

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, reading "Edward Randolph".

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

February 3, 2020

Advice 5752-E

(Pacific Gas and Electric Company ID U 39 E)

Public Utilities Commission of the State of California

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

Purpose

Pacific Gas and Electric Company (PG&E) hereby submits this advice letter (AL) to the California Public Utilities Commission (Commission or CPUC) to update both its CBP Tariff¹ and the CBP Aggregator Agreement² in order to ensure that both sets of documents are current for the 2020 CBP Program Year. Proposed changes are pursuant to prior guidance provided by the CPUC in Decision (D.) 17-12-003, which approved PG&E's 2018-2022 Demand Response Program Application (A. 17-01-012), removal of an existing requirement by the CAISO, and clarifications associated with the use of prohibited resources.

Specifically, PG&E proposes updates to its CBP tariff 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 timeframe for the 2020 CBP Program Year (May 1 through October 31),³ 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.

¹ CBP Tariff: https://www.pge.com/tariffs/assets/pdf/tariffbook/ELEC_SCHEDS_E-CBP.pdf

² Form 79-1076 titled "Agreement for Aggregators Participating in the Capacity Bidding Program."

³ 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."

Relatedly, PG&E proposes updates to its CBP Aggregator Agreement to include obligations covering prohibited resources for residential CBP participants and to distinguish existing prohibited resources language associated with non-residential participants.

Background

CBP Program Hours: PG&E's CBP program hours follow Resource Adequacy (RA) hours in order for the program to receive credit for RA. Therefore, as RA hours change, commensurate updates are made to DR programs in order to support evolving grid needs. In this case, the RA hours have shifted to the 4 p.m. to 9 p.m. period with both the CAISO's Availability Assessment Hours (AAH) and the CPUC's RA Hours now aligning.⁴ PG&E believes that it is appropriate at this time to adjust the CBP program hours for 2020, as parties have been aware of the transition to the later hours since 2018.⁵ In support of the change to the program hours, PG&E has communicated with Aggregators of its intent to submit an update to the CBP tariff.

One LSE Requirement: The CAISO as part of its Energy Storage and Distributed Energy Resource (ESDER), Phase 3 Initiative removed the single LSE requirement for a resource utilized for Demand Response. This modification was filed by the CAISO as part of a tariff amendment with the Federal Energy Regulatory Commission, which approved the filing in November 2019.⁶

Prohibited Resources: PG&E filed extensive tariff and program related updates in July 2018⁷ in response to Commission Resolution E-4906, which provided additional guidance and requirements associated with the restriction on prohibited resources (i.e., use of fossil fueled backup generation to support Demand Response). Based on both experience thus far and expanded interest on the part of Aggregators to enroll

⁴ D. 18-06-030 at p. 43: "Upon consideration of the CAISO's annual analysis of the AAHs, filed on May 15, 2018, the Commission adopts the modification of the RA measurement hours to HE17 – HE21 (4:00 p.m. – 9:00 p.m.) for each month of the year beginning in 2019. This modification brings the Commission's measurement hours into alignment with the CAISO's AAH as of 2019." Previously, the CAISO's Availability Assessment Hours (AAHs) were updated to the 4 p.m. to 9 p.m. period for 2018 (D. 18-06-030 at p. 41).

⁵ Finding of Fact 70, D.17-12-003, re CBP: "Program participants should be afforded more time to adjust to PG&E's proposed Capacity Bidding Program hours to prevent increased customer disenrollments."

⁶ FERC Docket No. ER19-2733-000.

CAISO's Tariff Amendment dated September 3, 2019:

Link: <http://www.caiso.com/Documents/Sep3-2019-TariffAmendment-EnergyStorageandDistributedEnergyResource-ESDER-Phase-3-ER19-2733.pdf>

FERC's Approval Letter dated November 6, 2019:

Link: <http://www.caiso.com/Documents/Nov6-2019-LetterOrderAcceptingTariffAmendment-EnergyStorage-DistributedEnergyResourcePhase3-ER19-2733.pdf>

⁷ Advice Letter 4991-E-C dated July 23, 2018.

residential participants, PG&E is proposing updates to specifically identify prohibited resource requirements associated with *residential* participants and to distinguish existing language associated with non-residential participants. While only non-residential participants have attestation requirements, *residential* participants are still bound by the prohibition through their contract or agreement with their Aggregator as set forth by Commission Resolution E-4838.

