

BEFORE THE PUBLIC UTILITIES COMMISSION  
OF THE STATE OF CALIFORNIA



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Order Instituting Rulemaking Regarding Policies and  
Protocols for Demand Response Load Impact Estimates,  
Cost-Effectiveness Methodologies, Megawatt Goals and  
Alignment with California Independent System Operator  
Market Design Protocols.

Rulemaking 07-01-041  
(Filed January 25, 2007)

**JOINT PARTIES' PROPOSED DIRECT PARTICIPATION RULES**

**Sara Steck Myers**  
**Attorney for Joint Parties**  
122 - 28th Avenue  
San Francisco, CA 94121  
Telephone: 415-387-1904  
Facsimile: 415-387-4708  
Email: [ssmyers@att.net](mailto:ssmyers@att.net)

**Mona Tierney-Lloyd**  
**Director of Regulatory Affairs**  
**EnerNOC, Inc.**  
P. O. Box 378  
Cayucos, CA 93430  
Telephone: 805-995-1618  
Facsimile: 805-995-1678  
Email: [mtierney-lloyd@enernoc.com](mailto:mtierney-lloyd@enernoc.com)

**Rich Quattrini**  
**VP of Marketing and Business Development**  
**EnergyConnect, Inc.**  
901 Campisi Way, Suite 260  
Campbell, CA 95008  
Telephone: 408-340-7940  
Facsimile: 866-858-0478  
Email: [rquattrini@energyconnectinc.com](mailto:rquattrini@energyconnectinc.com)

**Sue Mara, Consultant to**  
**Alliance for Retail Energy Markets and**  
**Direct Access Customer Coalition**  
RTO Advisors, L.L.C.  
164 Springdale Way  
Redwood City, CA 94062  
Telephone: 415- 902-4108  
Facsimile: 650-369-8268  
Email: [sue.mara@rtoadvisors.com](mailto:sue.mara@rtoadvisors.com)

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**JOINT PARTIES' PROPOSED DIRECT PARTICIPATION RULES**

EnerNOC, Inc., Energy Connect, Inc., the Alliance for Retail Energy Markets (AReM),<sup>1</sup> and the Direct Access Customer Coalition (DACC)<sup>2</sup> (“Joint Parties”) respectfully submit their Proposed Direct Participation Rules in the Rulemaking (R.) 07-01-041 (Demand Response (DR)), Phase IV (Direct Participation Phase). These proposed rules are filed and served pursuant to the Commission’s Rules of Practice and Procedure and the Administrative Law Judge’s (ALJ’s) Ruling of February 17, 2011 (February 17 ALJ’s Ruling).<sup>3</sup>

**I.  
INTRODUCTION**

On March 15, 2011, Pacific Gas and Electric Company (PG&E), Southern California Edison Company (SCE), and San Diego Gas and Electric Company (SDG&E) submitted a Joint Investor-Owned Utilities’ (IOUs’) Straw Proposal for a Draft Tariff Rule 24, Pro Forma Service Agreement, and Demand Response Provider (DRP) Registration Application Form (Joint IOUs’ Straw Proposal). The Joint Parties, heretofore referred to as the DR Aggregators, submitted redlines of the Joint IOUs’ Straw Proposal on April 11, 2011. After the initial working group

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<sup>1</sup> AReM is a California non-profit mutual benefit corporation formed by electric service providers that are active in the California’s direct access market. This filing represents the position of AReM, but not necessarily that of a particular member or any affiliates of its members with respect to the issues addressed herein.

<sup>2</sup> DACC is a regulatory alliance of commercial, industrial, and governmental customers who have opted for direct access to meet some or all of their electricity needs.

<sup>3</sup> February 17 ALJ’s Ruling, at p. 6.

meeting held on March 21, subsequent working group meetings were held on April 5, 13, and 26 during which the Proposals were discussed.

The purpose of these documents is to comply with the directive in the February 17 ALJ's Ruling that the working group submit proposed direct participation rules on May 2, 2011. However, since consensus was not reached in the working group meetings, the Joint Parties hereby submit their proposed direct participation rules and expect the IOUs to submit one or more separate filings specifying their proposed direct participation rules. At the request of Energy Division, as part of this filing, the Joint Parties have provided clean and redline versions of the proposed direct participation rules based on the Joint IOUs' Straw Proposal submitted on March 15.

The Joint Parties comprise demand response providers (DRPs), Electric Service Providers (ESPs), which may also provide DRP services, and direct access customers (DACs), which have provided significant demand response resources to California markets. Together, the Joint Parties have joined in responding to the Joint IOUs' Straw Proposals and related documents with their own recommended modifications on each. This effort was designed to provide a uniform position in response to the Joint IOUs' Straw Proposals, but, where subsequent differences in opinion exist on issues addressed, each of the Joint Parties reserve the right to file future pleadings individually and independently.

