PUBLIC UTILITIES COMMISSION
505 Van Ness Avenue
San Francisco CA 94102-3298

Pacific Gas & Electric Company
ELC (Corp ID 39)
Status of Advice Letter 7738E
As of July 14, 2026

Subject: Mid-Cycle Review Advice Letter to Modify the Base Interruptible Program

Division Assigned: Energy

Date Filed: 10-23-2025

Date to Calendar: 10-27-2025

Authorizing Documents: D2312005

Disposition:	**Signed**
Effective Date:	**07-02-2026**

Resolution Required: Yes

Resolution Number: E-5451

Commission Meeting Date: 07-02-2026

CPUC Contact Information:

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PUBLIC UTILITIES COMMISSION
505 Van Ness Avenue
San Francisco CA 94102-3298

To: Energy Company Filing Advice Letter

From: Energy Division PAL Coordinator

Subject: Your Advice Letter Filing

The Energy Division of the California Public Utilities Commission has processed your recent Advice Letter (AL) filing and is returning an AL status certificate for your records.

The AL status certificate indicates:

Advice Letter Number
Name of Filer
CPUC Corporate ID number of Filer
Subject of Filing
Date Filed
Disposition of Filing (Accepted, Rejected, Withdrawn, etc.)
Effective Date of Filing
Other Miscellaneous Information (e.g., Resolution, if applicable, etc.)

The Energy Division has made no changes to your copy of the Advice Letter Filing; please review your Advice Letter Filing with the information contained in the AL status certificate, and update your Advice Letter and tariff records accordingly.

All inquiries to the California Public Utilities Commission on the status of your Advice Letter Filing will be answered by Energy Division staff based on the information contained in the Energy Division's PAL database from which the AL status certificate is generated. If you have any questions on this matter please contact the:

Energy Division's Tariff Unit by e-mail to
edtariffunit@cpuc.ca.gov

Pacific Gas and Electric Company

Sidney Bob Dietz II
Director
Regulatory Relations

Pacific Gas and Electric Company
300 Lakeside Drive
Oakland, CA 94612

October 23, 2025

Advice 7738-E
(Pacific Gas and Electric Company ID U 39 E)

Public Utilities Commission of the State of California

Subject: **Mid-Cycle Review Advice Letter to Modify the Base Interruptible Program**

Purpose

Pacific Gas and Electric Company (PG&E) hereby submits this Tier 2 Mid-Cycle Review (MCR) Advice Letter (AL), pursuant to Decision (D.) 23-12-005,[1] to propose updates to the Base Interruptible Program (BIP). This MCR AL includes requested changes to the BIP for the last two years (2026 and 2027) of the current Demand Response (DR) program cycle, and details four proposed modifications to increase the effectiveness of BIP, as follows:

A. PG&E proposes a 10 percent increase to the current BIP summer incentives in order to maintain participant engagement and stimulate additional program enrollments. This adjustment would apply to incentives earned by customers for the May through October period. The proposed incentive increase is expected to support long-term system cost reductions, as DR mitigates the need for future grid infrastructure enhancements and reduces the need for generation procurement. The proposed increased expense is offset by decreased capital investments and operational costs throughout the grid.

B. PG&E proposes updating the Schedule E-BIP tariff to enable a streamlined online enrollment process, once available. Traditionally, program participation has required customers to sign a physical PDF Add/Delete form, providing reasonable assurance that enrollment decisions are customer-initiated and establishing a non-repudiable transaction record. PG&E expects a streamlined online process that meets these requirements to be available in 2026 and is updating BIP forms for customers to take advantage of an enhanced enrollment process.

C. PG&E proposes updating the BIP operational procedures by removing all references to facsimile communication and adding electronic mail (e-mail) and

[1] D.23-12-005, pp. 34, Paragraph 8.

secure file transfer protocol (SFTP) options to the BIP Aggregator Agreement Form to reflect current standards and practices.

D. PG&E proposes updating the BIP Aggregator Add/Delete Form to clarify the Prohibited Resources requirements. PG&E proposes revising the language in the Add/Delete form Prohibited Resources Attestation to align with the language that has already been approved and incorporated into the Schedule E-BIP tariff.

The changes described above are reflected in the redlined Schedule E-BIP tariff and redlined program forms, which are available in Attachments B - D.

Background

The Base Interruptible Program (BIP)[2] is an Investor-Owned Utility (IOU)-managed emergency demand response program that requires enrolled customers curtail load to no more than a contracted firm service level within 15 (BIP 15) or 30 (BIP 30) minutes of notification of the need to implement load reductions. Customers receive a monthly monetary incentive for their interruptible load, regardless of whether an event is dispatched. On December 20, 2023, the California Public Utilities Commission (Commission or CPUC) issued Decision (D.) 23-12-005, *Decision Directing Certain Investor-Owned Utilities' Demand Response Programs, Pilots, and Budgets for the Years 2024-2027* (Decision), which authorized PG&E to operate BIP in calendar years 2024-2027.[3]

D.23-12-005 also established a Mid-Cycle Review (MCR) AL filing, creating a process by which IOUs can refine their DR portfolios in the middle of the 2024-2027 DR application cycle.[4] The MCR also enables IOUs to update the Commission on the status of utility demand response programs, and to propose specific improvements to those programs specified in D.23-12-005. Program changes permissible[5] in the MCR process are those that:

- manage or increase program enrollment;
- improve program efficiency;
- increase potential load reduction available;
- improve program value;
- reduce costs; and/or
- bring the program into alignment and compliance with Commission decisions and policies.

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[2] Base Interruptible Program Fact Sheet, https://www.pge.com/assets/pge/docs/save-energy-and-money/energy-savings-programs/bip-fact-sheet.pdf
[3] D.23-12-005, Ordering Paragraph (OP) 18.
[4] D.23-12-005, p. 33.
[5] D.23-12-005, OP 14.

D.23-12-005 also specified that "The BIP disenrollment period shall be temporarily re-opened for 30 days following Commission approval of any technical modifications to BIP via the MCR process."[6]

Discussion

PG&E has cost-effectively managed the BIP program to date and forecasts it will continue to manage the program within the current authorized budget[7]. Below, PG&E details the proposed MCR changes to the BIP. Changes can be made within the BIP's approved program budget for the years 2024-2027 and would not necessitate the collection or shifting of any additional funds.

Going forward, PG&E is not signaling a pattern of increasing incentives as a continued trajectory. PG&E is mindful of increasing participation in current and future programs that are the most cost-effective and benefit California the most, while decreasing investment in less cost-effective programs. PG&E intends to examine these in detail during the next DR Application.

A. PG&E Proposes a 10 Percent Increase to the BIP Incentives, for May through October, to Encourage Additional Enrollments and Enhance Overall Program Value.

Historically, the BIP portfolio had full enrollment that met the Reliability DR Cap,[8] necessitating a wait-list process for customers to join BIP each year during open enrollment. Today, the BIP portfolio is at less than half of Reliability DR Cap. In addition, since the issuance of D.23-12-005, the CAISO has changed the dispatch rules for Reliability Demand Response Resources (RDRRs) like BIP so it can be dispatched at lower emergency grid levels through Operating Procedure 4420.[9] The lack of adjustment to the incentive to account for this increased dispatch risk of BIP necessitates a commensurate increase in incentives to maintain an attractiveness of the program.

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[6] D.23-12-005, pg. 34.

[7] D.23-12-005, OP 18.

[8] D.21-03-056, at p.19, temporarily raised the DR reliability cap established in D.10-06-034 to 3% for the duration of the ELRP pilot for all IOUs (2021-2025). D.23-12-005, at p.38, declined to extend the temporary increase of the emergency DR cap beyond 2025, with the cap reverting to 2% in 2026.

