINATION

A. Termination for Default. PG&E may immediately terminate this Agreement upon written notice to Aggregator if Aggregator breaches any material obligation under this Agreement and fails to cure such breach within fifteen (15) calendar days after receiving written notice of the breach. Customer must notify PG&E upon curing identified breach.

B. Effect of Termination. Upon an issuance of a notice to terminate this Agreement, PG&E shall have the right to solicit the direct participation in the BIP of customers represented by Aggregator who are eligible to participate directly in the BIP. All Service Agreements will be removed from the Aggregator’s portfolio upon the effective date of the termination.

VIII. INDEMNIFICATION

A. Indemnification of PG&E. To the fullest extent permitted by law, Aggregator shall indemnify, defend and hold harmless PG&E, and its parent company, subsidiaries, affiliates and their respective shareholders, officers, directors, employees, agents, representatives, successors and assigns (collectively, the “Indemnified Parties”), from and against any and all claims, actions, suits, proceedings, losses, liabilities, penalties, fines, damages, costs or expenses, including without limitation reasonable attorneys’ fees (Claim), resulting from (a) any breach of the representations, warranties, covenants and obligations of Aggregator under this Agreement, (b) any act or omission of Aggregator, whether based upon Aggregator’s negligence, strict liability or otherwise, in connection with the performance of this Agreement, or (c) any third party claims of any kind, whether based upon negligence, strict liability or otherwise, arising out of or connected in any way to Aggregator’s performance or nonperformance under this Agreement.

B. Defense of Claim. If any Claim is brought against the Indemnified Parties, Aggregator shall assume the defense of such Claim, with counsel reasonably acceptable to the Indemnified Parties, unless in the opinion of counsel for the Indemnified Parties a conflict of interest between the Indemnified Parties and Aggregator may exist with respect to such Claim. If a conflict precludes Aggregator from assuming the defense, then Aggregator shall reimburse the Indemnified Parties on a monthly basis for the Indemnified Parties’ reasonable defense costs through separate counsel of the Indemnified Parties’ choice. If Aggregator assumes the defense of the Indemnified Parties with acceptable counsel, the Indemnified Parties, at their sole option and expense, may participate in the defense with counsel of their own choice without relieving Aggregator of any of its obligations hereunder.
C. **Survival.** Aggregator’s obligation to indemnify the Indemnified Parties shall survive the expiration or termination of this Agreement.

**IX. NOTICES**

A. **Mailing Address.** Except for payments, which shall be made pursuant to Section IV, any formal notice, request, or demand required or permitted under this Agreement shall be given in writing by PG&E and Aggregator, and shall be (a) mailed by first-class mail, (b) mailed by registered, certified, (c) mailed by overnight mail, (d) delivered by hand, or (e) faxed with confirmation as set forth below, to the other Party as indicated below, or to such other address as the parties may designate by written notice.

To Aggregator:

________________________
________________________

Phone: ____________________
Facsimile: _________________

To PG&E:

________________________
________________________

Phone: ____________________
Facsimile: _________________

B. **Notices.** Notices delivered by hand shall be deemed received when delivered. Notices sent by facsimile shall be deemed received upon receipt but must be confirmed by mail within seventy-two (72) hours. Notices delivered by first class mail shall be deemed received forty-eight (48) hours (not including weekends and holidays) after deposit, postage prepaid, in the U.S. mail, or if certified, registered or overnight mailing is used, as acknowledged by the signed receipt of mailing.

**X. CONFIDENTIALITY**

A. **Confidentiality.** Aggregator shall not disclose any Confidential Information obtained pursuant to this Agreement to any third party, including any affiliates of Aggregator, without the express prior written consent of PG&E. As used herein, the term “Confidential Information” means proprietary business, financial and commercial information pertaining to PG&E, customer names and other information related to customers, including energy usage data (Customer Information), any trade secrets and any other information of a similar nature, whether or not reduced to writing or other tangible form. Confidential Information shall not include: (a) information known to Aggregator prior to obtaining the same from PG&E; (b) information in the public domain at the time of disclosure by Aggregator; (c) information obtained by Aggregator from a third party who did not receive the same, directly or indirectly, from PG&E; or (d) information approved for release by express prior written consent of an authorized representative of PG&E.

B. **Use of Confidential Information.** Aggregator hereby agrees that it shall use the Confidential Information solely for the purpose of performing under this Agreement. Aggregator agrees to use at least the same degree of care Aggregator uses with respect to its own proprietary or confidential information, which in any event shall result in a reasonable standard of care to prevent unauthorized use or disclosure of the Confidential Information.
C. **Authorized Disclosure.** Notwithstanding any other provisions of this Section Aggregator may disclose any of the Confidential Information in the event, but only to the extent, that, based upon advice of counsel, Aggregator is required to do so by the disclosure requirements of any law, rule, regulation or any order, decree, subpoena or ruling or other similar process of any court, governmental agency or regulatory authority. Prior to making or permitting any such disclosure, Aggregator shall provide PG&E with prompt written notice of any such requirement so that PG&E (with Aggregator’s assistance if requested by PG&E) may seek a protective order or other appropriate remedy.

D. **Term.** The confidentiality provisions set forth in this Section shall remain in full force and effect with respect to any Confidential Information until the date that is five (5) years after the date of PG&E’s disclosure of such Confidential Information to Aggregator pursuant to this Agreement; provided, further, that such confidentiality provisions shall remain in full force and effect with respect to any Customer Information in perpetuity.

E. **Remedies.** The Parties acknowledge that the Confidential Information is valuable and unique, and that damages would be an inadequate remedy for breach of this Section and the obligations of Aggregator are specifically enforceable. Accordingly, the Parties agree that in the event of a breach or threatened breach of this Section by Aggregator, PG&E shall be entitled to seek an injunction preventing such breach, without the necessity of proving damages or posting any bond. Any such relief shall be in addition to, and not in lieu of, monetary damages or any other legal or equitable remedy available to PG&E.

**XI. MISCELLANEOUS**

A. **Assignment.** This Agreement, and the rights and obligations granted and/or obtained by Aggregator hereunder, shall not be further transferred or assigned by Aggregator without the prior written consent of PG&E. Any assignment in violation of this section shall be void.

B. **Independent Contractor.** Aggregator shall perform its obligations under this Agreement as an independent contractor, and no principal-agent or employer-employee relationship or joint venture or partnership shall be created with PG&E.

C. **Choice of Law.** This Agreement shall be carried out and interpreted under the laws of the State of California, without regard to any conflict of law principles thereof. Except for matters and disputes with respect to which the CPUC is the proper venue for dispute resolution pursuant to applicable law or this Agreement, the federal and state courts located in San Francisco, California shall constitute the sole proper venue for resolution of any matter or dispute hereunder. The Parties submit to the exclusive jurisdiction of such courts with respect to such matters and disputes.

D. **Resolution of Disputes.** Any dispute arising between the Parties relating to the interpretation of this Agreement or to the performance of a Party’s obligations hereunder shall be reduced to writing and referred to the Parties’ designated representative for resolution. The Parties shall be required to meet and confer in an effort to resolve any such dispute.

E. **Waiver.** Any failure or delay by either Party to exercise any right, in whole or part, hereunder shall not be construed as a waiver of the right to exercise the same, or any other right, at any time thereafter.

