

PUBLIC UTILITIES COMMISSION

505 VAN NESS AVENUE



April 27, 2020

**Advice Letter 5752-E/5752-E-A**

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

**SUBJECT: Update to Capacity Bidding Program (CBP) Tariff and CBP.**

Dear Mr. Jacobson:

Advice Letter 5752-E/5752-E-A is effective as of March 3, 2020.

Sincerely,

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

Edward Randolph  
Deputy Executive Director for Energy and Climate Policy/  
Director, Energy Division

March 4, 2020

**Advice 5752-E-A**

(Pacific Gas and Electric Company ID U 39 E)

Public Utilities Commission of the State of California

**Subject: Supplemental: Update to the Capacity Bidding Program (CBP) Tariff for the 2020 Program Year**

**Purpose**

Pacific Gas and Electric Company (PG&E) hereby submits this supplemental advice letter (AL) to the California Public Utilities Commission (Commission or CPUC) to update its CBP Tariff<sup>1</sup> and CBP Aggregator Agreement (Form 79-1076).<sup>2</sup> While the additional proposed changes are not specifically mandated by the CPUC, they do represent changes that PG&E desires to incorporate into the 2020 CBP program year, which starts May 1, 2020.

This supplemental advice letter supersedes the original AL 5752-E in part. While the clean tariffs in Attachment 1 and Redline Tariffs in Attachment 2 are being replaced, the content proposed in original AL 5752-E remain unchanged and is reflected in this supplemental submittal.<sup>3</sup>

PG&E requests that AL 5752-E and AL 5752-E-A (Supplemental) be approved no later than May 1, 2020, in order to allow for requested changes to be effective for the 2020 CBP program year. Specifically, the proposed changes would enable electronic enrollment of residential participants into CBP as part of a *pilot* to assess the efficacy of electronic enrollment.<sup>4</sup>

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<sup>1</sup> CBP Tariff: [https://www.pge.com/tariffs/assets/pdf/tariffbook/ELEC\\_SCHEDS\\_E-CBP.pdf](https://www.pge.com/tariffs/assets/pdf/tariffbook/ELEC_SCHEDS_E-CBP.pdf)

<sup>2</sup> Form 79-1076: [https://www.pge.com/tariffs/assets/pdf/tariffbook/ELEC\\_FORMS\\_79-1076.pdf](https://www.pge.com/tariffs/assets/pdf/tariffbook/ELEC_FORMS_79-1076.pdf)

<sup>3</sup> For ease of review, the redline tariffs (Attachment 2) includes all proposed revisions from the original AL 5752-E and incremental revisions proposed in this supplemental submission; similarly, the clean version of the tariffs (Attachment 1) includes all updates from original AL 5752-E and incremental revisions proposed in this supplemental submittal.

<sup>4</sup> The current process of utilizing the Add/Delete Form (Form 79-1075) would be retained per Form 79-1075: [https://www.pge.com/tariffs/assets/pdf/tariffbook/ELEC\\_FORMS\\_79-1075.pdf](https://www.pge.com/tariffs/assets/pdf/tariffbook/ELEC_FORMS_79-1075.pdf)

**Background**

PG&E's recently submitted AL 5752-E to propose updates to its CBP tariff in order to: 1) remove the 11 a.m. to 7 p.m. program hours by making the current optional 1 p.m. to 9 p.m. the single available time-block for the 2020 CBP Program Year (May 1 through October 31),<sup>5</sup> 2) remove the single Load Serving Entity (LSE) requirement for a resource based on changes adopted by the CAISO, and 3) update language associated with prohibited resources to include obligations for residential CBP participants and to distinguish existing language associated with non-residential participants.

**Background on Supplemental Information**

PG&E is making additional changes to the CBP Tariff and the Aggregator Agreement to allow for electronic enrollment in addition to the existing Add/Delete Form (Form 79-1075). This change is being made to facilitate residential enrollment into CBP as part of a *pilot* that was agreed to in PG&E's prior multi-party settlement agreement. This settlement agreement<sup>6</sup> become part of the record in PG&E's Application (A. 17-01-012) for funding of its 2018-2022 Demand Response programs.<sup>7</sup> The specific language from the settlement agreement that pertains to this supplemental filing follows (p. 9):

*The Parties agree that the existing CBP enrollment process will not be changed in this proceeding. PG&E will use the demand response (DR) Emerging Technology (DRET) program to conduct a Request for Information (RFI) through the DR Emerging Technology (DRET) program to identify best practices and approaches for a new, streamlined and digital residential CBP customer authorization and enrollment process (e.g., determine whether the click through process in Share My Data can be modified to work well for residential CBP enrollment and customer authorization for third party to receive the customer's data for CBP). The RFI also will consider whether and how Automated Demand Response (ADR) and CBP enrollments can be coordinated using these best practices and PG&E's systems.*

*Based on the RFI's findings, PG&E will pilot a new streamlined, digital residential enrollment process for CBP. The RFI and associated demonstration pilot will be completed within the DRET funding request made in A.17-01-012, and is subject*

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<sup>5</sup> D. 17-12-003 at p. 68-69: "Therefore, we direct PG&E to offer the new operation hours on an optional basis until the CAISO or the resource adequacy proceeding adopts new resource adequacy availability assessment hours or PG&E provides more evidence in the mid-cycle review of grid need." At p. 147: "Future changes adopted by the Commission in the resource adequacy proceeding, which require changes in demand response program design, may be made through a Tier 2 Advice Letter submittal by the Utilities or through the 2020 mid-cycle program update, whichever timing is most appropriate."

<sup>6</sup> A motion for adoption of the settlement was filed on June 26, 2017 and incorporated as Attachment 1 and Attachment 2 (Amendment) into D. 17-12-003.

<sup>7</sup> PG&E's DR Application (A. 17-01-012) was approved by Decision 17-12-003.

*to Commission authorization of the request. If the Commission issues a final decision approving this MOU or a settlement based on the MOU in 2017, PG&E will perform the RFI and initiate the pilot in 2018. If the Commission's final decision is not issued in 2017, this work will be performed within 12 months after the Commission's final decision.*

To explain, PG&E undertook a Request for Information (RFI) in 2018, which only provided partial insight into a digital residential enrollment process. The information did not reveal a turn-key solution that could be easily and cost-effectively implemented. At the same time as the RFI, PG&E was upgrading its IT system for supporting DR programs. Subsequent to the roll-out of the upgraded IT system, PG&E determined that it could potentially leverage its IT system for supporting an electronic enrollment process. Therefore, PG&E now proposes to *pilot* an electronic enrollment process consistent with the settlement agreement for the remainder of the current funding cycle (2020 through 2022), subject to CPUC approval. If the pilot proves to be successful, then PG&E could request that it be converted into a permanent option in the DR funding cycle Application after 2022.<sup>8</sup>

In support of this *pilot*, PG&E is proposing relevant edits to both the CBP tariff and the Aggregator Agreement<sup>9</sup> (Form 79-1076) in order to enable electronic enrollment into CBP for residential participants. This *pilot* is intended to utilize existing PG&E mechanisms available to parties,<sup>10</sup> but may also leverage capabilities offered by Aggregators. A related element for this pilot pertains to customer consent for the release of usage data when needed by an Aggregator. Accordingly, certain proposed edits clarify the release of customer usage data.

### **Supplemental CBP Tariff Revisions**

- Sheet 4 (Aggregator's Portfolio) and Sheet 10 (Contracts and Forms): Adds language that provides the ability to "...utilize a PG&E approved electronic enrollment pilot process" in addition to the existing Add/Delete Form (Form 70-1075).
- Sheet 12 (Access to Customer Specific Usage Data): First, corrects a typographical error by changing "an" to "a" in front of the word "customer". Second, the phrase "consent from the customer via..." is added to emphasize the need for customer approval. Third, the phrase "...or a PG&E approved electronic enrollment pilot

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<sup>8</sup> D.17-12-003, Ordering Paragraph 61 calls for the three utilities to file their respective DR funding Applications for years 2023-2027 on November 1, 2021.