[9] *See*, D.23-06-029, p. 96 ("To provide consistency between the Commission's established principle for RDRR and CAISO's dispatch practices, the Commission clarifies that CAISO should be allowed to use RDRR, as an RA resource, for economic or exceptional dispatch upon the declaration of a day-of EEA Watch (or when a day-ahead EEA Watch persists in the day-of)"); p. 97 ("In summary, the Commission maintains that when RDRR is dispatched pursuant to conditions described in this decision, CAISO should not need to escalate its grid emergency status to EEA 2 (an emergency condition), thus ensuring that RDRR is available to avoid a reliability emergency").

To achieve the MCR goals of increasing program enrollment, increasing the potential load reduction available, and improving program value, PG&E requests to increase the BIP 15 and BIP 30 summer (May – October months only) incentive rate by 10 percent. This increase also accounts for inflation and ensures that summer rates are favorable in comparison to winter rates. The incentive per kilowatt is proposed as follows:

	BIP 15 Summer Monthly Incentive ($/kW)			**BIP 30 Summer Monthly Incentive ($/kW)**		
Potential Load Reduction (kW)	**Current**	**Proposed**	**% difference**	**Current**	**Proposed**	**% difference**
500kW and below	$13.60	$14.96	10%	$12.50	$13.75	10%
501kW to 1,000kW	$14.20	$15.62	10%	$13.00	$14.30	10%
1,001kW and above	$14.80	$15.90	10%	$13.50	$14.85	10%

D.23-12-005 recognized the possibility that increased incentives, particularly for the summer capacity months, may be a necessary program enhancement for the continued success of BIP.[10] In D.23-12-005, the Commission adopted an increase in incentives for BIP, but not at the levels proposed by some parties, instead opting for an iterative approach: "If the increased incentives [ordered by the decision] are not enough to encourage participation then we may consider additional modifications to the incentive structure in the future."[11] The evidence detailed below indicates that it is now time for an incentive increase for BIP.

1. <u>PG&E Incentive Rate Proposal Supports PG&E Goals to Encourage Additional Enrollment Growth.</u>

Between 2024 and 2025, BIP participation grew by approximately 11 MW. It is a promising 8 percent increase and can be attributed to the moderate incentive increase approved by D.23-12-005. As of September 2025, PG&E's BIP participation consists of approximately 150 MW available for dispatch, which is still considerably less than the 2026 and 2027 Reliability DR Cap of 341 MW annually.[12]

It is within PG&E's goals to bring BIP participation closer to the Reliability DR Cap, reinforcing grid reliability during critical grid conditions. To achieve these goals, BIP needs to see upwards of 10 to 15 percent annual increases in MW available for dispatch. Program growth at this level has not been achieved in recent years, prompting this

[10] D.23-12-005, pp. 50-52.
[11] D.23-12-005, p. 52.
[12] See footnote 8.

proposal to consider additional incentive increases. PG&E is confident that the proposed incentive rates can drive BIP participation growth and support PG&E's goals more successfully.

2. PG&E Incentive Rate Proposal Aims to Grow the Portfolio within the Existing Approved Budget and with No Need to Increase Collections.

PG&E's current incentive budget is approved at $43.2 million annually for the last two years of the program cycle (2026-2027). If PG&E's proposal for a 10 percent increase is approved, then the annual incentive expenditure would increase by $1.5 million or 3 percent of the approved program budget. PG&E can manage the proposed increase within the current authorized budget and is not requesting any additional BIP budget to support this change.

Additionally, the BIP incentive expenditure for 2024 and 2025 is around $21 million annually, which is based on the current BIP participation of approximately 150 MW and is roughly 50 percent of the approved program budget. Based on the current BIP participation and assuming a conservative 5 percent year-over-year growth, implementing the proposed changes is expected to increase BIP Incentive expenditure to $26 million annually, which is roughly 60 percent of the approved program budget. Assuming a more aggressive 10 to 15 percent year-over-year growth, the proposed changes are expected to increase the BIP Incentive expenditure to $28 to $30 million annually, which is roughly 65 to 70 percent of the approved program budget. PG&E has sufficient unspent funds to cover this difference, with room to support PG&E's objective of encouraging additional enrollment growth.

3. Customers Support Modest Increases to Incentive Levels.

PG&E's current proposal generally aligns with the California Large Energy Consumers Association's (CLECA) recommendation of an additional $1/kW across the board to the incentive increase approved in D.23-12-005. The proposal only applies increases to summer incentive rates, in line with the moderate and iterative approach adopted in D.23-12-005. However, PG&E is optimistic that the summer incentive increases will ease CLECA's concerns shared in a previous testimony:

> The proposed incentive changes [ordered by the decision] also fail to substantially offset the dramatic increase in retail rates to industrial customers in recent years. These extremely high retail rates compared to neighboring states will continue to put competitive pressure on existing BIP customers, and their ability to continue to operate their

businesses, which impacts their ability to continue to provide demand response.[13]

PG&E's understanding is that CLECA maintains its position on increasing BIP incentives. In a meeting with CLECA on October 2, 2025, PG&E shared with CLECA members the intent to propose a 10 percent increase to BIP summer incentive rates, and the announcement received a positive response from CLECA members in attendance.

CLECA members currently represent approximately 22 percent of PG&E's BIP MW available for dispatch. PG&E hopes to continue fostering relationships with CLECA and other highly engaged large non-residential customers to support growing BIP participation.

4. PG&E BIP will Remain Cost-Effective with a Proposed Incentive Increase.

D.23-12-005 approved modest incentive increases, in part citing BIP's cost-effectiveness results.[14] Using the 2022 Avoided Cost Calculator (ACC), BIP resulted in a Total Resource Cost (TRC) score of 2.69 without auto demand response (ADR) with two key assumptions: (1) expected annual capacity load impacts of 301 MW, and (2) a $41.8 million annual incentive budget.

In July 2025, PG&E responded to the Energy Division's request to recalculate DR cost-effectiveness using the 2022 ACC. The results show that BIP maintains a TRC score of 1.38 with two updated assumptions: (1) expected capacity load impacts of 136 MW and 142 MW for 2026 and 2027, respectively, and (2) maintaining the $41.8 million annual incentive budget. Given the above results, PG&E is confident that a future iteration of the DR cost-effectiveness report incorporating the proposed incentive increase will result in a TRC score above 1.00.

5. Demand Response Programs Need to Evolve to Remain Attractive to Customers.

As the energy landscape evolves, customers are presented with alternative choices to reduce operational costs, including energy storage and solar export options. Therefore, it is important that DR programs remain both competitive and cost-effective relative to these alternatives and are a viable option to maximize the grid benefits of those distributed generation technologies. Targeted increases in incentive rates can help preserve DR program potential while minimizing grid procurement costs during periods of elevated demand and pricing.

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[13] Direct Testimony of Sam Harper on behalf of the California Large Energy Consumers Association, A.22-05-002, p. 18, lines 10-14 (April 21, 2023). https://docs.cpuc.ca.gov/PublishedDocs/SupDoc/A2205002/5946/506878469.pdf

[14] D.23-12-005, p. 54.

PG&E will be unable to request another rate adjustment until the next DR Application for portfolio years 2028-2032. Proactive rate adjustments may alleviate participant attrition and sustain program competitiveness.

The proposed changes are reflected in redlined edits to the Schedule-E BIP tariff (Attachment B) and are detailed in the Tariff Revisions table below.

B. PG&E Proposes Updates to the Schedule E-BIP Tariff to Enable a Streamlined Online Enrollment Process, Once Available.

Currently, the process of enrolling in an aggregator-run DR program features a point of friction for both aggregators and customers: the Portable Document Format (PDF) Aggregator Add/Delete form ("Add/Delete form"). The Add/Delete Form grants the aggregator the authority to act on behalf of the customer for a specified DR program, for specified Service Agreement IDs, and authorizes PG&E to provide the customer's electric usage data to the Aggregator.