F. **CPUC Jurisdiction:** This Agreement shall be subject to all of PG&E’s applicable tariffs on file with and authorized by the Commission and shall at all times be subject to changes or modifications as the Commission may, from time to time, direct in the exercise of its jurisdiction.
G. **Entire Agreement; Amendments.** This Agreement, including the Attachments listed below, sets forth the entire understanding of the Parties as to the subject matter hereof, and supersedes any prior discussions, offerings, representations or understanding (whether written or oral), and shall only be superseded by an instrument in writing executed by both Parties. This Agreement shall not be modified by course of performance, course of conduct or usage of trade.

   | Attachment A:     | Schedule E-BIP               |
   | Attachment B:     | Notice to Add or Delete Customers Participating in the Base Interruptible Program |

H. **Survival.** Notwithstanding the expiration or termination of this Agreement, the Parties shall continue to be bound by the provisions of this Agreement, which, by their nature, survive completion or termination.

I. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

J. **Headings.** The headings contained in this Agreement are solely for the convenience of the Parties and shall not be used or relied upon in any manner in the construction or interpretation of this Agreement.

IN WITNESS WHEREOF, the authorized representatives of PG&E and Aggregator have executed this Agreement as of the Effective Date.

---

PACIFIC GAS AND ELECTRIC COMPANY

---

(Aggregator)  

(Signature)  

(Type/Print Name)  

(Title)  

(Date)
AGREEMENT FOR AGGREGATORS PARTICIPATING IN THE BASE INTERRUPTIBLE PROGRAM

ATTACHMENT A
Schedule E-BIP
AGREEMENT FOR AGGREGATORS PARTICIPATING IN THE BASE INTERRUPTIBLE PROGRAM

ATTACHMENT B

Notice to Add or Delete Customers Participating In the Base Interruptible Program
(Form 79-1080)
NOTICE TO ADD OR DELETE CUSTOMERS PARTICIPATING IN THE BASE INTERRUPTIBLE PROGRAM

**Instructions:** Aggregators and Customers must use this notice to notify Pacific Gas and Electric Company (PG&E) of their intent to add or delete PG&E customers from the Aggregator’s Base Interruptible Program (BIP) portfolio. Send the completed notice by U.S. mail or fax; however, the original must be mailed as soon as possible if the notice was faxed.

**Fax to:** Pacific Gas and Electric Company Demand Response Program Department  Attn: BIP Manager  FAX: 415-973-4177

**Mail signed original to:** Pacific Gas and Electric Company Demand Response Program Department  Attn: BIP Manager  P.O Box 770000, N3E  San Francisco, CA 94177

PG&E may verify the information on this notice with the Customer.

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<th>Aggregator Company Name:</th>
<th>Aggregator Code:</th>
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This notice adds or deletes a customer’s Service Agreement(s) (SA) from the Aggregator’s BIP portfolio. PG&E will review and approve each SA to be added to determine if it meets the minimum requirements as specified in Schedule E-BIP. PG&E must approve each SA before it can be included in an Aggregator’s portfolio. Additions to the portfolio will be effective upon PG&E’s approval date.

By signing this notice, Aggregator and Customer understand that the Aggregator has the authority to act on behalf of the Customer in connection with the BIP for the Customer’s Service Agreements shown on the next page. Such authority is subject to the applicable terms and conditions of Schedule E-BIP and the Agreement For Aggregators Participating In Base Interruptible Program (Form 79-1079).

Customer designates the above-named Aggregator to act on its behalf as its Aggregator pursuant to Schedule E-BIP for all purposes, including, but not limited to, the receipt of payments, the payment of penalties, if any, and the receipt of all notices sent by PG&E under the program.

Customer understands that PG&E will provide its electric usage and electric meter data for the Service Agreements to Aggregator so Aggregator can determine the payment payable to and penalties chargeable to Customer under Schedule E-BIP. Customer also agrees to allow personnel from the California Energy Commission (CEC), PG&E, and their contracting agents, reasonable access to conduct a site visit for measurement and evaluation, access to the Customer’s interval meter data, and agree to complete any surveys needed to enhance this program.

Customer acknowledges that Aggregator is not PG&E’s agent for any purpose. PG&E shall not be liable to the Customer for any damages resulting from any acts, omissions, or representations made by Aggregator in connection with Aggregator’s solicitation of Customer or with the Aggregator’s performance any of its functions in the BIP. PG&E shall not be liable to Customer for any damages caused to the Customer by any failure by Aggregator to comply with PG&E’s tariffs or for any damages caused by Aggregator’s failure to perform any commitment to the Customer.

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NOTICE TO ADD OR DELETE CUSTOMERS
PARTICIPATING IN THE
BASE INTERRUPTIBLE PROGRAM

Notice by Aggregator to Add/Delete Customers
Please Print or Type Clearly

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<th>Add/ Delete/ Change</th>
<th>Customer Site Name</th>
<th>PG&amp;E Service Agreement Number</th>
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1 Customers may re-designate their firm service level or discontinue participation in the Program only once each year during the month of November.
Prohibited Resources Attestation

Customers enrolling in Schedule E-BIP are required to attest to whether or not they have a Prohibited Resource, and if they do, whether or not they intend to use the resource to reduce load during a Demand Response (DR) event.

The following list of distributed energy technologies are prohibited in providing load reduction during DR events: Technologies using diesel, natural gas, gasoline, propane, or liquefied petroleum gas, in Combined Heat and Power (CHP) or non-CHP configuration (“Prohibited Resources”). The following resources are exempt from the prohibition: pressure reduction turbines, waste-heat-to-power bottoming cycle CHP, and storage and storage coupled with renewable generation that meets the relevant greenhouse gas emissions standards adopted for the Self Generation Incentive Program.

Customers must attest to one of the following:

- I do not have a Prohibited Resource on-site.
- I do have a Prohibited Resource on-site and I will not use the resource to reduce load during any Demand Response Event.
- I do have a Prohibited Resource on-site and I may have to run the resource(s) during Demand Response events for safety reasons, health reasons, or operational reasons. My Prohibited Resource(s) has (have) a total nameplate capacity of _________ kW. I understand that this value will be used as the Default Adjustment Value (DAV) to adjust the Demand Response incentives/charge for my account.

If a customer attests to having a Prohibited Resource and plans to use it for safety, health, or operational reasons to reduce load during a Demand Response event, then the customer’s aggregator will be responsible for collecting and providing the Default Adjustment Value (DAV) based on the nameplate capacity of the resource. If the customer has multiple prohibited resources for the same service agreement, then the DAV will be the sum of the nameplate capacity values from all prohibited resources on the same site that are used to reduce load during a Demand Response event. Customers participating in Schedule E-BIP will be allowed to adjust their DAV over the course of a year, under certain conditions, namely that: (a) the customer’s change in DAV results from a change in the operational status of a prohibited resource associated with the customer’s service agreement; and (b) that PG&E can verify this and approve. The DAV will be used to adjust the demand response incentives/charges.

Customers in Schedule E-BIP who do not complete the attestation and return it to PG&E by December 31, 2017, will not be eligible to participate in the program until they do so. A customer that is found in violation of the prohibited resources requirements will be removed from the program by their aggregator if they are enrolled via a third party, and certain violations may cause the customer to be ineligible for all demand response programs subject to the prohibited resource requirement in Decision 16-09-056.

Customer compliance may be subject to verification by a Verification Administrator (which may be either PG&E or a third party).
ELECTRIC SCHEDULE E-BIP
BASE INTERRUPTIBLE PROGRAM

APPLICABILITY: This rate schedule is available until modified or terminated in the rate design phase of the next general rate case or in another proceeding. The E-BIP (Program) is intended to provide load reductions on PG&E’s system. Customers enrolled in the Program will be required to reduce their load down to their Firm Service Level (FSL).