CBP Tariff Revisions

- Sheet 2 (Options Products and Bidding): Update tariff language to remove the 11 a.m. to 7 p.m. period. The 1 p.m. to 9 p.m. timeframe will be the only available 2020 time block for the Prescribed, Elect and Elect + Options.
- Sheet 5 (Capacity Nominations): Remove the reference to “program hours” as an option for nomination; add the conjunction “and” as well as “and must” to improve readability of the sentence. Remove the term “LSE” per ESDER, Phase 3.
- Sheet 13 (Use of Prohibited Resources): Add the qualifier “Non-residential” to existing language in order to qualify that the use of an attestation only pertains to non-residential customers.
- Sheet 14 (Use of Prohibited Resources): Add the qualifier “Non-residential” to existing language in order to qualify that the use of an attestation only pertains to non-residential customers. Also, add a new sub-section titled “Residential” to indicate that the prohibition applies to residential customers and the customer must accept the prohibition in order to participate in a CBP program.
- Sheet 15 (Use of Prohibited Resources): Qualify enumerated responsibilities a – g as those pertaining to “non-residential customers.” Separately, add a new paragraph that spells out in detail the specific obligations set forth for residential customers. These obligations are called for by Commission Resolution E-4838, which specifies that agreements between Aggregators and their participants include language on the prohibition near the beginning of such agreements per Ordering Paragraph (OP) 12 of E-4838. Furthermore, the Utility has to require this language by December 31, 2017, and each year thereafter per OP 18 of E-4838. Finally, there is additional language to clarify that compliance may be subject to verification along with an indication of consequences of non-compliance per Findings 32 of E-4838.
- Sheet 16 (Use of Prohibited Resources): Add the qualifier “non-residential” to existing language in order to qualify that the table listing the type 1 and type 2 violations pertains to non-residential participants.

Aggregator Agreement Revisions (Form 79-1076)

- Page 2: Clarifies in Part H that the submission of an attestation is limited to non-residential customers. Qualifies conditions a – i as belonging to “non-residential customers.”
- Page 4: Adds a paragraph that spells out in detail the specific obligations for residential customers. These obligations are called for by Commission Resolution E-4838, which specifies that agreements between Aggregators and their participants include language on the prohibition near the beginning of such agreements per Ordering Paragraph (OP) 12 of E-4838. Furthermore, the Utility has to require this language by December 31, 2017 and each year thereafter per OP 18 of E-4838. Finally, there is additional language to clarify that compliance may be subject to verification along with an indication of consequences of non-compliance per Findings 32 of E-4838.

Protests

Anyone wishing to protest this submittal may do so by letter sent via U.S. mail, facsimile or E-mail, no later than February 24, 2020, which is 21 days⁸ after the date of this submittal. Protests must be submitted to:

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

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

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

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

Erik Jacobson
Director, Regulatory Relations
c/o Megan Lawson
Pacific Gas and Electric Company
77 Beale Street, Mail Code B13U

⁸ The 20-day protest period concludes on a weekend, therefore, PG&E is moving this date to the following business day.

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 on regular notice, March 4, 2020 which is 30 calendar days after the date of submittal.

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/

Erik Jacobson
Director, Regulatory Relations

Attachments

- CBP Tariff
- CBP Aggregator Agreement

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

Tier Designation: 2

Subject of AL: 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: 11

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 proposed¹: N/A

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

¹Discuss 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

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

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

Clear Form

Cal P.U.C. Sheet No.	Title of Sheet	Cancelling Cal P.U.C. Sheet No.
46132-E	Electric Sample Form No. 79-1076 Agreement for Aggregators Participating in the Capacity Bidding Program Sheet 1	42641-E*
46133-E*	ELECTRIC SCHEDULE E-CBP CAPACITY BIDDING PROGRAM Sheet 2	42147-E
46134-E	ELECTRIC SCHEDULE E-CBP CAPACITY BIDDING PROGRAM Sheet 5	42150-E
46135-E	ELECTRIC SCHEDULE E-CBP CAPACITY BIDDING PROGRAM Sheet 13	42660-E**
46136-E	ELECTRIC SCHEDULE E-CBP CAPACITY BIDDING PROGRAM Sheet 14	42661-E
46137-E	ELECTRIC SCHEDULE E-CBP CAPACITY BIDDING PROGRAM Sheet 15	42662-E
46138-E	ELECTRIC SCHEDULE E-CBP CAPACITY BIDDING PROGRAM Sheet 16	42663-E
46139-E	ELECTRIC SCHEDULE E-CBP CAPACITY BIDDING PROGRAM Sheet 17	42664-E
46140-E*	ELECTRIC TABLE OF CONTENTS Sheet 1	46129-E
46141-E*	ELECTRIC TABLE OF CONTENTS Sheet 9	44505-E
46142-E	ELECTRIC TABLE OF CONTENTS Sheet 30	45672-E



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 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.