Historically, BIP has required customers to sign a PDF of the Add/Delete form, providing reasonable certainty that the customer is the one making the decision to enroll and creating a non-refutable record of the transaction. Providing an alternative to capture and document customer authorizations would improve the enrollment experience.

To enable customers to access a more streamlined online enrollment process once it becomes available, the Schedule E-BIP tariff must be modified to explicitly allow for an electronic alternative to the PDF Add/Delete Form. PG&E anticipates this online enrollment process to be available in 2026; the paper PDF process will still be available. This aligns with enrollment language already included and approved in the Schedule E-CBP tariff,[15] and will still allow PG&E to obtain and store a non-refutable record of the transaction.

The proposed changes are reflected in redlined edits to the Schedule-E BIP tariff (Attachment B) and Aggregator Agreement Form (Attachment C) and are detailed in the Tariff Revisions table below.

C. PG&E Proposes Updating the BIP Operational Procedures by Removing References to Facsimile Communication from the BIP Aggregator Agreement Form.

To reflect current standards and practices, PG&E proposes removing references to facsimile communication from the BIP Aggregator Agreement Form. The form is being

[15] ELEC_SCHEDS_E-CBP, CONTRACTS AND FORMS, Sheet 10: "Aggregators can submit a Notice to Add or Delete Customers Participating in the Capacity Bidding Program (Form 79-1075) signed by the aggregated customer, or utilize a PG&E approved electronic enrollment process, to add or delete a customer from its portfolio." https://www.pge.com/tariffs/assets/pdf/tariffbook/ELEC_SCHEDS_E-CBP.pdf

updated to reflect current practices, which utilize electronic mail (e-mail) or secure file transfer protocol (SFTP) in lieu of facsimile communication.

The proposed changes are reflected in redlined edits to the Aggregator Agreement Form (Attachment C).

D. PG&E Proposes Updating the BIP Aggregator Add/Delete Form to Clarify Prohibited Resources Policy Requirements.

PG&E proposes a clarifying revision to the Add/Delete form, which is relied upon to enroll customers into BIP. The proposed revision implements no substantive revisions to the restrictions on the use of Prohibited Resources during DR events.

There is currently misalignment between the prohibited resources language in PG&E's Schedule E-BIP tariff and the BIP Add/Delete form. This inconsistency is causing confusion for customers regarding use of prohibited resources requirements during DR events.

The Schedule E-BIP tariff language reads, "I do have a Prohibited Resource on-site and I will not use the resource to reduce load during any Demand Response Event."[16] The language in the tariff is consistent with the Prohibited Resources rules the Commission reconfirmed in D.23-06-029.[17] The current tariff language does not require any adjustment to continue compliance with these restrictions.

Customers in BIP are required to execute a Prohibited Resources Attestation as a condition of their enrollment. However, the Add/Delete form language in the Prohibited Resources Attestation, page 4 of the form,[18] provides customers with prohibited resources on-site the option to attest that they "will not use them during any Demand Response Event." This form language is truncated and unintentionally omits the words, "to reduce load" from this attestation. The omission of this phrase is inconsistent with the similar language on page 3 of the BIP Add/Delete form.

PG&E proposes to update the language in the BIP Add/Delete form Prohibited Resources Attestation to match the approved tariff language in the Schedule E-BIP tariff: "I will not use the resource to reduce load during any Demand Response Event".

The proposed changes are reflected in redlined edits to the Add/Delete Form (Attachment D).

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[16] ELEC_SCHEDS_E-BIP.pdf, Section: USE OF PROHIBITED RESOURCES, Sheet 3. https://www.pge.com/tariffs/assets/pdf/tariffbook/ELEC_SCHEDS_E-BIP.pdf

[17] D.23-06-029, OP 26.

[18] ELEC_FORMS_79-1080.pdf, Prohibited Resource Attestation, pg. 4. https://www.pge.com/tariffs/assets/pdf/tariffbook/ELEC_FORMS_79-1080.pdf

Proposed Tariff Revisions to Implement Revisions Regarding Incentives and Enrollment Processes.

The incentive increase and enrollment process changes described above are reflected in revisions to the Schedule E-BIP tariff, as described below and available in redline as Attachment B to this AL.

Change	Change Description	Tariff section	Sheet #
Increase BIP-15 Summer Incentives	Raising the BIP-15 Summer Incentives by 10%	INCENTIVE PAYMENTS	Sheet 11
Increase BIP-30 Summer Incentives	Raising the BIP-30 Summer Incentives by 10%	INCENTIVE PAYMENTS	Sheet 11
Online Enrollment Process	Add language allowing use of a PG&E approved electronic enrollment process in addition to existing enrollment pathways.	ENROLLMENT	Sheet 3
		USE OF PROHIBITED RESOURCES	Sheet 3, 5
		ENROLLMENT CHANGES	Sheet 13
		AGGREGATOR'S PORTFOLIO	Sheet 14

Protests

Anyone wishing to protest this submittal may do so by letter sent electronically via E-mail, no later than November 12, 2025 which is 20 days after the date of this submittal. Protests must be submitted to:

CPUC Energy Division
ED Tariff Unit
E-mail: EDTariffUnit@cpuc.ca.gov

The protest shall also be electronically sent to PG&E via E-mail at the address shown below on the same date it is electronically delivered to the Commission:

Sidney Bob Dietz II
Director, Regulatory Relations
c/o Megan Lawson
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 and e-mail address of the protestant; and

statement that the protest was sent to the utility no later than the day on which the protest was submitted to the reviewing Industry Division (General Order 96-B, Section 3.11).

Effective Date

Pursuant to General Order (GO) 96-B, Rule 5.2, and OP 14 of D.23-12-005, this advice letter is submitted with a Tier 2 designation. PG&E requests that this Tier 2 advice submittal become effective on regular notice, November 22, 2025 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 to parties shown on the attached list and the parties on the service list for A.22-05-002. 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/
Sidney Bob Dietz II
Director, Regulatory Relations
CPUC Communications

Attachments:

- Attachment A – Clean Tariff and Program Forms
- Attachment B – Redlined Schedule E-BIP Tariff
- Attachment C – Redlined Aggregator Agreement Form No.79-1079
- Attachment D – Redlined Add/Delete Form No.79-1080

cc: Service List A.22-05-002



California Public Utilities Commission

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 (U 39 E)

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

Contact Person: Baylee Larson
Phone #: (279) 789-6486
E-mail: PGETariffs@pge.com
E-mail Disposition Notice to: baylee.larson@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) #: 7738-E

Tier Designation: 2

Subject of AL: Mid-Cycle Review Advice Letter to Modify the Base Interruptible Program

Keywords (choose from CPUC listing): Compliance

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

If AL submitted in compliance with a Commission order, indicate relevant Decision/Resolution #: D.23-12-005

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: N/A

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: 11/22/25

No. of tariff sheets: 12

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

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

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

Tariff schedules affected: See Attachment A

Service affected and changes proposed[1]: N/A

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

[1]Discuss in AL if more space is needed.