Pursuant to Decision 10-06-034, which placed a Megawatt (MW) cap on emergency demand response programs, the Program may at any time be subject to a cap for new participants.

TERRITORY: The Program is available throughout PG&E’s electric service area.

ELIGIBILITY: Schedule E-BIP is available to PG&E customers receiving bundled-service, Community Choice Aggregation (CCA) service, or Direct Access (DA) service and being billed on a PG&E commercial, industrial, or agricultural electric rate schedule. Each customer, both directly enrolled and those enrolled in a DR aggregator’s portfolio, must take service under the provisions of a demand time-of-use rate schedule to participate in the Program and have at least 100 kilowatt (kW) or higher maximum demand during the summer on-peak or winter partial-peak for at least one month over the previous 12 months. Eligible customers include those receiving partial standby service or services pursuant to one or more of the Net Energy Metering Service schedules except NEMCCSF. Customers participating in Peak Day Pricing (PDP) rate option or Scheduled Load Reduction Program (SLRP) are eligible to participate in Schedule E-BIP.

Customers receiving power from third parties (other than DA and CCA) and customers billed by full standby service are not eligible for Schedule E-BIP.

Effective January 1, 2018, Schedule E-BIP customers will not be eligible to receive demand response incentives for using a prohibited resource to reduce load during a demand response event, as provided in the Section on the Use of Prohibited Resources within this tariff.

PG&E, acting as a Demand Response Provider (DRP), must be able to register customers who are participating in the Schedule E-BIP into the California Independent System Operator’s (CAISO) Demand Response Registration System (DRRS), which requires Load Serving Entity (LSE) approval. To the extent that PG&E is unable to register the customer and/or the customer’s LSE does not allow the customer to be registered, the customer will be ineligible to participate in the Schedule E-BIP.

A customer may enroll directly with PG&E or with a DR aggregator. A DR aggregator is an entity, appointed by a customer, to act on behalf of said customer with respect to all aspects of the Program, including but not limited to: a) the receipt of notices from PG&E under this Program; b) the receipt of incentive payments from PG&E; and c) the payment of Excess Energy Charges to PG&E.

(Continued)
ENROLLMENT: Each customer, both directly enrolled and those in a DR aggregator's portfolio, must designate a FSL of kW to which it will reduce its load down to or below during a Program curtailment event. The FSL must be no more than 85 percent of each customer's highest monthly maximum demand during the summer on-peak and winter partial-peak periods over the past 12 months with a minimum load reduction of 100kW. During the enrollment process, customers must demonstrate their ability to meet the designated FSL by participating in a curtailment test. The curtailment test will last up to the maximum event duration and will take place prior to enrollment being completed.

As part of its application, each new applicant is required to submit an event action plan detailing specific actions taken to reduce its load down to or below the applicant's proposed FSL within the 30-minute response time and for the maximum event duration.

If a customer is attesting to the use of a Prohibited Resource(s) to reduce load during a demand response event under E-BIP, then the customer must set the FSL at no less than the sum of the faceplate capacity values of such Prohibited Resources, known as the Default Adjustment Value (DAV), as explained in the Section on the Use of Prohibited Resources within this tariff, if applicable.

An applicant’s effective start date shall be determined by PG&E and shall be set after PG&E has determined the application has met the eligibility rules, the load reduction demonstration was successful and PG&E has approved the applicant’s load reduction plan.

Customers on the Program may not have, or obtain, any insurance for the purpose of paying Excess Energy Charges for willful failure to comply with requests for curtailments. Customers with such a policy will be terminated and required to pay back any incentives received for the period covered by the insurance. If the period cannot be determined, the recovery shall be for the entire period the customer was on the Program.

Customers who are deemed essential under the Electric Emergency Plan as adopted in Decision 01-04-006 must acknowledge that they are voluntarily electing to participate in the Program for part or all of their load based on adequate backup generation or other means to interrupt load upon request by PG&E, while continuing to meet its essential needs. In addition, an essential customer may commit no more than 50 percent of its average peak load to the Program.

Customers participating directly with PG&E must enroll using PG&E’s demand response enrollment website. DR aggregators must enroll customers by submitting a fully executed Notice to Add or Delete Customers Participating in the Base Interruptible Program (Form 79-1080).

Directly-enrolled customers will be responsible for maintaining their notification contacts through PG&E’s Inter-Act system. DR aggregators submit their notification contact(s) with their Add or Delete Customers Participating in the Base Interruptible Program (Form 79-1080) form and maintain them through Inter-Act.
Effective Date: Effective January 1, 2018, Schedule E-BIP customers will not be eligible to receive demand response incentives for using a prohibited resource to reduce load during a demand response event, as provided in this Section.

Definition: Prohibited resources are defined as distributed generation technologies using diesel; natural gas; gasoline; propane; or, liquefied petroleum gas that are used in topping cycle Combined Heat and Power (CHP) or non-CHP configuration. The following resources are exempted from the prohibition: pressure reduction turbines; waste-heat-to-power bottoming cycle CHP; and, storage and storage coupled with renewable generation that meets the relevant greenhouse gas emissions standards adopted for the Self Generation Incentive Program.

Attestation: Customers must attest to one of the following conditions in order to participate in E-BIP:

- I do not have a Prohibited Resource on-site.
- I do have a Prohibited Resource on-site and I will not use the resource to reduce load during any Demand Response Event.
- I do have a Prohibited Resource on-site and I may have to run the resource(s) during Demand Response events for safety, health, or operational reasons. My Prohibited Resource(s) has (have) a total nameplate capacity of _________ kW. I understand that this value will be used as the Default Adjustment Value (DAV) to adjust the Demand Response incentives / charge for my account.

For those customers attesting to having a Prohibited Resource on-site that will be run during Demand Response events for safety, health, or operational reasons, and therefore requiring a DAV, the nameplate capacity value of the customer’s Prohibited Resource must be provided as part of the attestation. If a customer has multiple Prohibited Resources for the same service agreement, then the DAV will be the sum of the nameplate capacity values from all prohibited resources electing to be used to reduce load during a Demand Response event on the same site.

Customers are allowed to adjust their DAV over the course of a year if (a) the customer’s change in DAV results from a change in the operational status of a prohibited resource associated with the customer’s service agreement; and (b) that PG&E can verify this and approves.

For existing directly enrolled customers, PG&E will collect attestations from customers by December 31, 2017. Third Party Aggregators must collect, store, and submit attestations to PG&E for all Schedule E-BIP customers by December 31, 2017. New customers must provide their attestation during the enrollment process.

Aggregator Roles and Responsibilities: Aggregators shall ensure that they are enforcing the Prohibited Resources policy and include similar language in contracts with customers. The aggregator shall communicate the requirements associated with Prohibited Resources and require each customer to complete the attestation described within this section.
Aggregators are responsible for: (a) obtaining signed attestations and providing PG&E valid attestation documentation in a mutually agreed upon format from all existing customers by December 31, 2017, and upon enrollment for new customers; (b) communicating changes to customer attestations on a monthly basis to PG&E; (c) removing customers from their portfolio within 30 days if the customer has violated the prohibited resources requirements; and (d) submitting the attestations for each customer service agreement and applicable DAVs to PG&E; (e) recording, updating, and de-rating their portfolio by a summary DAV on a monthly basis; and (f) conducting outreach and notification of the prohibition to their customers, which includes developing metrics, targets and record keeping systems to assess the effectiveness of their customer outreach and notification efforts, as well as demonstrating compliance with the above to PG&E upon request.