<sup>9</sup> The CBP program is ONLY available for participation through third-party Aggregators.

<sup>10</sup> Examples of mechanisms that could be utilized include an email process that mimics the Add/Delete Form (79-1075), use of a PG&E dedicated portal, and/or use of the "ShareMyData" functionality for data sharing.

process wherein the customer can authorize release of its data to the Aggregator” is added for enabling electronic consent for the release of usage data.

- Sheet 12 (Confidentiality): Adds the word “staff” after the word Commission to clarify that both CPUC staff and “contractors” could be authorized to receive data.

### **Supplemental Aggregator Agreement Revisions**

- Pages 1-2, Section D (Required Notice to Add or Delete Customers):  
On page 1, modifies the requirement to present an Add/Delete Form from “shall” to “can” since the electronic enrollment pilot option is being added; on page 2 adds a sentence that states “Alternatively, Aggregators may complete a PG&E approved electronic enrollment pilot process to add or remove a customer from its portfolio.”
- Page 4, Part II, Section B (Customer-Specific Usage or Meter Data):  
As it relates to the authorization of the release of customer usage data, adds clarifying language that references the CBP tariff by stating “if a customer has provided consent as set forth in Schedule E-CBP,” which could be authorized through the electronic enrollment process for this pilot. Furthermore, adds the qualifier that usage or meter data for the Service Agreement is shared “unless and until the customer revokes such consent.” This qualifier is being added to bifurcate the enrollment process from the data sharing so that each is not co-dependent.<sup>11</sup>

### **Protests**

PG&E requests that the protest period be shortened from 20 days to 10 days. Anyone wishing to protest this submittal may do so by letter sent via U.S. mail, facsimile or E-mail, no later than March 16, 2020, which is 10 days<sup>12</sup> after the date of this submittal. Protests must be submitted to:

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

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

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

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<sup>11</sup> In certain cases, a DR participant can be enrolled in an Aggregator program without necessarily sharing usage data.

<sup>12</sup> If the 10-day protest period concludes on a weekend, then the protest is due the following business day.

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 B13U  
P.O. Box 770000  
San Francisco, California 94177

Facsimile: (415) 973-3582  
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**

PG&E requests that this Tier 2 advice submittal become effective concurrent with original Advice Letter 5752-E, which is March 4, 2020. Furthermore, PG&E requests that AL 5752-E and AL 5752-E-A (Supplemental) be approved no later than May 1, 2020, in order to allow for requested changes to be effective for the 2020 CBP program year, which runs from May 1, 2020 through October 31, 2020.

### **Notice**

In accordance with General Order 96-B, Section IV, a copy of this advice letter is being sent electronically and via U.S. mail to parties shown on the attached list and the parties on the service list for A.17-01-012. 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 submittals can also be accessed electronically at: <http://www.pge.com/tariffs/>.

/S/

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Erik Jacobson  
Director, Regulatory Relations

Attachments

Attachment 1 - Tariffs

- CBP Tariff
- CBP Aggregator Agreement

Attachment 2 – Redline Tariffs

cc: Service List A.17-01-012



# ADVICE LETTER SUMMARY

ENERGY UTILITY



**MUST BE COMPLETED BY UTILITY (Attach additional pages as needed)**

Company name/CPUC Utility No.: Pacific Gas and Electric Company (ID U39 E)

Utility type:

☒ ELC ☐ GAS ☐ WATER  
☐ PLC ☐ HEAT

Contact Person: Annie Ho

Phone #: (415) 973-8794

E-mail: PGETariffs@pge.com

E-mail Disposition Notice to: AMHP@pge.com

EXPLANATION OF UTILITY TYPE

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

(Date Submitted / Received Stamp by CPUC)

Advice Letter (AL) #: 5752-E-A

Tier Designation: 2

Subject of AL: Supplemental: Update to Capacity Bidding Program (CBP) Tariff and CBP Aggregator Agreement for the 2020 Program Year

Keywords (choose from CPUC listing): Compliance, Form

AL Type: ☐ Monthly ☐ Quarterly ☐ Annual ☒ One-Time ☐ Other:

If AL submitted in compliance with a Commission order, indicate relevant Decision/Resolution #: D.17-12-003

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:

Confidential treatment requested? ☐ Yes ☒ No

If yes, specification of confidential information:

Confidential information will be made available to appropriate parties who execute a nondisclosure agreement. Name and contact information to request nondisclosure agreement/ access to confidential information:

Resolution required? ☐ Yes ☒ No

Requested effective date: 3/4/20

No. of tariff sheets: 14

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

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

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

Tariff schedules affected: Electric Schedule E-CBP & Electric Sample Form 79-1076

Service affected and changes proposed<sup>1</sup>: N/A

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

<sup>1</sup>Discuss in AL if more space is needed.



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

CPUC, Energy Division  
Attention: Tariff Unit  
505 Van Ness Avenue  
San Francisco, CA 94102  
Email: [EDTariffUnit@cpuc.ca.gov](mailto:EDTariffUnit@cpuc.ca.gov)

Name: Erik Jacobson, c/o Megan Lawson  
Title: Director, Regulatory Relations  
Utility Name: Pacific Gas and Electric Company  
Address: 77 Beale Street, Mail Code B13U  
City: San Francisco, CA 94177  
State: California Zip: 94177  
Telephone (xxx) xxx-xxxx: (415)973-2093  
Facsimile (xxx) xxx-xxxx: (415)973-3582  
Email: [PGETariffs@pge.com](mailto:PGETariffs@pge.com)

Name:  
Title:  
Utility Name:  
Address:  
City:  
State: District of Columbia Zip:  
Telephone (xxx) xxx-xxxx:  
Facsimile (xxx) xxx-xxxx:  
Email:

Clear Form

<b>Cal P.U.C. Sheet No.</b>	<b>Title of Sheet</b>	<b>Cancelling Cal P.U.C. Sheet No.</b>
46307-E	Electric Sample Form No. 79-1076 Agreement for Aggregators Participating in the Capacity Bidding Program Sheet 1	42641-E*
46308-E	ELECTRIC SCHEDULE E-CBP CAPACITY BIDDING PROGRAM Sheet 2	42147-E
46309-E	ELECTRIC SCHEDULE E-CBP CAPACITY BIDDING PROGRAM Sheet 4	42149-E
46310-E	ELECTRIC SCHEDULE E-CBP CAPACITY BIDDING PROGRAM Sheet 5	42150-E
46311-E	ELECTRIC SCHEDULE E-CBP CAPACITY BIDDING PROGRAM Sheet 10	42154-E
46312-E	ELECTRIC SCHEDULE E-CBP CAPACITY BIDDING PROGRAM Sheet 12	42156-E
46313-E	ELECTRIC SCHEDULE E-CBP CAPACITY BIDDING PROGRAM Sheet 13	42660-E**
46314-E	ELECTRIC SCHEDULE E-CBP CAPACITY BIDDING PROGRAM Sheet 14	42661-E
46315-E	ELECTRIC SCHEDULE E-CBP CAPACITY BIDDING PROGRAM Sheet 15	42662-E
46316-E	ELECTRIC SCHEDULE E-CBP CAPACITY BIDDING PROGRAM Sheet 16	42663-E
46317-E	ELECTRIC SCHEDULE E-CBP CAPACITY BIDDING PROGRAM Sheet 17	42664-E
46318-E	ELECTRIC TABLE OF CONTENTS Sheet 1	46266-E
46319-E	ELECTRIC TABLE OF CONTENTS Sheet 9	44505-E
46320-E	ELECTRIC TABLE OF CONTENTS Sheet 30	45672-E



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**Electric Sample Form No. 79-1076** Sheet 1  
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 \_\_\_\_\_. 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 can 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 FOR AGGREGATORS PARTICIPATING IN THE CAPACITY BIDDING PROGRAM**

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.