For purposes of this submission, however, the Joint Parties collectively support the comments and redline changes to the Joint IOUs' Straw Proposals, agreement, and registration form submitted herein. Specifically, attached and incorporated hereto, are the following:

APPENDIX A: Clean Version of Joint Parties' Comments on Joint Utilities' Draft Electric Rule 24.

APPENDIX B: Redlined Version of Joint Parties' Comments on the Joint Utilities' Draft Electric Rule 24.

APPENDIX C: Clean Version of Joint Parties' Version of Demand Response Provider's Service Agreement.

APPENDIX D: Redlined Version of Joint Parties' Version of Demand Response Provider's Service Agreement.

APPENDIX E: Flow Charts of Registration Process

APPENDIX F: Redlined Customer Information Service Requests (CISR) Form

APPENDIX G: Public Utilities Commission of Texas Code and Agreement to Allow the Installation of Pulse Device Connections

The comments and redline changes included in these documents represent the current thinking of the Joint Parties developed through participation in noticed working group meetings and separately scheduled conference calls. Joint Parties reserve the right to supplement or modify the positions contained in the attachments based upon further discussion, review, and analysis either individually or collectively.

## **II. OVERVIEW OF JOINT PARTIES' PROPOSED RULES AND RECOMMENDED CHANGES**

### **A. Applicability of Proposed Rule 24, Service Agreement and Registration Process to Direct Access Customers and Medium-to-Large Commercial and Industrial Customers.**

The most significant area of disagreement between the Joint Parties and the IOUs relates to the IOUs' position that registration requirements, and, therefore, Commission oversight, should be imposed upon all third-party DRPs that provide DR services to any residential, commercial, or industrial retail customer, including direct access and Community Choice Aggregation (CCA) customers. Joint Parties do not agree with this position and, moreover, believe that the IOUs interpretation of previous Commission's decisions on these points is in error for the reasons discussed below.

## **1. Medium-to-Large Commercial and Industrial Customer's Registration and Consumer Protections.**

First, Commission Decision 10-12-060 (D.10-12-060) is clear about this phase of the proceeding as it relates to examining the need for consumer protections for residential and small commercial retail customers. Conclusion of Law 5 states:

“The Commission will consider whether it is reasonable to require the development of consumer protections for residential and small commercial IOU customers that receive DR services from DRPs in connection with the Commission’s statutory authority to ensure the safety and reliability of practices impacting public utility service.”

Further, Order Paragraph 3 states:

“The demand response load of IOU residential and small commercial retail customers that receive demand response service from DRPs shall not be bid directly into the CAISO’s wholesale market until the Commission either adopts consumer protections, or determines that none are needed.”

Joint Parties do not agree that consumer protections need to be adopted before retail customers can participate in CAISO’s Proxy Demand Resource (PDR). Rather, these protections are only necessary for residential and small commercial customers on bundled utility service.<sup>4</sup>

Further, Joint Parties believe that registration of a DRP with this Commission is unnecessary for the following reasons:

1. Prior to registering customers in CAISO’s PDR, DRPs must sign the CAISO’s DRP Agreement, agreeing to abide by CAISO’s Tariff and become or obtain a scheduling coordinator. The CAISO will post registered DRPs on its website. Violation of CAISO’s Tariff may result in penalties, referrals to FERC for evaluation of alleged market violations or, potentially, termination of the DRP Agreement by CAISO.<sup>5</sup> Further, FERC has shown itself to be willing to prosecute violations of Federal Tariffs.
2. Prior to registering customers in CAISO’s PDR, DRPs must sign a DRP Service Agreement with the utility distribution company (UDC) in whose service territory the DRP will provide direct participation demand response service. The Commission may require the IOUs to post a list of the DRPs with whom they have signed DRP Service

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<sup>4</sup> As discussed below, Joint Parties propose specific consumer protection provisions for residential and small commercial customers on bundled utility service in Section B.12 of Rule 24.

<sup>5</sup> CAISO DRP Agreement, Section 3.2; CAISO Tariff Section 37.