Clear Form

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

California Public Utilities Commission
Energy Division Tariff Unit Email:
EDTariffUnit@cpuc.ca.gov

Contact Name: Sidney Bob Dietz II, c/o Megan Lawson
Title: Director, Regulatory Relations
Utility/Entity Name: Pacific Gas and Electric Company

Telephone (xxx) xxx-xxxx:
Facsimile (xxx) xxx-xxxx:
Email: PGETariffs@pge.com

Contact Name:
Title:
Utility/Entity Name:

Telephone (xxx) xxx-xxxx:
Facsimile (xxx) xxx-xxxx:
Email:

CPUC
Energy Division Tariff Unit
505 Van Ness Avenue
San Francisco, CA 94102

Clear Form

Cal P.U.C. Sheet No.	Title of Sheet	Cancelling Cal P.U.C. Sheet No.
60461-E	ELECTRIC SAMPLE FORM NO. 79-1079 AGREEMENT FOR AGGREGATORS PARTICIPATING IN THE BASE INTERRUPTIBLE PROGRAM Sheet 1	58819-E
60462-E	ELECTRIC SAMPLE FORM NO. 79-1080 NOTICE TO ADD OR DELETE CUSTOMERS PARTICIPATING IN THE BASE INTERRUPTIBLE PROGRAM Sheet 1	48587-E
60463-E	ELECTRIC SCHEDULE E-BIP BASE INTERRUPTIBLE PROGRAM Sheet 3	57985-E
60464-E	ELECTRIC SCHEDULE E-BIP BASE INTERRUPTIBLE PROGRAM Sheet 5	42648-E
60465-E	ELECTRIC SCHEDULE E-BIP BASE INTERRUPTIBLE PROGRAM Sheet 8	57987-E
60466-E	ELECTRIC SCHEDULE E-BIP BASE INTERRUPTIBLE PROGRAM Sheet 11	59578-E
60467-E	ELECTRIC SCHEDULE E-BIP BASE INTERRUPTIBLE PROGRAM Sheet 13	57991-E
60468-E	ELECTRIC SCHEDULE E-BIP BASE INTERRUPTIBLE PROGRAM Sheet 14	49652-E
60469-E	ELECTRIC SCHEDULE E-BIP BASE INTERRUPTIBLE PROGRAM Sheet 15	45784-E
60470-E	ELECTRIC TABLE OF CONTENTS Sheet 1	60455-E
60471-E	ELECTRIC TABLE OF CONTENTS Sheet 9	59594-E
60472-E	ELECTRIC TABLE OF CONTENTS Sheet 30	60427-E

ELECTRIC SAMPLE FORM NO. 79-1079 Sheet 1
AGREEMENT FOR AGGREGATORS PARTICIPATING IN THE BASE INTERRUPTIBLE PROGRAM

Please Refer to Attached Sample Form

AGREEMENT FOR AGGREGATORS PARTICIPATING IN THE BASE INTERRUPTIBLE PROGRAM

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

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

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

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

I. AGGREGATOR'S OBLIGATIONS

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

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

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

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

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

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

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

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

H. Prohibited Resources. The "Agreement for Aggregators Participating in the BIP Interruptible Program" is contingent upon compliance with the prohibition and submission of an aggregator customer attestation. Aggregators shall ensure that Prohibited Resources are not used to reduce load during demand response events, unless the customer has provided a valid attestation supporting its eligibility for an adjustment to the incentives paid based on the nameplate capacity of the Prohibited Resource, and that they are enforcing the Prohibited Resources policy. Proportional cost burdens for the Verification Administrator and the implementation of the verification plan may be shared by the customers on this Schedule.

Aggregators 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 (79-1080) upon enrollment of a new customer or utilize a PG&E-approved electronic enrollment process;
(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 customer service agreement and applicable Default Adjustment Values (DAV), the sum of the nameplate capacity value of the customer's Prohibited Resource(s), to PG&E;
(f) Recording, updating, and de-rating their portfolio by a summary DAV on a monthly basis; and
(g) Conducting outreach and notification of the prohibition to their customers, which includes developing metrics, targets and record keeping systems to assess the effectiveness of their customer outreach and notification efforts, as well as demonstrating compliance with the above to PG&E upon request.
(h) Ensuring customers participating with an Aggregator are subject to verification as a condition of participation. Verification may require data requests and premise access. Customers are responsible for responding to such requests.
(i) Removing customers that do not comply with the prohibition rules or who do not provide a valid attestation in accordance to the "Use of Prohibited Resources" section in Schedule E-BIP. 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-BIP.

- 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 *do not involve the use of a prohibited resource to reduce load during a DR event*.	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 Option 3. 3. Actions impacting and violating prohibited resource verification process.
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. 3. Customer fails to respond to the Verification Administrator with timely and accurate information when a clerical or administrative error is discovered. 4. Customer has a fuel cell (baseload producing) Prohibited Resource, doesn't submit timely meter data as requested by the verification administrator.	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. 3. Customer removes or tampers with monitoring equipment rendering inaccurate monitoring or data. 4.Customer does not cure a Type One infraction by coming into full cooperation with the Verification Administrator within 60 days.
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 to enroll into program that is subject to Prohibited Resource Policy. In case of device removal or tampering by the customer, customer shall be required by the Utility to reimburse the Utilities for the cost of any missing or damaged monitoring equipment.

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.

II. GENERAL TERMS

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

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

III. LIMITATION OF LIABILITIES

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

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

IV. PAYMENT

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

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

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

1. A 7-day notice may be mailed to the Aggregator and to each of the customers in the Aggregator's portfolio. If the charges in the notice remain unpaid after the expiration of the 7-day notice, PG&E shall have the right to terminate the Aggregator Agreement and Aggregator's participation in the BIP. If Aggregator's participation in the BIP is terminated, the Aggregator remains responsible for all outstanding charges billed pursuant to Schedule E-BIP, even if such charges are identified after the termination becomes effective.
2. If the Aggregator agreement is not terminated, the Aggregator will be unable to add customers to its portfolio until late payments are cured.
3. PG&E may require full collateral in the form of cash, irrevocable standby letter of credit, security bond or any other security instrument deemed appropriate by PG&E if the Aggregator makes more than one late payment. If such collateral is requested and not provided by the Aggregator to PG&E, the Aggregator's participation will be subject to termination by PG&E.

V. REPRESENTATIONS AND WARRANTIES

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

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

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

D. With each submission of a "Notice to Add or Delete Customers Participating in the Base Interruptible Program," and until such time as Aggregator submits such Notice for the removal of such customer from Aggregator's representation, Aggregator represents and warrants that:

1. Each customer whom Aggregator represents is eligible to participate in the BIP and has elected to participate in the BIP through Aggregator;
2. Aggregator has entered into the appropriate contractual or other arrangements with such customer whereby such customer has authorized Aggregator to receive payments from and to pay penalty charges to PG&E on behalf of such customer in connection with such customer's participation in the BIP.

VI. TERM

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

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

VII. TERMINATION

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

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

VIII. INDEMNIFICATION

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

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

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

IX. NOTICES

A. Mailing Address. Except for payments, which shall be made pursuant to Section IV, any formal notice, request, or demand required or permitted under this Agreement shall be given in writing by PG&E and Aggregator, and shall be (a) mailed by first -class mail, (b) mailed by registered, certified, (c) mailed by overnight mail, (d) delivered by hand, (e) mailed by electronic mail (e-mail), or (f) delivered by secure file transfer protocol (SFTP) 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: _____

To PG&E:

_____

_____

_____

Phone: _____

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

X. CONFIDENTIALITY

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

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

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

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

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

XI. MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

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

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

	PACIFIC GAS AND ELECTRIC COMPANY
(Aggregator)	
(Signature)	(Signature)
(Type/Print Name)	(Type/Print Name)
(Title)	(Title)
(Date)	(Date)

AGREEMENT FOR AGGREGATORS PARTICIPATING IN THE BASE INTERRUPTIBLE PROGRAM

ATTACHMENT A

Schedule E-BIP

AGREEMENT FOR AGGREGATORS PARTICIPATING IN THE BASE INTERRUPTIBLE PROGRAM

ATTACHMENT B

Notice to Add or Delete Customers Participating In the Base Interruptible Program
(Form 79-1080)

ELECTRIC SAMPLE FORM NO. 79-1080 Sheet 1

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

Please Refer to Attached Sample Form

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

Instructions: Aggregators and Customers use this notice to officially notify Pacific Gas and Electric Company (PG&E) of their intent to add or delete PG&E customers from the Aggregator's BIP portfolio and are required to attest to whether they have a Prohibited Resource, and if they do, whether they intend to use the resource to reduce load during a demand response (DR) event .