Verification and Consequences of Non-Compliance: Customer compliance and participation may be subject to verification performed by PG&E or a third party (a Verification Administrator (which may be either PG&E or a third party) and consequences associated with non-compliance.

Participation in E-BIP is contingent on complying with possible verification requests and facility access for site visits, as deemed necessary by the Verification Administrator. Compliance with Verification Administrator requests will be determined by the Verification Administrator.

Per direction from the Verification Administrator, customers may be asked to install a data logger(s) and/or verification meter(s) and/or provide operating logs from such devices.

A customer that is found in violation of the prohibited resources requirements, will be removed from the program by PG&E if the customer is directly enrolled, or by their aggregator if they are enrolled via a third party. Conditions for violations and provisions for re-enrollment include:

Type I Violation: A Type I Violation is defined as (a) an existing customer that fails to agree to the prohibition and does not provide an attestation by December 31, 2017; or (b) an invalid attestation, including an inaccurate attestation due to clerical or administrative errors, such as an inaccurate listing of a customer name or the nameplate value of a Prohibited Resource on an attestation, provided in all cases that such Prohibited Resource is not used in violation of the terms of this policy. Customers who have a Type I Violation due to not submitting an attestation will be removed from this Schedule on January 1, 2018, but will be eligible to re-enroll subject to the submittal of the attestation within 60 days. PG&E or its Verification Administrator will notify aggregators with customers that have a Type I Violation due to an invalid attestation, and the customer will have 60 days to cure after this notice by providing a valid attestation, or the customers will be removed from this Schedule. Once removed from this Schedule, the customer or the customer’s aggregator must provide a valid attestation.
to re-enroll at any time. Customer re-enrollment after the 60 day cure period will be subject to availability of space for the program, and may subject the customer to going onto a waitlist.

Type II Violation: A Type II Violation is defined as the violation of the term(s) of its attestation when (a) the customer attested to the “does not have” or “no-use” provisions of the Prohibited Resource attestation but is determined to have used a Prohibited Resource to reduce load during a demand response event; or (b) the customer submits an invalid nameplate capacity value for the Prohibited Resource(s). A customer with a single instance of a Type II Violation shall be removed from this Schedule and ineligible to enroll in any demand response program subject to the prohibited resource requirement in D.16-09-056 for 12 calendar months from the removal date. A customer with two or more instances of Type II Violations shall be removed from this Schedule and ineligible to enroll in any demand response program subject to the prohibited resource requirement in D.16-09-056 for a period of 36 months from the removal date. Subsequently to this period, the customer will be eligible to re-enroll in this Schedule and all other demand response programs subject to this prohibited resource requirement in D.16-09-056. Customer enrollment after the 12 or 36 month period will be subject to availability of space for the program, and may subject the customer to going onto a waitlist.

Dispute Resolution: Customers disputing a Type I or Type II Violation shall be permitted to engage in a dispute resolution process with the Verification Administrator, PG&E, the Commission, and, if applicable, the customer’s aggregator.
ELECTRIC SCHEDULE E-BIP
BASE INTERRUPTIBLE PROGRAM

METERING EQUIPMENT:

Each Service Agreement (SA) must have an MV90 or SmartMeter™ interval meter capable of recording usage in 15-minute intervals installed that can be read remotely by PG&E. A Meter Data Management Agent (MDMA) may also read the customer’s meter on behalf of the customer’s Electric Service Provider (ESP), if a customer is receiving DA service. Metering equipment (including telephone line, cellular, or radio control communication device) must be in operation for at least 45 days prior to participating in the Program in order to meet the CAISO requirement that customers comprising a Reliability Demand Response Resource provide 45 days of historical meter data to the CAISO. If required, PG&E will provide and install the metering equipment at no cost to the bundled service or CCA service customer. The installation of an interval meter for customers taking service under the provisions of DA is the responsibility of the customer’s ESP, or Agent, and must be installed in accordance with Electric Rule 22.

Customers receiving an MV90 interval meter at no charge from PG&E through the Program must remain enrolled for a minimum period of one year. Customers who received an MV90 interval meter through the Program but who later elect to leave prior to the one-year anniversary date, or is terminated for cause, must reimburse PG&E for all expenses associated with the installation and maintenance of the meter. Such charges will be collected as a one-time payment pursuant to Electric Rule 2, Section I. Customers who leave the Program after one year may continue their use of the MV90 meter at no additional cost.

Direct Access Service Customers – If PG&E is the MDMA, no additional fees will be required from the customer. If PG&E is not the MDMA, the customer will be responsible for any and all costs associated with providing the interval data into the PG&E system on a daily basis. This includes any additional metering or communication devices that may need to be installed and any additional fees assessed by the customer’s ESP. Prior to a customer’s participation in the Program, the customer must be able to successfully transfer meter data within PG&E’s specification on a daily basis for a period of no less than 10 days to establish its baseline.

Until all necessary equipment is installed and all requirements have been met, new customers will not receive incentive payments or be assessed Excess Energy Charges or be obligated to participate in curtailment events.

DISPATCH / NOTIFICATION SYSTEMS:

PG&E’s demand response operations website, located at https://inter-act.pge.com, will be used to communicate all curtailment events to the customer.

Directly-enrolled customers and DR aggregators, at their expense, must have access to the internet and an e-mail address to receive notification via the internet. In addition, they must have, at their expense, a cellular telephone that is capable of receiving a text message sent via the internet. Customers cannot participate in the Program until all of these requirements have been satisfied.

In the event of a Program curtailment, directly-enrolled customers and DR aggregators will be notified using one or more of the above-mentioned systems. Receipt of such notice is the responsibility of the directly-enrolled customer and DR aggregator. PG&E does not guarantee the reliability of the e-mail system or Internet site by which notification is received.

(Continued)
PROGRAM DETAILS:

PG&E will register each customer at the CAISO for the purposes of bidding into its market as a Reliability Demand Response Resource (RDRR) product. PG&E will assign each customer, both directly enrolled and through a DR aggregator, to a CAISO sub-Load Aggregation Point (sub-LAP); CAISO sub-LAP may change over time, and will be disaggregated by LSE.

Directly-enrolled customers and DR aggregators will be given at least 30 minutes notice before each curtailment.

A program curtailment event will be limited to a maximum of one (1) event per day and four (4) hours per event. The Program will not exceed 10 events during a calendar month, or 180 hours per calendar year.

All customers will be placed on a calendar billing cycle and their regular electric service bills will continue to be calculated each month based on actual recorded monthly demands and energy usage.

The Program will be operated throughout the year.

PG&E may terminate the Program, as directed by the Commission, upon 30 days written notice to all directly-enrolled customers and DR aggregators.
PROGRAM TESTING:

PG&E may call two (2) test events per year at its or the CAISO’s discretion. These test events will be operated, paid, and counted as Program events.

PG&E may conduct a monthly notification test to test its notification system. The monthly notification test will not count toward the Program event limits. No actual load curtailment is required.