Agreements on the IOU's website. The DRP Service Agreement will require the DRP to abide by Electric Rule 24. Violations of the DRP Service Agreement or material aspects of Rule 24 can result in termination of the DRP Service Agreement

3. Customers will be able to verify that the DRP is legitimate through the IOU and CAISO posting. Therefore, the CPUC "process", as yet undefined, adds no more legitimacy to the DRP than those that would exist through the process stated above with the IOU and the CAISO.
4. Both the CAISO and Rule 24 require credit demonstrations and technical capability prior to offering services.
5. Medium-to-Large Commercial and Industrial Customers sign legal documents frequently enough to be able to represent themselves in contract negotiations and to seek remedies for contract infractions. The CPUC provides very little additional protection to that which is already available to these customers.

Therefore, the Joint Parties believe no additional consumer protections or registration process with the CPUC is necessary for medium-to-large commercial and industrial customers.

## **2. Direct Access Customers**

D.10-12-060 upheld the ability of ESPs to provide direct participation demand response services directly or through third-party DRPs, as provided in D.10-06-002, without further requirement.

"This decision does not prohibit electric service providers (ESPs) from engaging in direct bidding of retail DR on behalf of their own customers, either on their own or through third party DRPs."<sup>6</sup>

As such, Rule 24 does not apply to direct access customers nor is there need for registration of DRPs enrolling direct access customers with the CPUC before participating directly in the CAISO's demand response products or for ESPs or a direct access customer to sign a separate DRP Service Agreement with the IOU.

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<sup>6</sup> D.10-12-060, at p. 9.

## **B. Application of Rule 24 to the IOU Acting as a DRP and Nondiscrimination**

The rules and requirements, as proposed by the IOUs, do not ensure that the IOU, acting as the DRP, is obligated to meet the same rules and requirements imposed on third-party DRPs, which creates significant competitive concerns and could distort or otherwise limit the DR market. Therefore, the Joint Parties have inserted language into Rule 24 to ensure equitable treatment of customers irrespective of the DRP, ensure non-discriminatory treatment of third-party DRPs by the UDC, and include prohibitions on the use of information received by the IOU in the enrollment process to advance its own services.

## **C. PDR Enrollment**

The IOUs have proposed several layers of process for enrolling a customer in PDR:

1. Submission of a Customer Information Service Request (CISR) (20 days).
2. Submission of a new request form to obtain customer mapping information, specifically the sub-LAP and PNode information, which the CAISO requires for registering a PDR. (unknown response time).
3. Submission of a Demand Response Service Request (DRSR), an extensive electronic process wherein the DRP and the customer indicate an intent to participate in the CAISO's demand response products and wherein the IOUs conduct various internal processes to review the requests and use the results of the process, in part, to maintain a database of customers and DRPs. (Minimum of 5 days).
4. Registration of PDR in CAISO wherein the UDC and the load-serving entity (LSE), which are one and the same for the IOUs, have an opportunity to review the registration and recommend continuation or rejection of the PDR registration. (10 days).

The IOUs have stated that the DRSR process alone will require 9-12 months and significant Information Technology (IT) resources to implement. Further, as stated by SDG&E at the April 26<sup>th</sup> Working Group Meeting, SDG&E does not believe the electronic DRSR process, akin to the DASR process, is necessary for enrollment of DR customers. Rather, SDG&E intends to use a manual process, similar to that used for gas aggregation customers, as SDG&E does not expect a large volume of demand response customer participation as has

participated in direct access and believes that the manual process will be less costly and require less time to implement.

The Joint Parties believe that the IOUs' process contains too many, and unnecessary, steps that will be costly to implement and require UDC/LSE review, which is redundant with the CAISO process for registering DRPs and PDR. Taken together, the IOUs' process creates barriers to entry and slows the process of enrolling a customer in PDR, which discourages, rather than facilitates participation. Further, Joint Parties do not agree that the utility must perform the role of "DR gatekeeper" by maintaining a master database of PDR registrations. The CAISO will already be checking to ensure that a service account is not enrolled with more than one DRP and retaining this information in its Demand Response System (DRS) that can be accessed by the LSE or UDC at any time..

By contrast, Joint Parties propose a simple process, which builds on the existing processes already in place at the IOUs and the CAISO and seeks to facilitate participation by customers. This proposed process is set forth in the Joint Parties' modifications to Rule 24 (Appendices A and B).

In short, Joint Parties recommend the following PDR enrollment processes for bundled, CCA and direct access customers:

1. DRPs will submit a CISR to obtain the information necessary to enroll a customer in PDR, in addition to requesting access to meter data necessary to allow the DRP to schedule and settle with the CAISO. The CISR will be modified so as to include the customer's mapping information and the customer's eligibility to participate in PDR with a non-utility DRP.<sup>7</sup> (The utilities have indicated that some bundled customers may be ineligible if they have made a term commitment to the utility.)