Alternatively, Aggregators may complete a PG&E approved electronic enrollment pilot process to add or remove a customer from its portfolio.

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. The "Agreement for Aggregators Participating in the Capacity Bidding Program" is contingent upon compliance with the prohibition, including the submission of customer attestations for non-residential customers. Aggregators shall ensure that Prohibited Resources are not used to reduce load during a demand response event, unless the non-residential 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. Proportional cost burdens for the Verification Administrator and the implementation of the verification plan may be shared by the customers on this Schedule.

Aggregators with non-residential customers are responsible for:

- (a) Obtaining and storing signed attestations and providing PG&E valid attestation documentation in a mutually agreed upon format from all existing customers. Aggregators are required to complete the Add or Delete Attestation form (79-1075) upon enrollment of a new customer;
- (b) Communicating changes to customer attestations on a monthly basis to PG&E;
- (c) Providing PG&E with supporting documentation for changes to attestations and/or changes in a customer's DAV by providing documentation in the form of a work order, invoice, or inspection report. PG&E will confirm and verify that the information submitted is accurate and consistent with the customer's change in DAV.
- (d) Storing supporting documentation, including nameplate capacity for each prohibited resource, and making such documentation available upon request by the verification administrator or the Commission.

## AGREEMENT FOR AGGREGATORS PARTICIPATING IN THE CAPACITY BIDDING PROGRAM

- (e) 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;
- (f) Recording, updating, and de-rating their portfolio by a summary DAV on a monthly basis; and
- (g) 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.
- (h) Ensuring customers participating with an Aggregator are subject to verification as a condition of participation. Verification may require data requests and premise access. Customers are responsible for responding to such requests.
- (i) 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. Customers who do not agree to the prohibition rules cannot participate in any affected DR program. 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.

Types of Violations and Non-Compliance:

	<b>Type I Violation</b>	<b>Type II Violation</b>
<b>Description</b>	Minor clerical or administrative errors that may be resolved with an updated attestation and <i>do not involve the use of a prohibited resource to reduce load during a DR event.</i>	1. Using prohibited resource(s) to reduce load during a DR event despite attesting to not doing so, and / or 2. Submitting an invalid nameplate capacity for a prohibited resource(s) under Attestation Scenario 3.
<b>Scenario(s)</b>	1. Existing customer attests to not having a prohibited resource on site, but in fact has a resource on site. However, customer did not use the resource to reduce load during a DR event. 2. Customer reports a higher-than-actual nameplate capacity.	1. Customer attests to not using a prohibited resource on site. However, customer used the resource to reduce load during a DR event. 2. Customer reports a lower-than-actual nameplate capacity.
<b>Resulting Actions</b>	Existing customer has 60 days from date of notice to cure non-compliance. If an attestation is not submitted within 60 days (uncured non-compliance), the customer will be removed from the Utility's tariff schedule and / or the aggregator's portfolio until an attestation is provided.	A single instance of non-compliance will result in customer removal from the schedule and ineligibility to enroll in any DR program for 12 calendar months from the removal date. Two or more instances will result in the same removal and ineligibility terms for

# AGREEMENT FOR AGGREGATORS PARTICIPATING IN THE CAPACITY BIDDING PROGRAM

	three years.
<b>Refusal to Accept Prohibition as Term of Participating in Utility or Third-Party Aggregator DR Program</b>	
<b>Description</b>	Customer does not agree with prohibition requirements as term of program participation
<b>Result</b>	Customer is not in eligible to participate in the affected DR program until such time customer agrees with prohibition and submits an attestation.

Aggregators with residential customers shall include language on the prohibition in the contract or agreement with the participant. This language should be in a separate provision near the beginning of the contract or agreement. Such language should explain that the use of a prohibited resource to reduce load during a dispatch of any CBP PDR resource is forbidden. This language should also explain that compliance may be subject to verification and list all potential consequences for non-compliance. Lastly, Aggregators with residential customers must provide an excerpt of the required language in the contract or agreement to PG&E by December 31 of each year.

## 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, if a customer has provided consent as set forth in Schedule E-CBP, Usage or meter data for the Service Agreement will become available on a going forward basis unless and until the customer revokes such consent.

## 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.

# AGREEMENT FOR AGGREGATORS PARTICIPATING IN THE CAPACITY BIDDING PROGRAM

## 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;



# **AGREEMENT FOR AGGREGATORS PARTICIPATING IN THE CAPACITY BIDDING PROGRAM**

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

# AGREEMENT FOR AGGREGATORS PARTICIPATING IN THE CAPACITY BIDDING PROGRAM

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.

## **AGREEMENT FOR AGGREGATORS PARTICIPATING IN THE CAPACITY BIDDING PROGRAM**

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.

# AGREEMENT FOR AGGREGATORS PARTICIPATING IN THE CAPACITY BIDDING PROGRAM

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.

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 Company Name)

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

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

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

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

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

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

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

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

**AGREEMENT FOR AGGREGATORS  
PARTICIPATING IN THE  
CAPACITY BIDDING PROGRAM**

**ATTACHMENT A**  
**SCHEDULE E-CBP**

**AGREEMENT FOR AGGREGATORS  
PARTICIPATING IN THE  
CAPACITY BIDDING PROGRAM**

**ATTACHMENT B**

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



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

Sheet 2

**OPTIONS  
PRODUCTS  
AND BIDDING:**

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 1 p.m. to 9 p.m. on program days for the Prescribed, Elect and Elect +, (T)  
Options. For the Elect + Option, Aggregators will have the option to bid up to 24 hours. (T)

Economic events are capped at 30 per month for the Prescribed Option and as chosen by the Aggregators for the Elect and Elect + Options; additional events may be called for reliability purposes up to the Maximum Event Hours Per Operating Month.

All operating months begin and end at the beginning and ending of its corresponding calendar month.

Aggregators are required at time of nomination to select a program option for each SA. Aggregators will have the option to change program options monthly at time of nomination for each SA.

The following program and products are available:

Prescribed Option: Open to both residential and non-residential participants. Aggregator nominates a monthly capacity amount, and PG&E sets CAISO market bid price and dispatch strategy within specified operating hours.

Elect Option – Open to both residential and non-residential participants. Aggregator nominates monthly capacity amount and selects its own CAISO market bid price within specified operating hours.

Elect + Option – Open to both residential and non-residential participants. Aggregator must participate in Elect + Option and can also participate in the CAISO market for additional hours outside of the minimum specified operating hours.

The product requirements and selections shown in the tables below are applied at the time of Capacity Nomination.

Prescribed Option	Minimum Duration per Event	Maximum Duration per Event	Maximum Event Hours Per Operating Month	Maximum Events Per Day	Maximum Number of Consecutive Event Days	Maximum Number of Events per Month
1-4 Hour	1 hour	4 hours	30	1	3	5
2-6 Hour	2 hours	6 hours	30	1	3	5

(Continued)



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

Sheet 4

**OPTIONS  
PRODUCTS AND  
BIDDING:  
(Cont'd.)**

- Aggregators must submit their bids 7 days before trade day
- Bids must meet Net Benefit Test (NBT)  $\leq$  Bid Price  $\leq$  Market Cap Price
- CAISO is required to implement a NBT that establishes a price threshold above which DR resource bids are deemed cost effective.

**AGGREGATOR'S  
PORTFOLIO:**

To add or delete a customer's SAs to or from an Aggregator's portfolio, the Aggregator can submit a Notice to Add or Delete Customers Participating in the Capacity Bidding Program (Form 79-1075), or utilize a PG&E approved electronic enrollment pilot process. PG&E will review and approve each SA before the SA can be included or deleted in an Aggregator's portfolio. Additions to the portfolio will be effective upon PG&E's approval date. Requests for deletions from the portfolio will be effective at the end of the month in which the request was received if PG&E receives this notice at least 15 calendar days prior to the end of the month. Deletion requests received after the 15<sup>th</sup> calendar day of the month will be effective starting the following month. An SA can be included in only one DR program portfolio at a time.