INCENTIVE PAYMENTS:

Incentives will be paid on a monthly basis based on the directly enrolled customer’s or DR aggregator’s CAISO sub-LAP portfolio monthly Potential Load Reduction (PLR) amount, minus the sum of any applicable default adjustment values (DAVs):

Potential Load Reduction (net DAV)    Incentive

1 kW to 500 kW    $8.00/kW
501 kW to 1,000 kW    $8.50/kW
1,001 kW and greater    $9.00/kW

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

Summer Season (May 1 through October 31): The difference of the directly enrolled customer’s or DR aggregator’s CAISO sub-LAP portfolio average monthly on-peak period demand (on-peak kWh divided by available on-peak hours), excluding days participating in a DR program event, and its designated FSL, minus the sum of any applicable DAVs.

Winter Season (November 1 through April 30): The difference of the directly enrolled customer’s or DR aggregator’s CAISO sub-LAP portfolio customer’s average monthly partial-peak period demand (partial-peak kWh divided by available partial-peak hours), excluding days participating in a DR program event, and its designated FSL, minus the sum of any applicable DAVs.

The customer’s interval data is available through PG&E’s Inter-Act system. The data may not match billing quality data. All incentive payment calculations use billing quality data.
EXCESS ENERGY CHARGES:

Excess Energy is any energy (kWh) consumed during a curtailment event that is in excess of the customer’s FSL. The energy usage is measured in 15-minute intervals.

Customers will be assessed an Excess Energy Charge at $6.00 per kilowatt-hour (kWh).

PG&E will evaluate and apply Excess Energy Charges for directly-enrolled customers’ and DR aggregators’ CAISO sub-LAP portfolio no later than 90 days after each curtailment event. The incentive payments will be reflected on the directly-enrolled customers’ regular monthly bills as an adjustment. PG&E will adjust DR aggregators’ payments based on performance no later than 90 days after a curtailment event.

PG&E may elect to evaluate and assess the Excess Energy Charges associated with several curtailment events as a single adjustment.

PROGRAM RETEST:

If a customer fails to reduce its load down to or below its FSL throughout the curtailment event, including test event, PG&E may require a re-test that will not count toward the Program event limits. The Excess Energy Charge will increase to $8.40 per kilowatt-hour (kWh) for the re-test and will continue at this level for the remainder of the calendar year.

If the customer fails to reduce its load down to or below its FSL during the re-test, the customer has the option to either: a) de-enroll from the program, b) be re-tested at the current FSL, or c) modify its FSL to an achievable level that meets Program requirements. PG&E may require the customer be re-tested at the new FSL.

If the customer does not modify its FSL, de-enroll from the Program, or successfully comply with the re-test, then PG&E will either: a) set the customer’s FSL to the highest FSL that meets the Program requirements and require a re-test, b) re-test the customer at its current FSL, or c) terminate the customer’s participation.

There is no limit to the number of re-tests to which a customer is subject. The customer will be subject to an additional Excess Energy Charge for each failed re-test.

For aggregators who fail to comply with a curtailment event, the methodology specified above will be applied at the DR aggregator’s CAISO sub-LAP portfolio. In the event an aggregation within an aggregator’s CAISO sub-LAP portfolio fails a load curtailment test, only the customers in the failed aggregation that failed to reduce their loads below their FSL will be retested.
PROGRAM TRIGGERS:

1) The CAISO issues a market award or dispatch instruction by CAISO sub-LAP pursuant to CAISO Operating Procedure 4420.

2) PG&E in its sole discretion may dispatch one or more customers to address transmission or distribution reliability needs.
ELECTRIC SCHEDULE E-BIP
BASE INTERRUPTIBLE PROGRAM

CONTRACTS:
Customers, both directly-enrolled and those in a DR aggregator’s portfolio, may re-designate their FSL or discontinue participation in the Program once annually by providing a 30-day written notice during the month of November, unless the change in the customer’s FSL is due to an update to its attestation of the Prohibited Resource(s), subject to PG&E’s approval. The adjustment of the FSL due to a change in attestation will be effective on the next regularly scheduled meter read date after PG&E approval. Cancellation will be effective January of the following year. Customers may de-enroll prior to the end of the first year if they do so to participate in the 2016 Demand Response Auction Mechanism Pilot, as directed by the California Public Utilities Commission in Resolution E-4728.

DR aggregators must submit a signed Agreement For Aggregators Participating in the Base Interruptible Program (Form 79-1079).

AGGREGATOR’S PORTFOLIO:
DR aggregators must submit a Notice to Add or Delete Customers Participating in the Base Interruptible Program (Form 79-1080) signed by the aggregated customer to add or delete a customer from its portfolio. PG&E will review and approve each SA before enrollment under the aggregator’s portfolio. Each SA may be included in only one portfolio at a time.

PG&E will only add a new customer to a DR aggregator’s portfolio after all necessary equipment is installed and all requirements have been met. Metering equipment (including telephone line, cellular, or radio control communication device) must be in operation for at least 45 days prior to participating in the Program.

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

SPECIAL CONDITIONS FOR COMMUNITY CHOICE AGGREGATION SERVICE (CCA SERVICE) CUSTOMERS AND DIRECT ACCESS (DA) CUSTOMERS:
DA/CCA Service customers enrolling directly with PG&E must make the necessary arrangements with their ESP/CCA before enrolling in this Program.

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

INTERACTION WITH CUSTOMER’S OTHER APPLICABLE PROGRAMS AND CHARGES:
Customers who participate in a third party sponsored interruptible load program must immediately notify PG&E of such activity.

Customers enrolled in the Program may also participate in one of the following PG&E DR programs: Scheduled Load Reduction Program (Schedule E-SLRP), or the Peak Day Pricing (PDP) rate option.

(Continued)
ELECTRIC SCHEDULE E-BIP
BASE INTERRUPTIBLE PROGRAM

UNDER-FREQUENCY RELAY PROGRAM:

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

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

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

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

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

4) Rate for UFR Service: Customers participating in the UFR Program will receive a $0.67/kW demand credit on a monthly basis based on their average monthly on-peak period demand in the summer and the average monthly partial-peak demand in the winter.
APPLICABILITY: The Capacity Bidding Program (CBP) is a voluntary demand response program that offers customers incentives for reducing energy consumption when requested by PG&E. Schedule E-CBP is available to PG&E customers receiving bundled service, Community Choice Aggregation (CCA) service, or Direct Access (DA) service and being billed on a PG&E commercial, industrial, or agricultural electric rate schedule. An eligible customer must continue to take service under the provisions of its otherwise applicable schedule (OAS).

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

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

Customers that receive electric power from third parties (other than through direct access and Community Choice Aggregation) and customers billed for standby service are not eligible for Schedule E-CBP. Eligible customers include those receiving partial standby service or services pursuant to one or more of the Net Energy Metering Service schedules except NEMCCSF.

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

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

Effective January 1, 2018, Schedule E-CBP customers will not be eligible to receive demand response incentives for using a prohibited resource to reduce load during a demand response event, as provided in the Section on the Use of Prohibited Resources within this tariff...

Aggregators and customers participating in Schedule E-CBP must comply with the terms of this schedule and associated agreements.

SUBSCRIPTION LIMIT: PG&E reserves the right to limit the subscription amount available to participate in Schedule E-CBP, consistent with Commission guidelines.
OPTIONS AND PRODUCTS:
The program season is May 1 through October 31.

The program days are Monday through Friday during the program season, excluding North American Electric Reliability Corporation (NERC) holidays. NERC holidays during the program season are the dates on which the following holidays are legally observed: Memorial Day, Independence Day, and Labor Day.