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<sup>7</sup> SDG&E also indicated, at the April 26<sup>th</sup> Working Group Meeting, that they intend to develop a separate CISR, possibly CISR-DR, for purposes of including the information that would be necessary for direct participation demand response customers to enroll in PDR. Since SDG&E does not expect a large volume of DR requests, SDG&E thought it would be less confusing to modify the current agreement than to develop a new CISR for use by demand response customers.

2. The DRP will enroll the customer in PDR. Pursuant to the CAISO's existing PDR process, the UDC and LSE will have 10 days to review the registration for accuracy. If the information is correct, the PDR will be registered with CAISO. If the information is inaccurate or the customer is ineligible, the UDC or LSE will inform the CAISO and the DRP and the PDR registration will be rejected. The Joint Parties will discuss an expedited dispute resolution process later in this document. The CAISO will ensure that service accounts are not associated with more than one DRP.

To assist in the review of the enrollment process proposed by the Joint Parties, flow charts contained in Appendix E offer a visual representation of the Joint Parties' proposed process. Flow chart #1 describes the complete process by which a DRP would register with the CAISO and UDC, enroll a customer and register the PDR with the CAISO. This flow chart assumes that no registration issues arise during the process. Flow chart #2 portrays the dispute process if the CAISO, LSE or UDC dispute enrollment of specific customers during the registration process. The Joint Parties also provide a redline of the IOUs' current CISR showing the limited additional information to be added pursuant to the Joint Parties' proposed process (Appendix F).

#### **D. Proposed DRP Service Agreement**

The primary purpose of the Service Agreement between an IOU and a DRP is to ensure that each abides by Rule 24, when such rules are adopted by the Commission, since it is those rules that will govern retail customers' participation in CAISO's PDR and reliability demand response program (RDRP) with third-party aggregators or the IOU acting as a DRP. Further, if the Commission orders a financial settlement between DRPs and the IOUs,<sup>8</sup> the Service Agreement, in conjunction with Rule 24, will establish the terms and conditions of that settlement process. To the extent the Commission authorizes the IOUs to levy fees associated with specific services requested by the DRP and provided by the IOU, the DRP Service

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<sup>8</sup> The issue of financial settlements is pending resolution in this proceeding.

Agreement, in conjunction with Rule 24, would provide the terms and conditions under which those fees are levied and paid.

Conference calls were held to discuss the DRP Service Agreement on April 19<sup>th</sup> and April 22, 2011. Progress was made toward reducing the issues between the parties. Some of the changes contained in the Joint Parties' DRP Service Agreement (Appendices C and D) are as follows:

1. The references to DRPs' obligations in the DRP Service Agreement refer to Rule 24 specifically and not the IOU Tariff generally.
2. Any reference to charges that the IOU would bill the DRP should be explicitly cited and approved by the CPUC for DRPs. (Paragraph 1.1, 2.1, Section 5)
3. While the parties did not produce a definition of Material Breach as it relates to an event of default (Section 4), the section was modified to apply to material violations of the Agreement or Rule 24 and to each of the Parties.
4. Section 18.1, Unauthorized Use of Energy, was deleted.
5. Changes were also made to the language dealing with limitation of liability and dispute resolution.
6. Significant changes to Rule 24 or the DRP Service Agreement can trigger an opportunity to terminate the Agreement by either Party.

#### **E. Proposed Rule 24**

Joint Parties propose that the following significant changes be made to the Joint IOUs' Straw Tariff Rule 24, consistent with the redline version attached hereto as Appendix B:

1. Clarify that the Rule applies to the IOUs, in this case, PG&E, as the DRP as well as to third-party DRPs. (Section A).
2. Edit the Rule so as to make clear the role that the utility is playing in each provision and to spell out clearly the rules, responsibilities, and rights of the IOU when acting in each of these roles.
3. Specify that the rule regarding non-discrimination applies to the utility and prevents the utility from using information obtained through the enrollment process to advance its services over those of a third-party DRP. (Section B.2.a.1-3)
4. Simplify the enrollment process, including the elimination of a Demand Request Service Request (DRSR). (Section B.5.e. and Section E)