(T)

(T)

PG&E will assign each CBP customer SA 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 will occur at the end of a calendar month.

To initiate the process to be removed from participation under this Schedule, customers can submit an Election To Withdraw (Form 79-1149). Customers electing this option may not join another PG&E Aggregator program, which includes this Schedule and the Base Interruptible Program Schedule (E-BIP) for the remainder of the DR Season (i.e. the calendar months of May through October).

The Election To Withdraw from the program under this schedule shall be effective and binding at the end of the month in which PG&E receives this form as long as: 1) the form identifies the SA's to which the Customer withdrawal applies, 2) PG&E receives the form at least fifteen (15) calendar days prior to the end of the month. If PG&E receives the form after the fifteenth (15<sup>th</sup>) calendar day of the month, then customer's withdrawal from this program will be effective the following month. PG&E shall notify the customer's current Aggregator of the customer's election once the form has been received and validated. The notice shall include the effective date of withdrawal.

**CUSTOMER  
SPECIFIC  
ENERGY  
BASELINE:**

To participate under this schedule, 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 system.

Each Capacity Nomination will have its own CSEB based on the aggregated CSEBs of each customer within the nomination. The CSEB on any given day during the program is the sum total of each individual SA's baseline in the nomination. Each individual SA baseline is the average load for each corresponding hour over the immediate past ten (10) similar weekdays prior to an event with the option of a day-of adjustment. The load during each corresponding hour of the ten days will be averaged to calculate a 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).

(Continued)





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

Sheet 5

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

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 completed within the first five business days of the month prior to the operating month. Aggregators can include only those SAs that are enrolled in their portfolio. Aggregators are required to specify which of its SAs will participate in which of the program options (i.e. Prescribed, Elect, or Elect +), and event duration products (e.g. 1-4 hour or 2-6 hour and for Elect + 24 hour option), and must provide their Capacity Nomination amount at the Sub-LAP level. These Sub-LAP-level nominations will be used to determine the CSEB and performance during the operating month. The Capacity Nomination cannot be greater than the sum of max demand of the nominated SAs. All Capacity Nominations are fixed for their associated operating months.

(T)  
(T)

Resource aggregations of 10 MW and above require telemetry. Aggregators with resource aggregations over 10 MW and above are responsible for coordinating with the CAISO and pay any applicable cost and fees to meet the telemetry requirements.

Alternatively, a larger than 10 MW resource aggregation may be nominated as several sub-10 MW resources to avoid telemetry requirements but still retain performance as one resource.

An Aggregator must have aggregations of customers that meet the Proxy Demand Resource (PDR) requirements in the CAISO market, which includes having 100 kW or more of load curtailment for each unique combination of:

Product

Sub-LAP

Aggregators can combine non-residential and residential customers' SAs in their Capacity Nominations.

(D)

**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 (Pass-through payment from CAISO Proxy Demand Resource award)

(Continued)



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

Sheet 10

NOTIFICATION EQUIPMENT:	<p>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) or cellular telephone that is capable of receiving a text message sent via the Internet. An Aggregator cannot participate in the CBP until all of these requirements have been satisfied.</p> <p>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.</p> <p>PG&amp;E will make best efforts to notify Aggregators; however receipt of such notice is the responsibility of the Aggregator. PG&amp;E does not guarantee the reliability of the e-mail system, or website by which the Aggregator receives notification.</p>	
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:	<p>Aggregators must submit a signed Agreement For Aggregators Participating In The Capacity Bidding Program (Form 79-1076). Aggregators can submit a Notice to Add or Delete Customers Participating in the Capacity Bidding Program (Form 79-1075) signed by the aggregated customer, or utilize a PG&amp;E approved electronic enrollment pilot process, to add or delete a customer from its portfolio.</p>	<p>(T)</p> <p>(T)</p> <p>(T)</p>
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 outreach to the customer and 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:	<p>If an Aggregator disputes a bill issued by PG&amp;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&amp;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.</p> <p>If a customer has a billing dispute with its Aggregator, the customer will remain obligated to pay PG&amp;E charges for its OAS in a timely manner. Neither the Aggregator nor the customer shall withhold payment of PG&amp;E charges pending resolution of a dispute between the customer and Aggregator.</p>	
PROGRAM TESTING	PG&E will have the option to call up to one (1) CBP Test Event per month for resources that do not receive a market award in the given month. The CBP Test Event will be called to demonstrate capacity with respect to the CBP Nomination. A Test Event will not exceed 2 hours in duration and will be based on the current approved price trigger. Furthermore, a test Event would occur from the 20th day to the last day of the Test Event month. Aggregators will receive Capacity Payments and Penalties for CBP Test Events, and each event will count towards the monthly product dispatch limits. Aggregators will not receive energy payments for load reductions during CBP Test Events since energy payments are only passed through to Aggregators from CAISO market awards.	

(Continued)



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

Sheet 12

ACCESS TO CUSTOMER SPECIFIC USAGE DATA:	PG&E will provide a customer's electric usage and electric meter data of its SA to its Aggregator as long as there is consent from the customer via an Authorization to Receive Customer Information or Act on a Customer's Behalf (Form 79-1095), a Notice To Add Or Delete Customers Participating In The Capacity Bidding Program (Form 79-1075), or a PG&E approved electronic pilot process wherein the customer can authorize release of its data to the Aggregator. This will allow Aggregators to determine the payment, and penalties applicable to Customer under this Schedule.	(T) I (T) (T) (T)
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:	Capacity Payments due under this program will be sent 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.  In alignment with CAISO settlement timeframes, Energy Payments due under this program will be sent to the Aggregator 55 business days after the end of the operating month.	
CONFIDENTIALITY	Aggregator bidding strategies and prices shall be considered confidential information. PG&E shall protect this confidential information from public disclosure, and shall not disclose such confidential information to unauthorized third parties, except for PG&E's employees, agents, counsel, accountants, advisors, individual customers who authorize the release of their customer information pursuant to an approved process (such as Electric Rule 24), utility contractors, or Commission staff/contractors who have a need to know such information and have agreed to keep such information confidential and except as provided otherwise in this section.  PG&E will provide the Commission with confidential Aggregator information under Commission procedures for identifying and claiming confidential treatment. Release of confidential Aggregator information to utility and Commission contractors will be subject to such parties' agreement to protect the information from unauthorized use or public disclosure on terms consistent with PG&E and the Commission's rules and state law.	(T)



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

Sheet 13

**USE OF  
PROHIBITED  
RESOURCES**

**Effective Date:** Effective January 1, 2019, 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, 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; as well as energy storage resources not coupled with fossil-fueled generation.

**Attestation:** Non-residential customers enrolled in CBP are required to submit attestations by completing the Add or Delete Attestation form (79-1075). The attestations are subject to verification, as a condition of participation. Verification may require data requests and premise access. Customers are responsible for responding to such requests. Customers who do not agree to the prohibition and submit an attestation cannot participate in any affected Demand Response program. (T)

Attestations may be updated at any time. Updates to the attestation are contingent upon customers providing documentation that confirms the operational change. Customers are required to submit an updated attestation for fuel switching, specifically from fossil-based fuels to renewable fuels, provided such fuels has received renewable certification from the California Air Resources Board. A switch must be substantiated by documentation that confirms this operational change.

Non-residential customers must attest to one of the following conditions in order to participate in E-CBP: (T)

- 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.

(Continued)



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

Sheet 14

**USE OF  
PROHIBITED  
RESOURCES**

For those non-residential 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.