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

Aggregator Company Name:	

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

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

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

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

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

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

Customer Name:		Aggregator Name:	
Title:		Title:	
Signature:		Signature:	
Date:		Date:	

† Information collected on this form is used in accordance with PG&E's Privacy Policy. The Privacy Policy is available at pge.com/privacy.

Pacific Gas and Electric Company

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

Notice by Aggregator to Add/Delete Customers

(Please Print or Type Clearly)

Aggregator Name: _____

	Add/ Delete/Re-designate[1]	Customer Site Name	PG&E Service Agreement Number	Electric Meter Number	Service Address & City	FSL
1.						
2.						
3.						
4.						
5.						
6.						
7.						
8.						
9.						
10.						
11.						
12.						
13.						
14.						
15.						
16.						
17.						
18.						
19.						
20.						

[1] Customers may re-designate their firm service level or discontinue participation in the Program only once each year during the month of November.

Pacific Gas and Electric Company

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

Prohibited Resources Attestation

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

The following list of distributed energy technologies are prohibited in providing load reduction during DR events: Technologies using diesel, natural gas, gasoline, propane, or liquefied petroleum gas, in topping Combined Heat and Power (CHP) or non-CHP configuration ("Prohibited Resources"). The following resources are exempt from the prohibition: pressure reduction turbines, waste-heat-to-power bottoming cycle CHP, as well as energy storage resources not coupled with fossil-fueled generation.

Customers must select one of the following options and agree to the Terms and Conditions to be able to enroll into the Base Interruptible Program by completing the options on page 4 of this form:

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

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

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

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

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

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

Pacific Gas and Electric Company

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

Prohibited Resource Attestation

(Please Print or Type Clearly)

Aggregator Name: _____

	PG&E Service Agreement Number	I do not have a Prohibited Resource on-site.	I do have Prohibited Resources on-site.		Number of Prohibited Resources *(If applicable)*	Total Nameplate Capacity of all Prohibited Resources [capacity kW] *(If applicable)*	Default Adjustment Value (*) [capacity kW] *(If applicable)*
			I will not use the resource to reduce load during any Demand Response Event.	I may have to run them during Demand Response Events.			
1.		☐	☐	☐			
2.		☐	☐	☐			
3.		☐	☐	☐			
4.		☐	☐	☐			
5.		☐	☐	☐			
6.		☐	☐	☐			
7.		☐	☐	☐			
8.		☐	☐	☐			
9.		☐	☐	☐			
10.		☐	☐	☐			
11.		☐	☐	☐			
12.		☐	☐	☐			
13.		☐	☐	☐			
14.		☐	☐	☐			
15.		☐	☐	☐			
16.		☐	☐	☐			
17.		☐	☐	☐			
18.		☐	☐	☐			
19.		☐	☐	☐			
20.		☐	☐	☐			

(*) Only if the prohibited resource(s) will be used for operational, health, and safety purposes during DR events. The total Default Adjustment Value (DAV) of the resource(s) will be subtracted from the Potential Load Reduction or Nominated Capacity. The DAV of all prohibited resources should equal the Total Nameplate Capacity.

ELECTRIC SCHEDULE E-BIP Sheet 3
BASE INTERRUPTIBLE PROGRAM

ENROLLMENT

Customers participating directly with PG&E must enroll and maintain their notification contacts on the Base Interruptible Program page at www.pge.com/bip. DR aggregators submit their notification contact(s) and enroll customers by submitting a fully executed Notice to Add or Delete Customers Participating in the Base Interruptible Program (Form 79-1080) or utilize a PG&E-approved electronic enrollment process. (T) (T)

USE OF PROHIBITED RESOURCES

Effective Date: Effective January 1, 2019, Schedule E-BIP customers will not be eligible to receive demand response incentives for using a prohibited resource to reduce load served by the grid 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: Direct Enrolled customers are required to submit attestations by completing the Prohibited Resource Policy Attestation form as a condition of participation. Customers participating with an Aggregator must complete the Add or Delete Attestation form (Form 79-1080) or utilize a PG&E-approved electronic enrollment process.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) (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 operations change.

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

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

(Continued)

ELECTRIC SCHEDULE E-BIP Sheet 5
BASE INTERRUPTIBLE PROGRAM

USE OF PROHIBITED RESOURCES

Aggregators 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 form (79-1080) or utilize a PG&E-approved electronic enrollment process (T) (T)
(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 (79-1080) or utilize a PG&E-approved electronic enrollment process 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. (T) (T)

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

(Continued)

ELECTRIC SCHEDULE E-BIP Sheet 8
BASE INTERRUPTIBLE PROGRAM

METERING EQUIPMENT:

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

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

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

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

DISPATCH / NOTIFICATION SYSTEMS:

PG&E's demand response website, located on the Base Interruptible Program page at www.pge.com/bip, will be used to communicate all curtailment events to the customer.

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

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

(Continued)

ELECTRIC SCHEDULE E-BIP Sheet 11
BASE INTERRUPTIBLE PROGRAM

INCENTIVE PAYMENTS (Cont'd.):

Refer to the applicable rate schedule for the specific TOU peak period hours. These new rates along with the revised TOU periods will be available for eligible C&I and agricultural participants on a voluntary basis before becoming mandatory. The voluntary period that rates are available on an opt in basis continue through the February 2021 billing cycle. The mandatory transition to rates with the new TOU periods for both C&I and Agricultural participants will occur during the March 2021 billing cycle.

Beginning March 1, 2021, the new rates and TOU periods will be mandatory for most C&I and agricultural participants.

The PLR will be multiplied by the applicable incentive level (below), depending on the customer's enrollment into the 15 Minute or 30 Minute BIP option, to determine the monthly incentive payment:

15 Minute BIP (T)

Potential Load Reduction (net DAV)	**Incentive (November – April)**	**Incentive (May – October)**
1 kW to 500 kW	$10.60/kW	$14.96/kW
501 kW to 1,000 kW	$11.20/kW	$15.62/kW
1,001 kW and greater	$11.80/kW	$15.90/kW

30 Minute BIP

Potential Load Reduction (net DAV)	**Incentive (November – April)**	**Incentive (May – October)**
1 kW to 500 kW	$9.50/kW	$13.75/kW
501 kW to 1,000 kW	$10.00/kW	$14.30/kW
1,001 kW and greater	$10.50/kW	$14.85/kW

(T)

The customer's interval data is available at www.pge.com/youraccount. The data may not match billing quality data. All incentive payment calculations use billing quality data.

(Continued)

ELECTRIC SCHEDULE E-BIP Sheet 13
BASE INTERRUPTIBLE PROGRAM

PROGRAM TRIGGERS:

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

2) PG&E in its sole discretion may dispatch one or more customers to address transmission or distribution reliability needs.

ENROLLMENT CHANGES:

Customers may enroll in 15-minute BIP, 30-minute BIP, or decrease their Firm Service Level on a year-round basis. A customer who enrolls by June 30 in any given calendar year must remain enrolled until the end of the calendar year. A customer who enrolls after June 30 of any given calendar year must remain enrolled until the end of the *next* calendar year.