5. Include an expedited dispute resolution process for disputes regarding customer enrollments in PDR, wherein the CPUC's Energy Division will, upon request, review the information and issue a decision within 10 days. (Section B.2.g)
6. Disputes the Joint IOUs' Straw Proposal's contention that all DRPs must register with CPUC (B.4.b.). Joint Parties therefore contain a registration process for DRPs serving residential and small commercial customers only. (Section B.5.b. and D.2.)
7. Disputes the Joint IOUs' requirement to have access to a third-party DRP's Scheduling Coordinator or data because, for the most part, the data needed for settlement will originate with the IOU. Further, DRPs will be paying for the services of, or the cost to become, a scheduling coordinator. The IOUs cannot demand access to this information. (Section B.5.d.).
8. The Joint IOU's Straw Proposal for Rule 24 would require the DRP (Notification of Event (Section B.5.e.)) to notify the IOU and the MDMA of a CAISO event in which the PDR resource is dispatched. Joint Parties believe CAISO will notify the IOU, acting as the LSE, when the PDR is dispatched, and therefore a requirement for the DRP to provide such notice is duplicative and unnecessary.
9. The Joint Parties' Proposed Rule 24 is modified to spell out the requirement of the IOU acting as the MDMA or MSP to ensure the DRP and its customers receive timely access to data and metering equipment necessary to schedule and settle with the CAISO. The Joint Parties' Rule 24 includes the ability to request MSP installation of a KYZ Pulse Device in the event the IOU is not capable of providing timely meter information. (An agreement approved by the Public Utility Commission of Texas as well as the authorizing code section is attached to the filing in Appendix G.) While Joint Parties understand that the Commission is expected to release a proposed decision in the Smart Grid Proceeding (R.08-12-009) regarding access to customer data and privacy, the Joint Utilities' draft rules as to access to customer data are impermissibly vague and could cause the Rule to be ineffective as access to data is critical for participation in CAISO's demand response products. (Section B.4. e. and E.2.c.)
10. As it relates to Service Fees (Section B.14), only those fees, if any, which the CPUC believes are relevant for participation in PDR or RDRP and which are separately approved by the CPUC should be specifically referenced in Rule 24.
11. Joint Parties' Rule 24 includes consumer protection provisions for DRPs enrolling residential and small commercial bundled utility customers that require the DRP to obtain Energy Division approval of standard terms and conditions and allowing such customers time to opt-out of the program (Section B.12).
12. If the IOU is the DRP for direct access or CCA customers, the IOU is obligated to provide timely data required for settlement to the ESP or CCA as application (Section C.2).
13. In addition to concerns about the lack of specificity for purposes of accessing customer data, Joint Parties are concerned about the requirement of the installation of interval meters in order for a customer and the DRP to participate in the wholesale market. For commercial and industrial customers above 200 kW, most already have interval meters. For Direct Access customers, interval meters have been installed down to 20 kW.

Further, there is an overlay of the roll-out of smart meters, the exact timing of the roll-out to various customer classes varies by utility. In any case, neither a customer nor a DRP should be required to pay the utility for an interval meter or a smart meter when those meters are either required or will be imminently provided through the smart meter roll-out. The only question is of the timing. The Rule has been revised to allow a customer to request an earlier meter installation in order for a customer to directly participate in CAISO than would otherwise occur under the roll-out. Customers, or their DRPs, should be able to request an earlier installation. (Section E.2.b.1.)

14. Clarification is required as to whether only the IOU will provide revenue quality meter data (RQMD) or if KYZ pulse devices will qualify.
15. If the IOU is acting as the MDMA, it is obligated to meet the CAISO's requirements to provide settlement quality meter data (sections B.3 and E).
16. Credit Requirements (Section J) should only apply if settlements are ordered by CPUC or if CPUC-approved service charges apply.
17. Financial Settlements (Section K) should be included only if the CPUC approves such settlements. This section would then be redrafted to describe the applicable settlement calculation and payment process approved by the CPUC.

### **III. CONCLUSION**

The Joint Parties appreciate this opportunity to address the important topic of future rules and agreements that may govern Direct Participation. The Joint Parties strongly urge that the Commission, if it elects to adopt such rules and agreements for Direct Participation, should adopt the recommendations, comments, and redline changes offered by the Joint Parties in Appendices A through E, attached and incorporated hereto.

Respectfully submitted,

May 2, 2011

/s/ SARA STECK MYERS

Sara Steck Myers

On Behalf of Joint Parties

122 – 28<sup>th</sup> Avenue  
San Francisco, CA 94121  
Telephone: (415) 387-1904  
Facsimile: (415) 387-4708  
Email: [ssmyers@att.net](mailto:ssmyers@att.net)

**APPENDIX A**

**JOINT PARTIES' PROPOSED RULE 24**



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

Sheet 1

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Issued by  
**Jane K. Yura**  
Vice President  
Regulation and Rates

Date Filed \_\_\_\_\_  
Effective \_\_\_\_\_  
Resolution No. \_\_\_\_\_



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

Sheet 2

A. APPLICABILITY

(N)

Pacific Gas and Electric Company (PG&E) acts on behalf of its customers as a Utility Distribution Company (UDC). For some of its customers, it also acts as a Load Serving Entity (LSE), Demand Response Provider (DRP), Meter Data Management Agent (MDMA) and Meter Service Provider (MSP). PG&E is generally referred to throughout this Rule 24 by its role as a UDC, unless a different role is otherwise clearly stated.