(T)

While non-residential customers are allowed to adjust their DAV at any time, a change in the DAV would require an updated attestation if the customers operational status changes the prohibited resource associated with the customer's service agreement. PG&E or the verification administrator may verify the change(s) to a customer's DAV due to operational changes. Such changes which resulted in a DAV are not subject to a verification administrator's approval, but may be subject to PG&E's approval. Changes in a DAV adjustment can result in PG&E confirming this change through documentation in the form of a work order, invoice, or inspection report.

(T)

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

**Residential:** Aggregators shall include a provision in residential customer contracts or agreements that result in enrollment of the residential customer in the Aggregator's CBP portfolio, which forbids the use of Prohibited Resources to reduce load during a dispatch by any CBP PDR resource. Any residential customer that does not accept the prohibition will not be eligible to participate in the Aggregator's CBP portfolio.

(N)

|  
|  
|  
|

(N)

**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 non-residential customer to complete the attestation which is part of the Add or Delete form (79-1075) described within this section.

(T)

(Continued)



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

Sheet 15

**USE OF  
PROHIBITED  
RESOURCES**

Aggregators with non-residential customers are responsible for:

(T)

- (a) Obtaining and storing signed attestations and providing PG&E valid attestation documentation in a mutually agreed upon format from all existing customers, and upon enrollment for new customers Aggregators are required to complete the Add or Delete Attestation form (79-1075);
- (b) Communicating changes to customer attestations on a monthly basis to PG&E;
- (c) Providing PG&E with supporting documentation for changes to attestations and/or changes in a customer's DAV by providing documentation in the form of a work order, invoice, or inspection report. PG&E will confirm and verify that the information submitted is accurate and consistent with the customer's change in DAV.
- (d) Removing customers from their portfolio within 30 days if the customer has violated the Prohibited Resources requirements;
- (e) 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;
- (f) Recording, updating, and de-rating their portfolio by a summary DAV on a monthly basis; and
- (g) 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 required to submit attestations as a condition of participation, and that attestations are subject to verification. Verification may require data requests and premise access. Customers are responsible for responding to such requests. Attestations may be updated at any time. Updates to the attestation are contingent upon customers providing documentation that confirms the operational change. Aggregators are responsible for submitting a signed Add or Delete form (79-1075) for those customers that are no longer in compliance with the use of Prohibited Resources in order for the customer to be removed from the Aggregators portfolio. Attestation updates resulting from the removal or addition of a prohibited resource from a customer's site is subject to PG&E's verification and approval, as such changes may also contribute to an update to the customer's DAV.

Aggregators who add new residential customers for CBP are required to include language on the prohibition in the contract or agreement with each residential customer. This language should explain that residential customer compliance may be subject to verification and list potential consequences for non-compliance. Furthermore, this language as required by the CPUC should be in a

(N)  
|  
|  
|  
(N)

(Continued)





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

Sheet 16

**USE OF  
PROHIBITED  
RESOURCES**

new and separate provision near the beginning of the contract or agreement presented to each residential customer. For existing residential customers enrolled with an Aggregator for CBP, the Aggregator shall provide outreach notifying customers of the required language for prohibited resources associated with the existing contract or agreement. Such language for both existing and new customers is required to be provided to PG&E by December 31 of each year.

(N)  
I  
I  
I  
(N)

**Verification:** Customer compliance and participation may be subject to verification performed by a Verification Administrator (which may be either PG&E or a third party).

(T)/(L)  
(L)

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.

Resources with non-by passable prohibited resources are not capable of being used for DR events. Verification for such resources may require comparison of operational data against power outage data.

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 non-residential violations and provisions for re-enrollment include:

(T)

	Type I Violation	Type II Violation
<b>Description</b>	Minor clerical or administrative errors that may be resolved with an updated attestation and <i>do not involve the use of a prohibited resource to reduce load during a DR event.</i>	1. Using prohibited resource(s) to reduce load during a DR event despite attesting to not doing so, and / or 2. Submitting an invalid nameplate capacity for a prohibited resource(s) under Attestation Scenario 3.
<b>Scenario(s)</b>	1. Existing customer attests to not having a prohibited resource on site, but in fact has a resource on site. However, customer did not use the resource to reduce load during a DR event. 2. Customer reports a higher-than-actual nameplate capacity.	1. Customer attests to not using a prohibited resource on site. However, customer used the resource to reduce load during a DR event. 2. Customer reports a lower-than-actual nameplate capacity.
<b>Resulting Actions</b>	Existing customer has 60 days from date of notice to cure non-compliance. If an attestation is not submitted within 60 days (uncured non-compliance), the customer will be removed from the Utility's tariff schedule and / or the aggregator's portfolio until an attestation is provided.	A single instance of non-compliance will result in customer removal from the schedule and ineligibility to enroll in any DR program for 12 calendar months from the removal date. Two or more instances will result in the same removal and ineligibility terms for three years.

(Continued)



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

Sheet 17

USE OF  
PROHIBITED  
RESOURCES

Refusal to Accept Prohibition as Term of Participating in Utility or Third-Party Aggregator DR Program		(L)
<b>Description</b>	Customer does not agree with prohibition requirements as term of program participation Customer is not in eligible to participate in the affected DR program until such time customer agrees with prohibition and submits an attestation.	I
<b>Result</b>		I
		I
		I
		(L)

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.





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Advice 5752-E-A  
Decision

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

Submitted  
Effective  
Resolution

March 4, 2020



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		(T)

(Continued)

Advice 5752-E-A  
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Vice President, Regulatory Affairs

Submitted  
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## **Attachment 2**

### **Redline Tariffs**

# 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 \_\_\_\_\_. 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 ~~can~~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 FOR AGGREGATORS PARTICIPATING IN THE CAPACITY BIDDING PROGRAM

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.

Alternatively, Aggregators may complete a PG&E approved electronic enrollment pilot process to add or remove a customer from its portfolio.

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. The "Agreement for Aggregators Participating in the Capacity Bidding Program" is contingent upon compliance with the prohibition, including ~~and~~ the submission of aggregator customers' attestations for non-residential customers. Aggregators shall ensure that Prohibited Resources are not used to reduce load during a demand response event, unless the non-residential 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. Proportional cost burdens for the Verification Administrator and the implementation of the verification plan may be shared by the customers on this Schedule.

Aggregators with non-residential customers are responsible for:

- (a) Obtaining and storing signed attestations and providing PG&E valid attestation documentation in a mutually agreed upon format from all existing customers. Aggregators are required to complete the Add or Delete Attestation form (79-1075) upon enrollment of a new customer;
- (b) Communicating changes to customer attestations on a monthly basis to PG&E;
- (c) Providing PG&E with supporting documentation for changes to attestations and/or changes in a customer's DAV by providing documentation in the form of a work order, invoice, or inspection report. PG&E will confirm and verify that the information submitted is accurate and consistent with the customer's change in DAV.
- (d) Storing supporting documentation, including nameplate capacity for each prohibited resource, and making such documentation available upon request by the verification administrator or the Commission.

# AGREEMENT FOR AGGREGATORS PARTICIPATING IN THE CAPACITY BIDDING PROGRAM

- (e) 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;
- (f) Recording, updating, and de-rating their portfolio by a summary DAV on a monthly basis; and
- (g) 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.
- (h) Ensuring customers participating with an Aggregator are subject to verification as a condition of participation. Verification may require data requests and premise access. Customers are responsible for responding to such requests.
- (i) 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. Customers who do not agree to the prohibition rules cannot participate in any affected DR program. 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.