If Independence Day falls on a Sunday, then it is recognized the Monday immediately following that Sunday. If Independence Day falls on a Saturday, it remains on that Saturday.

The program hours are 11 a.m. to 7 p.m. on program days.

Economic events are capped at 5 per month; additional events may be called for reliability purposes up to the Maximum Event Hours Per Operating Month.

The following options and products are available:

Day-Ahead Options

<table>
<thead>
<tr>
<th>Product</th>
<th>Minimum Duration per Event</th>
<th>Maximum Duration per Event</th>
<th>Maximum Event Hours Per Operating Month</th>
<th>Maximum Events Per Day</th>
</tr>
</thead>
<tbody>
<tr>
<td>1-4 Hour</td>
<td>1 hour</td>
<td>4 hours</td>
<td>30</td>
<td>1</td>
</tr>
<tr>
<td>2-6 Hour</td>
<td>2 hours</td>
<td>6 hours</td>
<td>30</td>
<td>1</td>
</tr>
<tr>
<td>4-8 Hour</td>
<td>4 hours</td>
<td>8 hours</td>
<td>30</td>
<td>1</td>
</tr>
</tbody>
</table>

Day-Of Options

<table>
<thead>
<tr>
<th>Product</th>
<th>Minimum Duration per Event</th>
<th>Maximum Duration per Event</th>
<th>Maximum Event Hours Per Operating Month</th>
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<td>30</td>
<td>1</td>
</tr>
<tr>
<td>4-8 Hour</td>
<td>4 hours</td>
<td>8 hours</td>
<td>30</td>
<td>1</td>
</tr>
</tbody>
</table>

The limits shown in the tables above are applied at the Capacity Nomination.
AGGREGATOR’S PORTFOLIO:

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

PG&E will assign each CBP customer to a CAISO Sub-Load Aggregation Point (Sub-LAP). A CAISO Sub-LAP may change over time. PG&E will provide notice of the Sub-LAP change to the current Aggregator. The effective date of the change must occur at the end of a calendar month.

Existing AutoDR CBP customers shall be assigned to a Sub-Lap. Existing non-AutoDR CBP customers will be assigned to a Sub-LAP.

New AutoDR CBP customers shall be assigned to a Sub-LAP. New non AutoDR CBP customers will be assigned to a Sub-LAP.

Customers participating in Schedule E-CBP can submit an Election To Withdraw (Form 79-1149) to initiate the process to be removed from Schedule E-CBP. Customers electing this option may not join another Portfolio in any of PG&E’s Aggregator programs, which includes Schedule E-CBP program and the Aggregator Managed Program (AMP) for the remainder of the DR Season, i.e. the calendar months of May through October.

Election of Customer to withdraw from the Aggregator’s Portfolio shall be effective and binding at the end of the then current calendar month in which PG&E received this form identifying the Service Agreement(s) to which the Customer withdrawal applies; provided PG&E receives the form at least fifteen (15) calendar days prior to the end of the then current month. If PG&E receives the form less than fifteen (15) calendar days prior to the end of the then current month, then Customer’s withdrawal from Aggregators Portfolio will be effective the following month. PG&E shall notify the Customer’s current Aggregator of the Customer’s election. The notice shall include the effective date of withdraw.

CUSTOMER SPECIFIC ENERGY BASELINE:

To participate in this program, a customer must have a valid customer specific energy baseline (CSEB) at least 5 calendar days prior to the first day of the operating month.

CSEB will be valid for purposes of participation if there are at least ten (10) similar days of interval data available in PG&E’s CBP Website.

Each Capacity Nomination will have its own CSEB based on its associated aggregated group. The CSEB on any given day during the program is the sum total of each individual SA’s baseline in the group. Each individual SA baseline is the average for each hour based on the immediate past ten (10) similar weekdays prior to an event with the option of a day-of adjustment. The load during each hour of the ten days will be averaged to calculate an hourly baseline for each hour. The past ten (10) similar days will include Monday through Friday, excluding NERC holidays and event days prior to the event (including events of this program, or any other interruptible or curtailment programs enrolled by the customer, or days when a rotating outage was called).
CUSTOMER SPECIFIC ENERGY BASELINE: The day-of adjustment is the ratio of a) the average load of the first three of the four hours prior to the event to b) the average load of the corresponding hours from the past 10 similar weekdays, as discussed above. The day-of adjustment will be limited to +/- 40% of each individual SA baseline in the group, and will be based on the first three of the four hours prior to the start of the event. The day-of adjustment is applied by multiplying it by each hourly baseline value. The Aggregator must elect or opt-in to receive this adjustment on behalf of the customer. The Aggregator is responsible for determining the applicable baseline day-of adjustment amount at the time of a nomination. PG&E will only be responsible for determining the applicable baseline day-of adjustment following each event for the purpose of evaluating customer compliance. If more than one event (either within the same or across multiple programs) occurs on the same day, the day-of adjustment from the event with the earliest start time will be used for the individual SA’s events that day requiring a day-of adjustment.

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

CAPACITY NOMINATIONS: Capacity Nominations must be submitted by Aggregators no later than 5 calendar days prior to the operating month. All Capacity Nominations are fixed for their associated operating months. All operating months begin and end at the beginning and ending of its corresponding calendar month.

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

An Aggregator must nominate capacity in the following categories:

Option (Day-Ahead or Day-Of)

Product

Sub-LAP

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

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

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

(Continued)
**ELECTRIC SCHEDULE E-CBP**  
CAPACITY BIDDING PROGRAM

**CAPACITY PRICE:** Capacity Price by Month

<table>
<thead>
<tr>
<th>Product</th>
<th>May</th>
<th>June</th>
<th>July</th>
<th>August</th>
<th>September</th>
<th>October</th>
</tr>
</thead>
<tbody>
<tr>
<td>1-4 Hour</td>
<td>$3.18/kW</td>
<td>$3.88/kW</td>
<td>$16.30/kW</td>
<td>$22.54/kW</td>
<td>$13.90/kW</td>
<td>$2.27/kW</td>
</tr>
<tr>
<td>2-6 Hour</td>
<td>$3.18/kW</td>
<td>$3.88/kW</td>
<td>$16.30/kW</td>
<td>$22.54/kW</td>
<td>$13.90/kW</td>
<td>$2.27/kW</td>
</tr>
<tr>
<td>4-8 Hour</td>
<td>$3.18/kW</td>
<td>$3.88/kW</td>
<td>$16.30/kW</td>
<td>$22.54/kW</td>
<td>$13.90/kW</td>
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<th>October</th>
</tr>
</thead>
<tbody>
<tr>
<td>1-4 Hour</td>
<td>$3.66/kW</td>
<td>$4.46/kW</td>
<td>$18.75/kW</td>
<td>$25.93/kW</td>
<td>$15.99/kW</td>
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</tr>
<tr>
<td>2-6 Hour</td>
<td>$3.66/kW</td>
<td>$4.46/kW</td>
<td>$18.75/kW</td>
<td>$25.93/kW</td>
<td>$15.99/kW</td>
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<td>4-8 Hour</td>
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<td>$25.93/kW</td>
<td>$15.99/kW</td>
<td>$2.61/kW</td>
</tr>
</tbody>
</table>

(Continued)
CAPACITY PAYMENT AND CAPACITY PENALTY:

All Capacity Payments will be determined for each Capacity Nomination as specified below. The Aggregator will receive Capacity Payments and Capacity Penalties for Bundled, DA, CCA Service customers.