Customers, both directly-enrolled and those in a DR aggregator's portfolio, may update their participation to 15-minute BIP or 30-minute BIP, increase their FSL or discontinue participation in the Program once annually by providing a 30-day written notice for the direct enrolled and Add or Delete form for the aggregator enrolled during the month of November. Changes will be effective January of the following year.

DR aggregators must submit a signed Agreement For Aggregators Participating in the Base Interruptible Program (Form 79-1079), or utilize a PG&E-approved electronic enrollment process. (T) (T)

RELIABILITY CAP:

D.21-03-056 raised the PG&E BIP reliability cap. If the program is fully subscribed up to its reliability cap, customers will be added to a wait list and notified when space becomes available.

(Continued)

ELECTRIC SCHEDULE E-BIP Sheet 14
BASE INTERRUPTIBLE PROGRAM

AGGREGATOR'S PORTFOLIO:

DR aggregators must submit a Notice to Add or Delete Customers Participating in the Base Interruptible Program (Form 79-1080) signed by the aggregated customer to add or delete a customer from its portfolio. PG&E will review and approve each SA before enrollment under the aggregator's portfolio or utilize a PG&E-approved electronic enrollment process. Each SA may be included in only one portfolio at a time. (T) (T)

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

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

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

DA/CCA Service customers enrolling directly with PG&E must make the necessary arrangements with their ESP/CCA before enrolling in this Program.

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

INTERACTION WITH CUSTOMER'S OTHER APPLICABLE PROGRAMS AND CHARGES:

Consistent with Decision 11-18-029, customers who participate in a third party sponsored interruptible load program must immediately notify PG&E of such activity.

Customers enrolled in the Program may also participate in one of the following PG&E DR programs: Emergency Load Reduction Program (ELRP), Scheduled Load Reduction Program (Schedule E-SLRP), or the Peak Day Pricing (PDP) rate option if dual enrollment in BIP and PDP occurred prior to October 26, 2018. If dual enrolled in BIP and PDP prior to October 26, 2018 then participation will be capped at the customer's subscribed megawatt level as of December 10, 2018. New dual enrollment in BIP and PDP as of October 26, 2018 is no longer available.

(Continued)

ELECTRIC SCHEDULE E-BIP Sheet 15
BASE INTERRUPTIBLE PROGRAM

UNDER-FREQUENCY RELAY PROGRAM:

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

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

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

2) **Metering Requirements for UFR Program:** If a customer is participating in the UFR program in combination with firm or curtailable only service, the customer will be required to have a separate meter for the UFR service. PG&E will provide the meter sets, but the customer will be responsible for arranging customer's wiring in such a way that the service for each service agreement can be provided and metered at a single point. NOTE: Any other additional facilities required for a combination of curtailable with firm service will be treated as "special facilities" in accordance with Section I of Rule 2. (T)

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

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

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(Continued)

Attachment B

Redlined Schedule E-BIP Tariff

ELECTRIC SCHEDULE E-BIP Sheet 3
BASE INTERRUPTIBLE PROGRAM

ENROLLMENT

Customers participating directly with PG&E must enroll and maintain their notification contacts on the Base Interruptible Program page at www.pge.com/bip. DR aggregators submit their notification contact(s) and enroll customers by submitting a fully executed Notice to Add or Delete Customers Participating in the Base Interruptible Program (Form 79-1080~~).~~) or utilize a PG&E-approved electronic enrollment process. (T)

USE OF PROHIBITED RESOURCES

Effective Date: Effective January 1, 2019, Schedule E-BIP customers will not be eligible to receive demand response incentives for using a prohibited resource to reduce load served by the grid 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: Direct Enrolled customers are required to submit attestations by completing the Prohibited Resource Policy Attestation form as a condition of participation. Customers participating with an Aggregator must complete the Add or Delete Attestation form (Form 79-1080~~).~~) or utilize a PG&E-approved electronic enrollment process. 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.

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 operations change.

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

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

(Continued)

ELECTRIC SCHEDULE E-BIP Sheet 5
BASE INTERRUPTIBLE PROGRAM

USE OF PROHIBITED RESOURCES

Aggregators are responsible for: (N)

(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 form (79-1080) or utilize a PG&E-approved electronic enrollment process
(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 (79-1080) or utilizing a PG&E-approved electronic enrollment process 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.

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. (N)

(Continued)

ELECTRIC SCHEDULE E-BIP Sheet 8
BASE INTERRUPTIBLE PROGRAM

METERING EQUIPMENT:

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

Customers receiving an MV90 interval meter at no charge from PG&E through the Program must remain enrolled for a minimum period of one year. Customers who received an MV90 interval meter through the Program but who later elect to leave prior to the one -year anniversary date, or is terminated for cause, must reimburse PG&E for all expenses associated with the installation and maintenance of the meter. Such charges will be collected as a one-time payment pursuant to Electric Rule 2, Section I. Customers who leave the Program after one year may continue their use of the MV90 meter at no additional cost.
Direct Access Service Customers – If PG&E is the MDMA, no additional fees will be required from the customer. If PG&E is not the MDMA, the customer will be responsible for any and all costs associated with providing the interval data into the PG&E system on a daily basis. This includes any additional metering or communication devices that may need to be installed and any additional fees assessed by the customer's ESP. Prior to a customer's participation in the Program, the customer must be able to successfully transfer meter data within PG&E's specification on a daily basis for a period of no less than 10 days to establish its baseline.
Until all necessary equipment is installed and all requirements have been met, new customers will not receive incentive payments or be assessed Excess Energy Charges or be obligated to participate in curtailment events.

DISPATCH / NOTIFICATION SYSTEMS:

PG&E's demand response website, located on the Base Interruptible Program page at www.pge.com/bip, will be used to communicate all curtailment events to the customer. (T)

Directly-enrolled customers and DR aggregators, at their expense, must have access to the internet and an e-mail address to receive notification via the internet. In addition, they must have, at their expense, a cellular telephone that is capable of receiving a text message. Customers cannot participate in the Program until all of these requirements have been satisfied.
In the event of a Program curtailment, directly-enrolled customers and DR aggregators will be notified using one or more of the above-mentioned systems. Receipt of such notice is the responsibility of the directly-enrolled customer and DR aggregator. PG&E does not guarantee the reliability of the e-mail system or Internet site by which notification is received.

(Continued)

ELECTRIC SCHEDULE E-BIP Sheet 11
BASE INTERRUPTIBLE PROGRAM

INCENTIVE PAYMENTS (Cont'd.):

Refer to the applicable rate schedule for the specific TOU peak period hours. These new rates along with the revised TOU periods will be available for eligible C&I and agricultural participants on a voluntary basis before becoming mandatory. The voluntary period that rates are available on an opt in basis continue through the February 2021 billing cycle. The mandatory transition to rates with the new TOU periods for both C&I and Agricultural participants will occur during the March 2021 billing cycle. (L)

Beginning March 1, 2021, the new rates and TOU periods will be mandatory for most C&I and agricultural participants.