• Types of Violations and Non-Compliance:

	Type I Violation	Type II Violation
<b>Description</b>	Minor clerical or administrative errors that may be resolved with an updated attestation and <i>do not involve the use of a prohibited resource to reduce load during a DR event.</i>	1. Using prohibited resource(s) to reduce load during a DR event despite attesting to not doing so, and / or 2. Submitting an invalid nameplate capacity for a prohibited resource(s) under Attestation Scenario 3.
<b>Scenario(s)</b>	1. Existing customer attests to not having a prohibited resource on site, but in fact has a resource on site. However, customer did not use the resource to reduce load during a DR event. 2. Customer reports a higher-than-actual nameplate capacity.	1. Customer attests to not using a prohibited resource on site. However, customer used the resource to reduce load during a DR event. 2. Customer reports a lower-than-actual nameplate capacity.
<b>Resulting Actions</b>	Existing customer has 60 days from date of notice to cure non-compliance. If an attestation is not submitted within 60 days (uncured non-compliance), the customer will be removed from	A single instance of non-compliance will result in customer removal from the schedule and ineligibility to enroll in any DR program for 12 calendar months from the

# AGREEMENT FOR AGGREGATORS PARTICIPATING IN THE CAPACITY BIDDING PROGRAM

	the Utility's tariff schedule and / or the aggregator's portfolio until an attestation is provided.	removal date. Two or more instances will result in the same removal and ineligibility terms for three years.
<b>Refusal to Accept Prohibition as Term of Participating in Utility or Third-Party Aggregator DR Program</b>		
<b>Description</b>	Customer does not agree with prohibition requirements as term of program participation	
<b>Result</b>	Customer is not in eligible to participate in the affected DR program until such time customer agrees with prohibition and submits an attestation.	

Aggregators with residential customers shall include language on the prohibition in the contract or agreement with the participant. This language should be in a separate provision near the beginning of the contract or agreement. Such language should explain that the use of a prohibited resource to reduce load during a dispatch of any CBP PDR resource is forbidden. This language should also explain that compliance may be subject to verification and list all potential consequences for non-compliance. Lastly, Aggregators with residential customers must provide an excerpt of the required language in the contract or agreement to PG&E by December 31 of each year.

## 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, if a customer has provided consent as set forth in Schedule E-CBP, Usage or meter data for the Service Agreement will become available on a going forward basis unless and until the customer revokes such consent 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.



# AGREEMENT FOR AGGREGATORS PARTICIPATING IN THE CAPACITY BIDDING PROGRAM

## 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;

# **AGREEMENT FOR AGGREGATORS PARTICIPATING IN THE CAPACITY BIDDING PROGRAM**

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

# AGREEMENT FOR AGGREGATORS PARTICIPATING IN THE CAPACITY BIDDING PROGRAM

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.

## **AGREEMENT FOR AGGREGATORS PARTICIPATING IN THE CAPACITY BIDDING PROGRAM**

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.

# AGREEMENT FOR AGGREGATORS PARTICIPATING IN THE CAPACITY BIDDING PROGRAM

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.

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 Company Name)

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

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

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

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

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

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

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

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

**AGREEMENT FOR AGGREGATORS  
PARTICIPATING IN THE  
CAPACITY BIDDING PROGRAM**

**ATTACHMENT A**  
**SCHEDULE E-CBP**

**AGREEMENT FOR AGGREGATORS  
PARTICIPATING IN THE  
CAPACITY BIDDING PROGRAM**

**ATTACHMENT B**

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

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

Sheet 2

**OPTIONS  
PRODUCTS  
AND BIDDING:**

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 14 p.m. to 7 p.m. on program days for the Prescribed Option. For the Elect and Elect +, Options, the program hour options are 11 a.m. to 7 p.m. or 1 p.m. to 9 p.m., which is an option selected at the time of nominations for each SA. For the Elect + Option, Aggregators will have the option to bid up to 24 hours. (N)

Economic events are capped at 30 per month for the Prescribed Option and as chosen by the Aggregators for the Elect and Elect + Options; additional events may be called for reliability purposes up to the Maximum Event Hours Per Operating Month. (T)

All operating months begin and end at the beginning and ending of its corresponding calendar month. (N)

Aggregators are required at time of nomination to select a program option for each SA. Aggregators will have the option to change program options monthly at time of nomination for each SA.

The following program and products are available:

Prescribed Option: Open to both residential and non-residential participants. Aggregator nominates a monthly capacity amount, and PG&E sets CAISO market bid price and dispatch strategy within specified operating hours.

Elect Option – Open to both residential and non-residential participants. Aggregator nominates monthly capacity amount and selects its own CAISO market bid price within specified operating hours.

Elect + Option – Open to both residential and non-residential participants. Aggregator must participate in Elect + Option and can also participate in the CAISO market for additional hours outside of the minimum specified operating hours.

The product requirements and selections shown in the tables below are applied at the time of Capacity Nomination.

Prescribed Option	Minimum Duration per Event	Maximum Duration per Event	Maximum Event Hours Per Operating Month	Maximum Events Per Day	Maximum Number of Consecutive Event Days	Maximum Number of Events per Month
1-4 Hour	1 hour	4 hours	30	1	3	5
2-6 Hour	2 hours	6 hours	30	1	3	5

(Continued)



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

Sheet 4

OPTIONS	• Aggregators must submit their bids 7 days before trade day	(N)
PRODUCTS AND	• Bids must meet Net Benefit Test (NBT) <= Bid Price <= Market Cap Price	I
BIDDING:	• CAISO is required to implement a NBT that establishes a price threshold above which	I
(Cont'd.)	DR resource bids are deemed cost effective.	(N)
AGGREGATOR'S	To add or delete a customer's SAs to or from an Aggregator's portfolio, the Aggregator	(T)/(L)
PORTFOLIO:	<u>must</u> submit a Notice to Add or Delete Customers Participating in the Capacity Bidding	(L)
	Program <u>via</u> (Form 79-1075), <u>or utilize a PG&amp;E approved electronic enrollment pilot</u>	(T)/(L)
	<u>process</u> . PG&E will review and approve each SA before the SA can be included or deleted	(L)
	in an Aggregator's portfolio. Additions to the portfolio will be effective upon PG&E's	(T)/(L)
	approval date. Requests for deletions from the portfolio will be effective at the end of the	I
	month in which the request was received if PG&E receives this notice at least 15 calendar	I
	days prior to the end of the month. Deletion requests received after the 15 <sup>th</sup> calendar day	I
	of the month will be effective starting the following month. An SA can be included in only	I
	one DR program portfolio at a time.	I
	PG&E will assign each CBP customer SA to a CAISO Sub-Load Aggregation Point (Sub-	(T)/(L)
	LAP). A CAISO Sub-LAP may change over time. PG&E will provide notice of the Sub-LAP	(P)/(L)
	change to the current Aggregator. The effective date of the change will occur at the end	I
	of a calendar month.	(P)/(L)
	To initiate the process to be removed from participation under this Schedule, customers	(T)/(L)
	can submit an Election To Withdraw (Form 79-1149). Customers electing this option may	I
	not join another PG&E Aggregator program, which includes this Schedule and the Base	I
	Interruptible Program Schedule (E-BIP) for the remainder of the DR Season (i.e. the	I
	calendar months of May through October).	I
	The Election To Withdraw from the program under this schedule shall be effective and	I
	binding at the end of the month in which PG&E receives this form as long as: 1) the form	I
	identifies the SA's to which the Customer withdrawal applies, 2) PG&E receives the form at	I
	least fifteen (15) calendar days prior to the end of the month. If PG&E receives the form	I
	after the fifteenth (15 <sup>th</sup> ) calendar day of the month, then customer's withdrawal from this	I
	program will be effective the following month. PG&E shall notify the customer's current	I
	Aggregator of the customer's election once the form has been received and validated. The	(T)/(L)
	notice shall include the effective date of withdrawal.	I
CUSTOMER	To participate under this schedule, a customer must have a valid customer specific energy	(T)/(L)
SPECIFIC	baseline (CSEB) at least 5 calendar days prior to the first day of the operating month.	(L)
ENERGY	CSEB will be valid for purposes of participation if there are at least ten (10) similar days of	I
BASELINE:	interval data available in PG&E's system.	(L)
	Each Capacity Nomination will have its own CSEB based on the aggregated CSEBs of	(T)/(L)
	each customer within the nomination. The CSEB on any given day during the program is	I
	the sum total of each individual SA's baseline in the nomination. Each individual SA	I
	baseline is the average load for each corresponding hour over the immediate past ten (10)	I
	similar weekdays prior to an event with the option of a day-of adjustment. The load during	I
	each corresponding hour of the ten days will be averaged to calculate a baseline for each	I
	hour. The past ten (10) similar days will include Monday through Friday, excluding NERC	(T)/(L)
	holidays and event days prior to the event (including events of this program, or any other	(L)
	interruptible or curtailment programs enrolled by the customer, or days when a rotating	I
	outage was called).	(L)