If a CBP Event was not called for a Capacity Nomination during the operating month, then the Capacity Payment for the operating month is equal to the product of Nominated Capacity (adjusted for the sum of the Prohibited Resource Default Adjustment Values) and Capacity Price for the applicable operating month, option, and product.

If one or more CBP Events were called for a Capacity Nomination during the operating month, then the Capacity Payment for the operating month will be determined for each called Capacity Nomination as follows:

1) The Hourly Delivered Capacity for the event hour is equal to the sum of the baselines for each individual SA in the Capacity Nominations called for the event hour minus the sum of the event average demands for each individual SA in the Capacity Nominations called for the event hour. The average event demand is defined as the sum of the energy consumed during the event plus the Prohibited Resource Default Adjustment Value, hour for each of the SAs in the Capacity Nomination converted to demand measured in kilowatts.

2) The Hourly Delivered Capacity Ratio for the event hour is the sum of Hourly Delivered Capacity for all Capacity Nominations called for that hour divided by the sum of the Nominated Capacity for all Capacity Nominations called for that hour. When a CBP event is called for one or more Sub-LAPs, the Hourly Delivered Capacity Ratio for the event hour will be calculated on a cumulative basis for Aggregator's performance in all Sub-LAPs that received a Notice of the CBP event for the hour.

3) The Unadjusted Hourly Capacity Payment for a Capacity Nomination equals the product of the Nominated Capacity for the operating month, minus the sum of the Prohibited Resource Default Adjustment Values, and the Capacity Price for the operating month divided by the number of event hours in the operating month for the Capacity Nomination.
CAPACITY PAYMENT AND CAPACITY PENALTY (Cont'd.):

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

<table>
<thead>
<tr>
<th>Hourly Delivered Capacity Ratio</th>
<th>Adjusted Hourly Capacity Payment/Penalty</th>
</tr>
</thead>
<tbody>
<tr>
<td>≥ 1.05 (I)</td>
<td>Adjusted Hourly Capacity Payment = Unadjusted Hourly Capacity Payment * 1.05 (I)</td>
</tr>
<tr>
<td></td>
<td>Adjusted Hourly Capacity Penalty = 0</td>
</tr>
<tr>
<td>≥ 0.75 (R) and &lt; 1.05 (I)</td>
<td>Adjusted Hourly Capacity Payment = Unadjusted Hourly Capacity Payment * Hourly Delivered Capacity Ratio</td>
</tr>
<tr>
<td></td>
<td>Adjusted Hourly Capacity Penalty = 0</td>
</tr>
<tr>
<td>≥ 0.60 (R) and &lt; 0.75 (R)</td>
<td>Adjusted Hourly Capacity Payment = Unadjusted Hourly Capacity Payment * 50%</td>
</tr>
<tr>
<td></td>
<td>Adjusted Hourly Capacity Penalty = 0</td>
</tr>
<tr>
<td>≥ 0 (R) and &lt; 0.60 (R)</td>
<td>Adjusted Hourly Capacity Payment = 0</td>
</tr>
<tr>
<td></td>
<td>Adjusted Hourly Capacity Penalty = Unadjusted Hourly Capacity Payment * (0.60 * Hourly Delivered Capacity Ratio)</td>
</tr>
<tr>
<td>&lt; 0</td>
<td>Adjusted Hourly Capacity Payment = 0</td>
</tr>
<tr>
<td></td>
<td>Adjusted Hourly Capacity Penalty = Unadjusted Hourly Capacity Payment * (0.60) (I)</td>
</tr>
</tbody>
</table>

5) The Capacity Payment for the Capacity Nomination is the sum of the Adjusted Hourly Capacity Payment/Penalty for the operating month.
ENERGY PAYMENT:

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

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

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

\[
\begin{align*}
\text{Nominated Energy}_{\text{hr}} &= \text{Nominated Capacity}_{\text{hr}} - \text{Sum of Default Adjustment Values} \\
\text{Delivered Energy}_{\text{hr}} &= \text{lesser of Delivered Capacity}_{\text{hr}} - \text{Sum of Default Adjustment Values} \text{ or } 1.5 \times \text{Nominated Energy}_{\text{hr}} \\
\text{Energy Payment}_{\text{hr}} &= \\
\text{If Delivered Energy}_{\text{hr}} \geq \text{Nominated Energy}_{\text{hr}} &= \text{Delivered Energy}_{\text{hr}} \times \text{Energy Price}_{\text{hr}} \\
\text{If Delivered Energy}_{\text{hr}} < \text{Nominated Energy}_{\text{hr}} &= \text{Delivered Energy}_{\text{hr}} \times \text{Energy Price}_{\text{hr}} \text{ less } (\text{Nominated Energy}_{\text{hr}} - \text{Delivered Energy}_{\text{hr}}) \times \text{the higher of the ex-post energy price for the event hour or the Energy Price}_{\text{hr}}
\end{align*}
\]

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

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

SPECIAL CONDITIONS FOR DIRECT ACCESS AND CCA SERVICE CUSTOMERS:

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

PG&E will not provide energy payments to Aggregator on behalf of a DA or CCA service customer, for load reductions during CBP events ($0/kWh). Aggregators will still receive capacity payments from PG&E for DA or CCA customers’ load as applicable under this Schedule. This provision does not prevent DA or CCA customers from entering into arrangements with their respective ESPs or CCAs to receive part or all of the energy benefits derived from the DA or CCA customers’ load reductions during CBP events.

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

Effective Date: Effective January 1, 2018, Schedule E-CBP customers will not be eligible to receive demand response incentives for using a prohibited resource to reduce load during a demand response event, as provided in this Section.

Definition: Prohibited resources are defined as distributed generation technologies using diesel; natural gas; gasoline; propane; or, liquefied petroleum gas that are used in topping cycle Combined Heat and Power (CHP) or non-CHP configuration. The following resources are exempted from the prohibition: pressure reduction turbines; waste-heat-to-power bottoming cycle CHP; and, storage and storage coupled with renewable generation that meets the relevant greenhouse gas emissions standards adopted for the Self Generation Incentive Program.

Attestation: Customers must attest to one of the following conditions in order to participate in E-CBP:

- I do not have a Prohibited Resource on-site.
- I do have a Prohibited Resource on-site and I will not use the resource to reduce load during any Demand Response Event.
- I do have a Prohibited Resource on-site and I may have to run the resource(s) during Demand Response events for safety, health, or operational reasons. My Prohibited Resource(s) has (have) a total nameplate capacity of _______ kW. I understand that this value will be used as the Default Adjustment Value (DAV) to adjust the Demand Response incentives/charge for my account.

For those customers attesting to having a Prohibited Resource on-site that will be run during Demand Response events for safety, health, or operational reasons, and therefore requiring a DAV, the nameplate capacity value of the customer’s Prohibited Resource must be provided as part of the attestation. If a customer has multiple Prohibited Resources for the same service agreement, then the DAV will be the sum of the nameplate capacity values from all prohibited resources electing to be used to reduce load during a Demand Response event on the same site.

Customers are allowed to adjust their DAV over the course of a year if (a) the customer’s change in DAV results from a change in the operational status of a prohibited resource associated with the customer’s service agreement; and (b) PG&E can verify this and approves.

CBP Aggregators must collect, store, and submit attestations to PG&E for all Schedule-CBP customers by December 31, 2017. New customers must provide their attestation during the enrollment process.