The PLR will be multiplied by the applicable incentive level (below), depending on the customer's enrollment into the 15 Minute or 30 Minute BIP option, to determine the monthly incentive payment:

15 Minute BIP

Potential Load Reduction (net DAV)	Incentive (November – April)	Incentive (May – October)
1 kW to 500 kW	$10.60/kW	$14.96/kW
501 kW to 1,000 kW	$11.20/kW	$15.62/kW
1,001 kW and greater	$11.80/kW	$15.90/kW

~~Potential Load Reduction (net DAV) Incentive (November – April) Incentive (May – October)~~

~~1 kW to 500 kW $10.60/kW $13.60/kW~~

~~501 kW to 1,000 kW $11.20/kW $14.20/kW~~

~~1,001 kW and greater $11.80/kW $14.80/kW~~

30 Minute BIP

Potential Load Reduction (net DAV)	Incentive (November – April)	Incentive (May – October)
1 kW to 500 kW	$9.50/kW	$13.75/kW
501 kW to 1,000 kW	$10.00/kW	$14.30/kW
1,001 kW and greater	$10.50/kW	$14.85/kW

~~Potential Load Reduction (net DAV) Incentive (November – April) Incentive (May – October)*~~

~~1 kW to 500 kW $9.50/kW $12.50/kW~~

~~501 kW to 1,000 kW $10.00/kW $13.00/kW~~

(Continued)

ELECTRIC SCHEDULE E-BIP Sheet 11
BASE INTERRUPTIBLE PROGRAM

~~1,001 kW and greater $10.50/kW $13.50/kW~~

~~(*) D.23-12-005 authorized a $2/kW increase in the May – October monthly incentive for years 2024 through 2027, and this increase is reflected in table above.~~

The customer's interval data is available at www.pge.com/youraccount. The data may not match billing quality data. All incentive payment calculations use billing quality data.

(Continued)

ELECTRIC SCHEDULE E-BIP Sheet 13
BASE INTERRUPTIBLE PROGRAM

PROGRAM TRIGGERS:

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

2) PG&E in its sole discretion may dispatch one or more customers to address transmission or distribution reliability needs.

ENROLLMENT CHANGES:

Customers may enroll in 15-minute BIP, 30-minute BIP, or decrease their Firm Service Level on a year-round basis. A customer who enrolls by June 30 in any given calendar year must remain enrolled until the end of the calendar year. A customer who enrolls after June 30 of any given calendar year must remain enrolled until the end of the *next* calendar year. (T) (T) (T)

Customers, both directly-enrolled and those in a DR aggregator's portfolio, may update their participation to 15-minute BIP or 30-minute BIP, increase their FSL or discontinue participation in the Program once annually by providing a 30-day written notice for the direct enrolled and Add or Delete form for the aggregator enrolled during the month of November. Changes will be effective January of the following year. (T)

DR aggregators must submit a signed Agreement For Aggregators Participating in the Base Interruptible Program (Form 79-1079~~).~~), or utilize a PG&E-approved electronic enrollment process.

RELIABILITY CAP:

D.21-03-056 raised the PG&E BIP reliability cap. If the program is fully subscribed up to its reliability cap, customers will be added to a wait list and notified when space becomes available.

(Continued)

ELECTRIC SCHEDULE E-BIP Sheet 14
BASE INTERRUPTIBLE PROGRAM

AGGREGATOR'S PORTFOLIO:

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

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

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

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

DA/CCA Service customers enrolling directly with PG&E must make the necessary arrangements with their ESP/CCA before enrolling in this Program.

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

INTERACTION WITH CUSTOMER'S OTHER APPLICABLE PROGRAMS AND CHARGES:

Consistent with Decision 11-18-029, customers who participate in a third party sponsored interruptible load program must immediately notify PG&E of such activity.

Customers enrolled in the Program may also participate in one of the following PG&E DR programs: Emergency Load Reduction Program (ELRP), Scheduled Load Reduction Program (Schedule E-SLRP), or the Peak Day Pricing (PDP) rate option if dual enrollment in BIP and PDP occurred prior to October 26, 2018. If dual enrolled in BIP and PDP prior to October 26, 2018 then participation will be capped at the customer's subscribed megawatt level as of December 10, 2018. New dual enrollment in BIP and PDP as of October 26, 2018 is no longer available. (T)

(Continued)

ELECTRIC SCHEDULE E-BIP Sheet 15
BASE INTERRUPTIBLE PROGRAM

UNDER-FREQUENCY RELAY PROGRAM:

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

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

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

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

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

4) **Rate for UFR Service:** Customers participating in the UFR Program will receive a $0.67/kW demand credit on a monthly basis based on their average monthly on-peak period demand in the summer and the average monthly partial-peak demand in the winter. (L)

Attachment C

Redlined Aggregator Agreement

Form No.79-1079

AGREEMENT FOR AGGREGATORS PARTICIPATING IN THE BASE INTERRUPTIBLE PROGRAM

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

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

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

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

I. AGGREGATOR'S OBLIGATIONS

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

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

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

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

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

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

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

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

H. Prohibited Resources. The "Agreement for Aggregators Participating in the BIP Interruptible Program" is contingent upon compliance with the prohibition and submission of an aggregator customer attestation. Aggregators shall ensure that Prohibited Resources are not used to reduce load during demand response events, unless the customer has provided a valid attestation supporting its eligibility for an adjustment to the incentives paid based on the nameplate capacity of the Prohibited Resource, and that they are enforcing the Prohibited Resources policy. Proportional cost burdens for the Verification Administrator and the implementation of the verification plan may be shared by the customers on this Schedule.

Aggregators 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 (79-1080) upon enrollment of a new customer or utilize a PG&E-approved electronic enrollment process;
(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 customer service agreement and applicable Default Adjustment Values (DAV), the sum of the nameplate capacity value of the customer's Prohibited Resource(s), to PG&E;
(f) Recording, updating, and de-rating their portfolio by a summary DAV on a monthly basis; and
(g) Conducting outreach and notification of the prohibition to their customers, which includes developing metrics, targets and record keeping systems to assess the effectiveness of their customer outreach and notification efforts, as well as demonstrating compliance with the above to PG&E upon request.
(h) Ensuring customers participating with an Aggregator are subject to verification as a condition of participation. Verification may require data requests and premise access. Customers are responsible for responding to such requests.
(i) Removing customers that do not comply with the prohibition rules or who do not provide a valid attestation in accordance to the "Use of Prohibited Resources" section in Schedule E-BIP. 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-BIP.

- 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 *do not involve the use of a prohibited resource to reduce load during a DR event*.	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 Option 3. 3. Actions impacting and violating prohibited resource verification process.
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. 3. Customer fails to respond to the Verification Administrator with timely and accurate information when a clerical or administrative error is discovered. 4. Customer has a fuel cell (baseload producing) Prohibited Resource, doesn't submit timely meter data as requested by the verification administrator.	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. 3. Customer removes or tampers with monitoring equipment rendering inaccurate monitoring or data. 4.Customer does not cure a Type One infraction by coming into full cooperation with the Verification Administrator within 60 days.
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 to enroll into program that is subject to Prohibited Resource Policy. In case of device removal or tampering by the customer, customer shall be required by the Utility to reimburse the Utilities for the cost of any missing or damaged monitoring equipment.

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.

II. GENERAL TERMS

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

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

III. LIMITATION OF LIABILITIES

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

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

IV. PAYMENT

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

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

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

1. A 7-day notice may be mailed to the Aggregator and to each of the customers in the Aggregator's portfolio. If the charges in the notice remain unpaid after the expiration of the 7-day notice, PG&E shall have the right to terminate the Aggregator Agreement and Aggregator's participation in the BIP. If Aggregator's participation in the BIP is terminated, the Aggregator remains responsible for all outstanding charges billed pursuant to Schedule E-BIP, even if such charges are identified after the termination becomes effective.
2. If the Aggregator agreement is not terminated, the Aggregator will be unable to add customers to its portfolio until late payments are cured.
3. PG&E may require full collateral in the form of cash, irrevocable standby letter of credit, security bond or any other security instrument deemed appropriate by PG&E if the Aggregator makes more than one late payment. If such collateral is requested and not provided by the Aggregator to PG&E, the Aggregator's participation will be subject to termination by PG&E.