(Continued)

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

Sheet 5

CUSTOMER SPECIFIC ENERGY BASELINE: (Cont'd.)	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.	(L)
	The hourly load profile on any given day during the program is determined by summing the hour by hour interval data for each of the SAs in the aggregated group.	(L)
CAPACITY NOMINATIONS:	Capacity Nominations must be completed within the first five business days of the month prior to the operating month. Aggregators can include only those SAs that are enrolled in their portfolio. Aggregators are required to specify which of its SAs will participate in which of the program options (i.e. Prescribed, Elect, or Elect +), <del>program hours (e.g. 11 a.m. — 7 p.m. or 1 p.m. — 9 p.m.), and</del> event duration products (e.g. 1-4 hour or 2-6 hour and for Elect + 24 hour option), <u>and must</u> provide their Capacity Nomination amount at the Sub-LAP level. These Sub-LAP-level nominations will be used to determine the CSEB and performance during the operating month. The Capacity Nomination cannot be greater than the sum of max demand of the nominated SAs. All Capacity Nominations are fixed for their associated operating months.	(T)/(L)
	Resource aggregations of 10 MW and above require telemetry. Aggregators with resource aggregations over 10 MW and above are responsible for coordinating with the CAISO and pay any applicable cost and fees to meet the telemetry requirements.	
	Alternatively, a larger than 10 MW resource aggregation may be nominated as several sub-10 MW resources to avoid telemetry requirements but still retain performance as one resource.	(T)/(L)
	An Aggregator must have aggregations of customers that meet the Proxy Demand Resource (PDR) requirements in the CAISO market, which includes having 100 kW or more of load curtailment for each unique combination of:	(L)
	Product	(T)/(L)
	Sub-LAP	(T)/(L)
	<del>LSE</del>	(T)/(L)
	Aggregators can combine non-residential and residential customers' SAs in their Capacity Nominations.	(T)/(L)
	RATES:	(L)
	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 (Pass-through payment from CAISO Proxy Demand Resource award)	(L)

(Continued)

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

Sheet 10

NOTIFICATION EQUIPMENT:	Aggregators, at their expense, must have: (1) access to the Internet and an e-mail address to receive notification of a CBP Event; and (2) or cellular telephone that is capable of receiving a text message sent via the Internet. An Aggregator cannot participate in the CBP until all of these requirements have been satisfied.	(D)
	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 e-mail system, or website by which the Aggregator receives notification.	(D)
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 <del>must</del> can submit a Notice to Add or Delete Customers Participating in the Capacity Bidding Program (Form 79-1075) signed by the aggregated customer, <u>or utilize a PG&amp;E approved electronic enrollment pilot process</u> , 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 outreach to the customer and 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.	(T)
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 TESTING	PG&E will have the option to call up to one (1) CBP Test Event per month for resources that do not receive a market award in the given month. The CBP Test Event will be called to demonstrate capacity with respect to the CBP Nomination. A Test Event will not exceed 2 hours in duration and will be based on the current approved price trigger. Furthermore, a test Event would occur from the 20th day to the last day of the Test Event month. Aggregators will receive Capacity Payments and Penalties for CBP Test Events, and each event will count towards the monthly product dispatch limits. Aggregators will not receive energy payments for load reductions during CBP Test Events since energy payments are only passed through to Aggregators from CAISO market awards.	(N)         (N)

(Continued)

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

Sheet 11

**PROGRAM  
TRIGGER AND  
NOTIFICATION:**

For the CBP Prescribed Option, PG&E may trigger a CBP Event for one or more Sub-LAPs when: 1) the CAISO day-ahead market price exceeds \$95/MWh; 2) PG&E receives a market award or dispatch instruction from the CAISO for a Proxy Demand Resource (PDR) that's part of CBP, 3) when PG&E, in its sole opinion, forecasts that generation resources or electric system capacity may not be adequate, or 4) forecasted temperature for a Sub-LAP exceeds the temperature threshold for the Sub-LAP. 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.

(T)

For the CBP Elect Option and CBP Elect Plus Option, PG&E may trigger a CBP Event for one or more Sub-LAP when PG&E receives a market award from the CAISO for a PDR that's part of CBP as a result of the offer price specified by the aggregator for a nominated portfolio.

PG&E will notify the affected Aggregators by 4:00 p.m. (or as soon as reasonably possible) on a day-ahead basis of a CBP Event for the following calendar day.

**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)

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

Sheet 12

ACCESS TO CUSTOMER SPECIFIC USAGE DATA:	PG&E will provide a customer's electric usage and electric meter data of its SA to its Aggregator as long as there is <u>consent from the customer via either</u> an Authorization to Receive Customer Information or Act on a Customer's Behalf (Form 79-1095), <u>and/or</u> Notice To Add Or Delete Customers Participating In The Capacity Bidding Program (Form 79-1075), <u>or a PG&amp;E approved electronic pilot process wherein the customer can authorize release of its data to the Aggregator.</u> This will allow Aggregators to determine the payment, and penalties applicable to Customer under this Schedule.	(T)         (T)
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.	(D) (T)
PAYMENTS, AND AFFECT ON CUSTOMER'S BILL FOR THE OAS:	Capacity Payments due under this program will be sent 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.  In alignment with CAISO settlement timeframes, Energy Payments due under this program will be sent to the Aggregator 55 business days after the end of the operating month.	(N)   (N)
CONFIDENTIALITY	Aggregator bidding strategies and prices shall be considered confidential information. PG&E shall protect this confidential information from public disclosure, and shall not disclose such confidential information to unauthorized third parties, except for PG&E's employees, agents, counsel, accountants, advisors, individual customers who authorize the release of their customer information pursuant to an approved process (such as Electric Rule 24), utility contractors, or Commission <u>staff</u> /contractors who have a need to know such information and have agreed to keep such information confidential and except as provided otherwise in this section.  PG&E will provide the Commission with confidential Aggregator information under Commission procedures for identifying and claiming confidential treatment. Release of confidential Aggregator information to utility and Commission contractors will be subject to such parties' agreement to protect the information from unauthorized use or public disclosure on terms consistent with PG&E and the Commission's rules and state law.	(N)                   (N)

## Sheet 13

- 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.

(N)  $\vdash$  (N)

<i>Date Filed</i>	<u>July 23, 2018</u>
<i>Effective</i>	<u>July 23, 2018</u>
<i>Resolution</i>	

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

Sheet 14

**USE OF  
PROHIBITED  
RESOURCES**

For those non-residential 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.

While non-residential customers are allowed to adjust their DAV at any time, a change in the DAV would require an updated attestation if the customer's operational status changes the prohibited resource associated with the customer's service agreement. PG&E or the verification administrator may verify the change(s) to a customer's DAV due to operational changes. Such changes which resulted in a DAV are not subject to a verification administrator's approval, but may be subject to PG&E's approval. Changes in a DAV adjustment can result in PG&E confirming this change through documentation in the form of a work order, invoice, or inspection report.