This Rule describes the terms and conditions that apply to: 1) Pacific Gas and Electric Company's (PG&E) Bundled Service customers, as defined in Rule 1, 2) Direct Participation Demand Response Providers (DRPs) who participate in one or more of the California Independent System Operator's (CAISO's) direct participation wholesale market mechanisms (such as Proxy Demand Resource (PDR) and the Reliability Demand Response Product (RDRP)) enrolling Bundled Service customers, 3) PG&E acting as the DRP participating in one or more of the CAISO's direct participation wholesale market mechanisms enrolling customers receiving Bundled Service or customers receiving Direct Access or Community Choice Aggregation (CCA) service, and 4) PG&E acting as the UDC MDMA or MSP. Rule 24 is not applicable to DRPs enrolling direct access customers.

Unless otherwise stated, all references to Demand Response (DR) service shall refer to the Demand Response activities associated with an end-use customer or a DRP's participation in the CAISO wholesale market through the direct participation mechanisms where a customer reduces its electric demand at the prompting of the CAISO, their DRP, their DRP acting in accordance with the market awards and dispatch instructions issued by the CAISO, or their DRPs acting in accordance with orders by the UDC.

DRPs enrolling Bundled Service customers defined as residential or small commercial customers in Rule 1, Definitions, shall be registered with the California Public Utilities Commission (CPUC) and CAISO and have executed PG&E's DRP Service Agreement. DRPs enrolling bundled service customers other than residential and small commercial customers must execute the applicable agreements with the CAISO and PG&E's DRP Service Agreement.

Unless prohibited by the CPUC (which is the Local Regulatory Authority, or LRA), PG&E's bundled service customers may elect to participate in Demand Response service through a DRP. PG&E may also act as a DRP for its bundled service customers or for direct access customers by bidding the Demand Response provided under its CPUC-approved DR programs into CAISO markets. A customer may not simultaneously enroll load associated with the same service account number in PDR with more than one DRP. Customers who choose to enroll or participate in any DRP DR program, where PG&E is not the DRP, will be removed from any and all of PG&E CPUC-approved dispatchable demand response programs (subject to any contractual obligations) and PG&E will notify the customer that it will be switched to an otherwise applicable rate schedule (OAS) when

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

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the PDR enrollment becomes active.

In cases where a customer elects to participate in a PG&E CPUC-approved demand response program, PG&E will act as the DRP for that customer and PG&E shall be subject to the conditions of this Rule as specified for DRPs.

**B. GENERAL TERMS**

**1. Definitions**

The definitions of principal terms used in this Rule are found either herein or in Rule 1, Definitions. Unless otherwise stated, all references to "customer" in this rule will refer to any LSE's customers who have elected to participate in direct participation DR service through a DRP as defined by Rule 1. Unless otherwise stated, all references to "service account" shall refer to individual customer meters.

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**DIRECT PARTICIPATION DEMAND RESPONSE**

Sheet 3

**B. GENERAL TERMS (Cont'd.)**

(N)

**1. Definitions (cont.)**

The descriptive headings of the various sections of this Rule have been inserted for convenience of reference only and shall in no way define, modify, or restrict any of the terms and provisions thereof.

**2. General Obligations of PG&E**

**a. Non-Discrimination and Competitive Neutrality**

**1. Neutral Discharge of Responsibilities**

PG&E, acting in any capacity, shall discharge its responsibilities under this tariff in a neutral manner as it relates to unaffiliated providers of all services that are subject to a customer's election to participate in direct participation DR service administered by the CAISO. Unless otherwise authorized by the CPUC, the Federal Energy Regulatory Commission (FERC), or the affiliate transactions rules, PG&E shall not:

provide or represent that it will provide to itself, its affiliates or customers of itself or its affiliates any preferential treatment with regard to the provision of PG&E services than other, unaffiliated, service providers would receive as a result of affiliation with PG&E, including, but not limited to, terms and conditions, information, pricing or timing.

**2. Non-Discriminatory Response to Requests for PG&E Services**

PG&E acting in any capacity, shall process requests for similar PG&E services in the same manner and within the same period of time for itself its affiliates, customers of itself and its affiliates and for all unaffiliated market participants and their respective customers.