V. REPRESENTATIONS AND WARRANTIES

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

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

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

D. With each submission of a "Notice to Add or Delete Customers Participating in the Base Interruptible Program," and until such time as Aggregator submits such Notice for the removal of such customer from Aggregator's representation, Aggregator represents and warrants that:

1. Each customer whom Aggregator represents is eligible to participate in the BIP and has elected to participate in the BIP through Aggregator;
2. Aggregator has entered into the appropriate contractual or other arrangements with such customer whereby such customer has authorized Aggregator to receive payments from and to pay penalty charges to PG&E on behalf of such customer in connection with such customer's participation in the BIP.

VI. TERM

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

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

VII. TERMINATION

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

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

VIII. INDEMNIFICATION

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

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

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

IX. NOTICES

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

To Aggregator:

_____

_____

_____

Phone: _____

~~Facsimile:~~ _____

To PG&E:

_____

_____

_____

Phone: _____

~~Facsimile:~~ _____

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

X. CONFIDENTIALITY

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

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

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

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

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

XI. MISCELLANEOUS

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

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

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

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

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

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

G. Entire Agreement; Amendments. This Agreement, including the Attachments listed below, sets forth the entire understanding of the Parties as to the subject matter hereof, and supersedes any prior discussions, offerings, representations or understanding (whether written or oral), and shall only be superseded by an instrument in writing executed by both

Parties. This Agreement shall not be modified by course of performance, course of conduct or usage of trade.

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

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

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

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

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

	PACIFIC GAS AND ELECTRIC COMPANY
(Aggregator)	
(Signature)	(Signature)
(Type/Print Name)	(Type/Print Name)
(Title)	(Title)
(Date)	(Date)

AGREEMENT FOR AGGREGATORS PARTICIPATING IN THE BASE INTERRUPTIBLE PROGRAM

ATTACHMENT A

Schedule E-BIP

AGREEMENT FOR AGGREGATORS PARTICIPATING IN THE BASE INTERRUPTIBLE PROGRAM

ATTACHMENT B

Notice to Add or Delete Customers Participating In the Base Interruptible Program
(Form 79-1080)

Attachment D

Redlined Add/Delete Form No.79-1080

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

Instructions: Aggregators and Customers use this notice to officially notify Pacific Gas and Electric Company (PG&E) of their intent to add or delete PG&E customers from the Aggregator's BIP portfolio and are required to attest to whether they have a Prohibited Resource, and if they do, whether they intend to use the resource to reduce load during a demand response (DR) event .

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

Aggregator Company Name:	

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

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

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

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

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

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

Customer Name:		Aggregator Name:	
Title:		Title:	
Signature:		Signature:	
Date:		Date:	

† Information collected on this form is used in accordance with PG&E's Privacy Policy. The Privacy Policy is available at pge.com/privacy.

Pacific Gas and Electric Company

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

Notice by Aggregator to Add/Delete Customers

(Please Print or Type Clearly)

Aggregator Name: _____

	Add/ Delete/Re-designate[1]	Customer Site Name	PG&E Service Agreement Number	Electric Meter Number	Service Address & City	FSL
1.						
2.						
3.						
4.						
5.						
6.						
7.						
8.						
9.						
10.						
11.						
12.						
13.						
14.						
15.						
16.						
17.						
18.						
19.						
20.						

[1] Customers may re-designate their firm service level or discontinue participation in the Program only once each year during the month of November.

Pacific Gas and Electric Company

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

Prohibited Resources Attestation

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

The following list of distributed energy technologies are prohibited in providing load reduction during DR events: Technologies using diesel, natural gas, gasoline, propane, or liquefied petroleum gas, in topping Combined Heat and Power (CHP) or non-CHP configuration ("Prohibited Resources"). The following resources are exempt from the prohibition: pressure reduction turbines, waste-heat-to-power bottoming cycle CHP, as well as energy storage resources not coupled with fossil-fueled generation.

Customers must -select one of the following options and agree to the Terms and Conditions to be able to enroll into the Base Interruptible Program by completing the options on page 4 of this form:

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

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

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

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

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

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

Pacific Gas and Electric Company

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

Prohibited Resource Attestation

(Please Print or Type Clearly)

Aggregator Name: _____

	PG&E Service Agreement Number	I do not have a Prohibited Resource on-site.	I do have Prohibited Resources on-site.		Number of Prohibited Resources *(If applicable)*	Total Nameplate Capacity of all Prohibited Resources [capacity kW] *(If applicable)*	Default Adjustment Value (*) [capacity kW] *(If applicable)*
			I will not use the resource to reduce load~~m~~ during any Demand Response Event.	I may have to run them during Demand Response Events.			
1.		☐	☐	☐			
2.		☐	☐	☐			
3.		☐	☐	☐			
4.		☐	☐	☐			
5.		☐	☐	☐			
6.		☐	☐	☐			
7.		☐	☐	☐			
8.		☐	☐	☐			
9.		☐	☐	☐			
10.		☐	☐	☐			
11.		☐	☐	☐			
12.		☐	☐	☐			
13.		☐	☐	☐			
14.		☐	☐	☐			
15.		☐	☐	☐			
16.		☐	☐	☐			
17.		☐	☐	☐			
18.		☐	☐	☐			
19.		☐	☐	☐			
20.		☐	☐	☐			

(*) Only if the prohibited resource(s) will be used for operational, health, and safety purposes during DR events. The total Default Adjustment Value (DAV) of the resource(s) will be subtracted from the Potential Load Reduction or Nominated Capacity. The DAV of all prohibited resources should equal the Total Nameplate Capacity.

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

AT&T

Albion Power Company
Alta Power Group, LLC

Anderson & Poole
BART

Ava Community Energy

BART
Buchalter
Barkovich & Yap, Inc.
Biering & Brown LLP
Braun Blaising Smith Wynne, P.C.

California Community Choice Association
California Cotton Ginners & Growers Association
California Energy Commission
California Hub for Energy Efficiency
California Alternative Energy and Advanced Transportation Financing Authority
California Public Utilities Commission
Calpine
Cameron-Daniel, P.C.
Casner, Steve
Center for Biological Diversity
Chevron Pipeline and Power

Clean Power Research
Coast Economic Consulting
Commercial Energy
Crossborder Energy
Crown Road Energy, LLC

Davis Wright Tremaine LLP
Day Carter Murphy
Dept of General Services
Douglass & Liddell
Downey Brand LLP

Ellison Schneider & Harris LLP

Electrical Power Systems, Inc. Fresno
Engie North America
Engineers and Scientists of California

GenOn Energy, Inc.
Green Power Institute

Hanna & Morton LLP

ICF consulting
iCommLaw

International Power Technology Intertie
Intestate Gas Services, Inc.

Kaplan Kirsch LLP
Kelly Group
Ken Bohn Consulting
Keyes & Fox LLP

Leviton Manufacturing Co., Inc.
Los Angeles County Integrated Waste Management Task Force

MRW & Associates
Manatt Phelps Phillips
Marin Energy Authority
McClintock IP
McKenzie & Associates
Modesto Irrigation District
NLine Energy Inc.
NOSSAMAN LLP
NRG Energy Inc.

OnGrid Solar

Pacific Gas and Electric Company
Peninsula Clean Energy
Pioneer Community Energy

Public Advocates Office
Redwood Coast Energy Authority

Regulatory & Cogeneration Service, Inc.
Resource Innovations
Rockpoint Gas Storage

San Diego Gas & Electric Company
San Jose Clean Energy
SPURR

Sempra Utilities

Sierra Telephone Company, Inc.
Southern California Edison Company
Southern California Gas Company

Spark Energy

Sun Light & Power
Sunshine Design
Stoel Rives LLP

Tecogen, Inc.
TerraVerde Renewable Partners
Tiger Natural Gas, Inc.

Utility Cost Management

Water and Energy Consulting

Yep Energy