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.
- (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;

AGREEMENT FOR AGGREGATORS PARTICIPATING IN THE CAPACITY BIDDING PROGRAM

- (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
Description	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.
Scenario(s)	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.
Resulting Actions	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.
Refusal to Accept Prohibition as Term of Participating in Utility or Third-Party Aggregator DR Program		

AGREEMENT FOR AGGREGATORS PARTICIPATING IN THE CAPACITY BIDDING PROGRAM

Description	Customer does not agree with prohibition requirements as term of program participation
Result	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, Usage or meter data for the Service Agreement will become available on a going forward basis via the format available in PG&E's CBP Website.

III. LIMITATION OF LIABILITIES

- A. PG&E shall not be liable to the Aggregator for any damages caused by PG&E's conduct in compliance with, or as permitted by, Schedule E-CBP or other tariffs, this Agreement and associated legal and regulatory requirements related to the CBP.
- B. PG&E's liability to Aggregator for any loss, cost, claim, injury, liability or expense, including reasonable attorneys' fees, relating to or arising from any act or omission in PG&E's performance of this Agreement shall be limited to the amount of direct damage actually incurred. In no event shall PG&E be liable to Aggregator for any indirect, special, consequential or punitive damages of any kind whatsoever, whether in contract, tort or strict liability.

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 + Options. (T)
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 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 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)

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(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)
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(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
Description	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.
Scenario(s)	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.
Resulting Actions	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)
Description	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
Result		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
Decision

Issued by
Robert S. Kenney
Vice President, Regulatory Affairs

Submitted
Effective
Resolution

February 3, 2020



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		(T)

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Advice 5752-E
Decision

Issued by
Robert S. Kenney
Vice President, Regulatory Affairs

Submitted
Effective
Resolution

February 3, 2020



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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 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.

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.
- (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;

AGREEMENT FOR AGGREGATORS PARTICIPATING IN THE CAPACITY BIDDING PROGRAM

- (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
Description	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.
Scenario(s)	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.
Resulting Actions	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.

AGREEMENT FOR AGGREGATORS PARTICIPATING IN THE CAPACITY BIDDING PROGRAM

Refusal to Accept Prohibition as Term of Participating in Utility or Third-Party Aggregator DR Program	
Description	Customer does not agree with prohibition requirements as term of program participation
Result	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, Usage or meter data for the Service Agreement will become available on a going forward basis via the format available in PG&E's CBP Website.

III. LIMITATION OF LIABILITIES

- A. PG&E shall not be liable to the Aggregator for any damages caused by PG&E's conduct in compliance with, or as permitted by, Schedule E-CBP or other tariffs, this Agreement and associated legal and regulatory requirements related to the CBP.
- B. PG&E's liability to Aggregator for any loss, cost, claim, injury, liability or expense, including reasonable attorneys' fees, relating to or arising from any act or omission in PG&E's performance of this Agreement shall be limited to the amount of direct damage actually incurred. In no event shall PG&E be liable to Aggregator for any indirect, special, consequential or punitive damages of any kind whatsoever, whether in contract, tort or strict liability.

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 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 +), program hours (e.g. 11 a.m. — 7 p.m. or 1 p.m. — 9 p.m.), and 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)
	LSE	(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)

Sheet 13

(N)

(N)

<i>Date Filed</i>	July 23, 2018
<i>Effective</i>	July 23, 2018
<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 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.

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
Decision 16-09-056

Issued by
Robert S. Kenney
Vice President, Regulatory Affairs

Date Filed	July 23, 2018
Effective	July 23, 2018
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 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

(Continued)

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

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Robert S. Kenney
Vice President, Regulatory Affairs

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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.

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.~~

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**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:

	Type I Violation	Type II Violation
Description	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.
Scenario(s)	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.
Resulting Actions	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.
Refusal to Accept Prohibition as Term of Participating in Utility or Third-Party Aggregator DR Program		
Description Result	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.	

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