**3. Competitive Neutrality**

PG&E employees or contractors shall not use competitive information received from unaffiliated DRPs in the discharge of PG&E's roles and responsibilities in the Rule to advance or promote PG&E services to customers or potential customers of the unaffiliated DRP so as to disrupt, disturb or interfere with the business relationship between the customer and the unaffiliated DRP or to advantage PG&E's services. PG&E will be subject to CPUC sanction and monetary penalty for violation of these requirements.

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(Continued)



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

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c. Timeliness and Due Diligence

Consistent with state law and CPUC decisions, PG&E acting in any capacity shall exercise due diligence in meeting its obligations and deadlines under this tariff so as to facilitate a customer's election to participate in direct participation DR services in CAISO's wholesale markets as quickly as possible.

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

Sheet 4

B. GENERAL TERMS (Cont'd.)

(N)

2. General Obligations of PG&E (cont.)

d. Customer Enrollment in DRP Programs

PG&E, as the UDC, shall provide any requested information in a timely fashion to the designated third party to facilitate a customer's enrollment in a DRP program.

e. Review of the CAISO DR Product Registrations

PG&E, acting as the UDC, shall review all registrations of DR resources submitted by a DRP (including, but not limited to, PDR and RDRP products) at the CAISO solely to ensure accuracy of the customer information presented. PG&E will conduct such review in accordance with the timelines and requirements set forth in the CAISO's Business Practice Manuals (BPMs). PG&E shall notify the CAISO and the DRP if the customer information presented in the DR Product registration is inaccurate and specify the inaccuracy. To the greatest extent possible, PG&E and the DRP shall coordinate and cooperate to provide an accurate registration. However, PG&E may propose rejection of a PDR or a portion of a PDR if the information contained in the registration is inaccurate, the customer is not eligible to participate in PDR due to a contractual commitment the customer has made to a PG&E demand response service or if the DRP has not signed a Direct Participation Service Agreement.

f. Provision of Customer Data by PG&E

In response to a Customer Information Service Request (CISR), PG&E shall provide customer data to a DRP or customer in accordance with Section C. This customer data shall include, but not be limited to, 12-month's of historical usage data, the meter number, the service account number, the location in the CAISO grid as required by the CAISO including the associated sub-LAP and Pnode(s), identification of the customer's MDMA and MSP, identification of the customer's LSE, whether the customer is currently enrolled in any PG&E retail DR program, and whether the customer is eligible to participate in another DRP program. The DRP or customer can also request the provision of continuous meter data for the purpose of scheduling and settling the PDR with the CAISO.

g. Resolution of Disputes Regarding PDR Registration Rejections

(N)

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To the extent the DRP disputes the basis for a recommended rejection of a PDR registration by an LSE or UDC, the DRP may request the CPUC review the information used as a basis for recommending rejection and determine if the cause was legitimate. The Energy Division Staff will review the information associated with the PDR and the basis for rejection and either uphold or override the rejection within 10-days of receiving the request for review.

3. General Obligations of PG&E Acting as the MDMA

The MDMA is the entity responsible for providing accurate and timely meter data to the DRP in accordance with the applicable timelines and requirements set forth in the CAISO's tariff and applicable BPMs, in order to permit the accurate measurement of performance of the DR resources for purposes of submitting accurate bids to and settlements with the CAISO. The MDMA is liable for payment (or reimbursement to the PDR's Scheduling Coordinator) of any charges or penalties due to its non-compliance with such applicable CAISO rules.

a. Accurate Meter Data

The MDMA must ensure that the information that it transmits to the DRP is accurate and has been subjected to approved VEE processes and is revenue quality meter data, unless such process would result in a delay such that the DRP could not meet the data submission requirements of the CAISO for purpose of settlement. The MDMA and the DRP will agree to alternative means of calculating or estimating usage data acceptable to the CAISO in the event VEE processes do not allow for timely submission of data to the CAISO.

b. Timeliness of Data Transfer

The MDMA must transfer the VEE data to the DRP within a reasonable period of time (24 hours) so that the DRP can examine the event performance as soon as practical. The MDMA shall also comply with the timelines set forth in the CAISO's BPMs for submission of revenue quality meter data.

c. Granularity

The data must meet the minimum data interval requirements for the service provided to the CAISO.

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d. Non-Discrimination

PG&E shall provide MDMA services on a non-discriminatory basis to all customers and DRPs that request them, including to PG&E, acting as a DRP. If any customer or DRP, including PG&E, acting as a DRP, requests specific MDMA services, beyond what the MDMA would provide for PG&E billing purposes, the DRP will pay for those services at the CPUC-approved rate.