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

**Residential:** Aggregators shall include a provision in residential customer contracts or agreements that result in enrollment of the residential customer in the Aggregator's CBP portfolio, which forbids the use of Prohibited Resources to reduce load during a dispatch by any CBP PDR resource. Any residential customer that does not accept the prohibition will not be eligible to participate in the Aggregator's CBP portfolio.

**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 non-residential customer to complete the attestation which is part of the Add or Delete form (79-1075) described within this section.

(Continued)

Advice	4991-E-C	Issued by	Date Filed	July 23, 2018
Decision	16-09-056	<b>Robert S. Kenney</b>	Effective	July 23, 2018
		Vice President, Regulatory Affairs	Resolution	



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

Sheet 15

**USE OF  
PROHIBITED  
RESOURCES**Aggregators with non-residential customers are responsible for:

- (a) Obtaining and storing signed attestations and providing PG&E valid attestation documentation in a mutually agreed upon format from all existing customers, and upon enrollment for new customers Aggregators are required to complete the Add or Delete Attestation form (79-1075);
- (b) Communicating changes to customer attestations on a monthly basis to PG&E;
- (c) Providing PG&E with supporting documentation for changes to attestations and/or changes in a customer's DAV by providing documentation in the form of a work order, invoice, or inspection report. PG&E will confirm and verify that the information submitted is accurate and consistent with the customer's change in DAV.
- (d) Removing customers from their portfolio within 30 days if the customer has violated the Prohibited Resources requirements;
- (e) 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;
- (f) Recording, updating, and de-rating their portfolio by a summary DAV on a monthly basis; and
- (g) 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 required to submit attestations as a condition of participation, and that attestations are subject to verification. Verification may require data requests and premise access. Customers are responsible for responding to such requests. Attestations may be updated at any time. Updates to the attestation are contingent upon customers providing documentation that confirms the operational change. Aggregators are responsible for submitting a signed Add or Delete form (79-1075) for those customers that are no longer in compliance with the use of Prohibited Resources in order for the customer to be removed from the Aggregators portfolio. Attestation updates resulting from the removal or addition of a prohibited resource from a customer's site is subject to PG&E's verification and approval, as such changes may also contribute to an update to the customer's DAV.

Aggregators who add new residential customers for CBP are required to include language on the prohibition in the contract or agreement with each residential customer. This language should explain that residential customer compliance may be subject to verification and list potential consequences for non-compliance. Furthermore, this language as required by the CPUC should be in a new and separate provision near the beginning of the contract or agreement presented to

(Continued)

Advice 4991-E-C  
Decision 16-09-056

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

Date Filed July 23, 2018  
Effective July 23, 2018  
Resolution



U 39 San Francisco, California

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

Sheet 15

each residential customer. For existing residential customers enrolled signed up with an the Aggregator for CBP, the Aggregator shall provide outreach notifying customers of the required language for prohibited resources associated with the existing contract or agreement. Such language for both existing and new customers is required to be provided to PG&E by December 31 of each year.

**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.

(Continued)

Advice	4991-E-C	Issued by	Date Filed	July 23, 2018
Decision	16-09-056	<b>Robert S. Kenney</b>	Effective	July 23, 2018
		Vice President, Regulatory Affairs	Resolution	

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

Sheet 16

**USE OF  
PROHIBITED  
RESOURCES**

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.

Resources with non-by passable prohibited resources are not capable of being used for DR events. Verification for such resources may require comparison of operational data against power outage data.

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 non-residential violations and provisions for re-enrollment include:

	<b>Type I Violation</b>	<b>Type II Violation</b>
<b>Description</b>	Minor clerical or administrative errors that may be resolved with an updated attestation and <i>do not involve the use of a prohibited resource to reduce load during a DR event.</i>	1. Using prohibited resource(s) to reduce load during a DR event despite attesting to not doing so, and / or 2. Submitting an invalid nameplate capacity for a prohibited resource(s) under Attestation Scenario 3.
<b>Scenario(s)</b>	1. Existing customer attests to not having a prohibited resource on site, but in fact has a resource on site. However, customer did not use the resource to reduce load during a DR event. 2. Customer reports a higher-than-actual nameplate capacity.	1. Customer attests to not using a prohibited resource on site. However, customer used the resource to reduce load during a DR event. 2. Customer reports a lower-than-actual nameplate capacity.
<b>Resulting Actions</b>	Existing customer has 60 days from date of notice to cure non-compliance. If an attestation is not submitted within 60 days (uncured non-compliance), the customer will be removed from the Utility's tariff schedule and / or the aggregator's portfolio until an attestation is provided.	A single instance of non-compliance will result in customer removal from the schedule and ineligibility to enroll in any DR program for 12 calendar months from the removal date. Two or more instances will result in the same removal and ineligibility terms for three years.
<b>Refusal to Accept Prohibition as Term of Participating in Utility or Third-Party Aggregator DR Program</b>		
<b>Description Result</b>	Customer does not agree with prohibition requirements as term of program participation Customer is not in eligible to participate in the affected DR program until such time customer agrees with prohibition and submits an attestation.	

(Continued)

Advice 4991-E-C  
Decision 16-09-056

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

Date Filed July 23, 2018  
Effective July 23, 2018  
Resolution

U 39 San Francisco, California

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

Sheet 17

USE OF PROHIBITED RESOURCES	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.	(N) I I (N)
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**PG&E Gas and Electric  
Advice Submittal List  
General Order 96-B, Section IV**

AT&T	Downey & Brand	Pioneer Community Energy
Albion Power Company	East Bay Community Energy	Praxair
Alcantar & Kahl LLP	Ellison Schneider & Harris LLP	
	Energy Management Service	
Alta Power Group, LLC	Engineers and Scientists of California	Redwood Coast Energy Authority
Anderson & Poole	Evaluation + Strategy for Social	Regulatory & Cogeneration Service, Inc.
	Innovation	SCD Energy Solutions
Atlas ReFuel	GenOn Energy, Inc.	
BART	Goodin, MacBride, Squeri, Schlotz &	SCE
	Ritchie	SDG&E and SoCalGas
Barkovich & Yap, Inc.	Green Charge Networks	
P.C. CalCom Solar	Green Power Institute	SPURR
California Cotton Ginners & Growers Assn	Hanna & Morton	San Francisco Water Power and Sewer
California Energy Commission	ICF	Seattle City Light
California Public Utilities Commission	IGS Energy	Sempra Utilities
California State Association of Counties	International Power Technology	Southern California Edison Company
Calpine	Intestate Gas Services, Inc.	Southern California Gas Company
	Kelly Group	Spark Energy
Cameron-Daniel, P.C.	Ken Bohn Consulting	Sun Light & Power
Casner, Steve	Keyes & Fox LLP	Sunshine Design
Cenergy Power	Leviton Manufacturing Co., Inc. Linde	Tecogen, Inc.
Center for Biological Diversity	Los Angeles County Integrated	TerraVerde Renewable Partners
	Waste Management Task Force	Tiger Natural Gas, Inc.
Chevron Pipeline and Power	Los Angeles Dept of Water & Power	
City of Palo Alto	MRW & Associates	TransCanada
	Manatt Phelps Phillips	Troutman Sanders LLP
City of San Jose	Marin Energy Authority	Utility Cost Management
Clean Power Research	McKenzie & Associates	Utility Power Solutions
Coast Economic Consulting		Utility Specialists
Commercial Energy		
County of Tehama - Department of Public	Modesto Irrigation District	Verizon
Works	Morgan Stanley	Water and Energy Consulting Wellhead
Crossborder Energy	NLine Energy, Inc.	Electric Company
Crown Road Energy, LLC	NRG Solar	Western Manufactured Housing
Davis Wright Tremaine LLP		Communities Association (WMA)
Day Carter Murphy	Office of Ratepayer Advocates	Yep Energy
	OnGrid Solar	
Dept of General Services	Pacific Gas and Electric Company	
Don Pickett & Associates, Inc.	Peninsula Clean Energy	
Douglass & Liddell		