Aggregator Roles and Responsibilities: Aggregators shall ensure that they are enforcing the Prohibited Resources policy and include similar language in contracts with customers. The aggregator shall communicate the requirements associated with Prohibited Resources and require each customer to complete the attestation described within this section.

Aggregators are responsible for: (a) obtaining signed attestations and...
providing PG&E valid attestation documentation in a mutually agreed upon format from all existing customers by December 31, 2017, and upon enrollment for new customers; (b) communicating changes to customer attestations on a monthly basis to PG&E; (c) removing customers from their portfolio within 30 days if the customer has violated the prohibited resources requirements; (d) submitting the attestations for each customer service agreement and applicable DAVs to PG&E; (e) recording, updating, and de-rating their portfolio by a summary DAV on a monthly basis; and (f) conducting outreach and notification of the prohibition to their customers, which includes developing metrics, targets and record keeping systems to assess the effectiveness of their customer outreach and notification efforts, as well as demonstrating compliance with the above to PG&E upon request.

**Verification and Consequences of Non-Compliance: Customer**

compliance and participation may be subject to verification performed by a Verification Administrator (which may be either PG&E or a third party) and consequences associated with non-compliance.

Participation in E-CBP is contingent on complying with possible verification requests and facility access for site visits, as deemed necessary by the Verification Administrator. Compliance with Verification Administrator requests will be determined by the Verification Administrator.

Per direction from the Verification Administrator, customers may be asked to install a data logger(s) and/or verification meter(s) and/or provide operating logs from such devices.

A customer that is found in violation of the prohibited resources requirements will be removed from the program by the customer’s aggregator. Conditions for violations and provisions for re-enrollment include:

**Type I Violation:** A Type I Violation is defined as (a) an existing customer that fails to agree to the prohibition and does not provide an attestation by December 31, 2017; or (b) an invalid attestation, including an inaccurate attestation due to clerical or administrative errors, such as an inaccurate listing of a customer name or the nameplate value of a Prohibited Resource on an attestation, provided in all cases that such Prohibited Resource is not used in violation of the terms of this policy. Customers who have a Type I Violation due to not submitting an attestation will be removed from this Schedule on January 1, 2018, but will be eligible to re-enroll subject to the submittal of the attestation.

PG&E or its Verification Administrator will notify aggregators with customers that have a Type I Violation due to an invalid attestation, and the customer will have 60 days to cure after this notice by providing a valid attestation, or the customers will be
removed from this Schedule. Once removed from this Schedule, the customer or the customer’s aggregator must provide a valid attestation to re-enroll at any time.

Type II Violation: A Type II Violation is defined as the violation of the term(s) of its attestation when (a) the customer attested to the “does not have” or “no-use” provisions of the Prohibited Resource attestation, but is determined to have used a Prohibited Resource to reduce load during a demand response event, or (b) the customer submits an invalid nameplate capacity value for the Prohibited Resource(s). A customer with a single instance of a Type II Violation shall be removed from this Schedule and ineligible to enroll in any demand response program subject to the prohibited resource requirement in D.16-09-056 for 12 calendar months from the removal date. A customer with two or more instances of Type II Violations shall be removed from this Schedule and ineligible to enroll in any demand response program subject to the prohibited resource requirement in D.16-09-056 for a period of three years from the removal date. Subsequently to this period, the customer will be eligible to re-enroll in this Schedule and all other demand response programs subject to this prohibited resource requirement in D.16-09-056.

Dispute Resolution: Customers disputing a Type I or Type II Violation shall be permitted to engage in a dispute resolution process with the Verification Administrator, PG&E, the Commission, and the customer’s aggregator.

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

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

The following options are available if a customer’s SA does not already have an approved interval meter or SmartMeter:

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

2) For Bundled Service and CCA Service SAs whose maximum billed demand has not exceeded the level specified in item 1 above, the customer can elect one of the following:

   a. Pay the cost to have PG&E install a non-SmartMeter at the customer’s

(Continued)
expense pursuant to Electric Rule 2, Special Facilities, or

b. Wait until a PG&E SmartMeter is installed and remote-read enabled.

3) For Direct Access SAs where PG&E is the MDMA, no incremental fees are required. Metering services shall be provided pursuant to Electric Rule 22.

4) For Direct Access SAs where PG&E is not the MDMA, then the customer will be responsible for any and all costs associated with providing PG&E acceptable interval data on a daily basis, including any additional metering, communication equipment, and fees assessed by the customer’s Electric Service Provider (ESP). Metering services shall be provided pursuant to Electric Rule 22.

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.

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

All measurements for the CSEB and performance will be determined using the customer’s electric revenue interval meter without loss factor adjustments.
ELECTRIC SCHEDULE E-CBP
CAPACITY BIDDING PROGRAM

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

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

PG&E will make best efforts to notify Aggregators; however receipt of such notice is the responsibility of the Aggregator. PG&E does not guarantee the reliability of the pager system, e-mail system, or website by which the Aggregator receives notification.

COORDINATION WITH AUTO DR:
In the event a customer in the AutoDR program opts out of a CBP Event, or if the AutoDR notification to the customer's AutoDR enabled equipment fails for any reason, the Aggregator shall not be relieved of its obligation to provide its full Capacity Nominations.

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

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

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

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

PROGRAM TRIGGER AND NOTIFICATION:

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

Day-Ahead Option:

PG&E may trigger a Day-Ahead CBP Event for one or more Load Zones when:
1) PG&E’s procurement stack is expected to require the dispatch of electric generation facilities with heat rates of 15,000 BTU/kWh or greater for the day-ahead market, and the CAISO day-ahead market price exceeds $70/MWh; 2) PG&E receives a market award or dispatch instruction from the CAISO for a Proxy Demand Response bid, 3) when PG&E, in its sole opinion, forecasts that generation resources or electric system capacity may not be adequate, or 4) for forecasted temperature for a Load Zone exceeds the temperature threshold for the Load Zone. PG&E reserves the right not to call an event even when these thresholds are reached when PG&E, in its sole opinion, forecasts that resources may be adequate.

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

Day-Of Option:

PG&E may trigger a Day-Of Event for one or more Load Zones when: 1) PG&E’s procurement stack is expected to require the dispatch of electric generation facilities with heat rates of 15,000 BTU/kWh or greater for the real-time market, and the CAISO real-time market price exceeds $70/MWh; 2) PG&E receives a market award or dispatch instruction from the CAISO for a Proxy Demand Response bid, 3) PG&E, in its sole opinion, forecasts that generation resources or electric system capacity may not be adequate, or 4) the forecasted temperature for a Load Zone exceeds the temperature threshold for the Load Zone. PG&E reserves the right not to call an event even when these thresholds are reached when PG&E, in its sole opinion, forecasts that resources may be adequate.

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

PROGRAM RESEARCH AND ANALYSIS:

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

PG&E may release customer information to the CAISO in order to facilitate direct participation of retail demand response resources in the CAISO wholesale market.

(Continued)
ACCESS TO CUSTOMER SPECIFIC USAGE DATA:
PG&E will provide an aggregated customer’s electric usage and electric meter data for the Service Agreements to its Aggregator so Aggregator can determine the payment payable to and penalties chargeable to Customer under Schedule E-CBP.

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

PAYMENTS, AND AFFECT ON CUSTOMER’S BILL FOR THE OAS:
Payments due under this program will be sent as a check to the Aggregator within 60 calendar days after the end of the operating month. The charges under the OAS for an aggregated customer will not be adjusted.
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