4. General Obligations of PG&E Acting as the MSP

The MSP is the entity responsible for providing accurate meters in accordance with the CAISO's tariff and applicable BPMs for use by the MDMA to the DRP. The MSP is liable for payment (or reimbursement to the PDR's Scheduling Coordinator) of any charges or penalties due to its non-compliance with such applicable CAISO rules.

a. Accuracy of Meter Equipment

The MSP must ensure that the meter equipment is accurate within acceptable limitations as specified in PG&E's applicable rules, including testing as necessary and required, and complies with the applicable requirements set forth in the CAISO's tariff and applicable BPMs

b. Intervals

The MSP must ensure that the meter device at the customer's location meets the minimum data interval requirements for the services provided to CAISO.

c. Meter Installations

The MSP must ensure that customers wishing to participate in CAISO's DR services have the appropriate metering devices so as to permit participation, including responding to requests by customers for appropriate metering equipment on a timely basis. In no event shall the MSP install telemetry equipment at the customer's location unless the customer, or its DRP, has specifically requested the equipment and has agreed to pay for the device.

d. Non-Discrimination

PG&E shall provide MSP services on a non-discriminatory basis to all customers and their DRPs that request them, including to PG&E acting as a DRP. If any customer or DRP, including PG&E, acting as a DRP, request

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specific MSP services, the DRP will pay for those services at the CPUC-approved rate.

e. KYZ Pulse Installations

Upon the request of the customer or the DRP, the utility shall install KYZ pulse counting devices so as to permit the customer and its DRP with access to near-real time meter data information in the event the utility is not able to provide access to customer meter data information on an interval necessary to facilitate CAISO DR transactions or on a frequency to permit settlements to occur. These pulse readings may satisfy CAISO revenue quality meter data requirements so long as the KYZ pulse device is accurate within the standards established in PG&E's applicable rules. The customer or its DRP will be responsible for the cost of the installation.

5. General Obligations of DRPs Enrolling Bundled Service Customers

This Section is applicable to all DRPs enrolling bundled service customers, including PG&E acting as the DRP. Requirements for PG&E acting as the DRP for direct access customers and Community Choice Aggregation (CCA) are specified in Section C.

a. Timeliness and Due Diligence

DRPs shall exercise due diligence in meeting their obligations and deadlines under this tariff so as to facilitate customer enrollment in DR service as quickly as possible. To the extent ordered by the CPUC, DRPs shall make all payments resulting from CPUC-authorized charges owed to PG&E for services specified under this tariff in a timely manner subject to applicable payment dispute provisions.

b. CPUC requirements for DRPs Enrolling Residential and Small Commercial Bundled Service Customers

The California Public Utilities Commission has established a series of requirements for DRPs enrolling residential and small commercial bundled service customers. These are:

- Registering with the Commission;
- Registering the DR services with the CAISO;
- Obtaining or becoming a certified scheduling coordinator;
- Sending a pre-approved formal notice to each customer enrolling in

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the PDR.

These requirements are defined in the CPUC's web page for DRPs.

c. Arrangements Between DRPs and Their Customers

DRPs shall be solely responsible for having appropriate contractual or other arrangements with their customers necessary to implement DR service consistent with all applicable laws, CAISO requirements, CPUC requirements, if any, and this tariff. No other entity shall be responsible for monitoring, reviewing, or enforcing such contracts or arrangements.

d. Scheduling Coordinator (SC)

In accordance with the CAISO's tariff, a DRP must become or contract with a scheduling coordinator prior to registering customers into a CAISO DR product for purposes of scheduling and settling with the CAISO. Only one DRP shall be associated with a service account for the purpose of participating in a CAISO DR product.

e. Notification of Planned Enrollment

If a customer is already enrolled in another DRP's DR program, the UDC via the CISR process will notify the existing DRP. The existing DRP may have contractual agreements with the customer and disputes between DRPs regarding contractual agreements, which the affected parties shall endeavor to resolve prior to the customer's enrollment in the planned DR service.

f. Registration of Customers at the CAISO

DRPs shall be solely responsible for registering DR resources at the CAISO with the customers to whom they are providing DR services (using an existing CAISO DR market mechanism).

g. Notification of Customer Enrollment in DR Service

The CAISO, through its registration process for DR services, will notify the UDC of an enrollment by a customer and the UDC shall respond in accordance with Section B.2.e. DRPs shall not be responsible for providing separate notification to PG&E of an enrollment by a customer in DR services.

h. Utilizing the Meter Data Management Agent (MDMA)

A DRP shall utilize the MDMA chosen by the customer (or LSE) for gaining access to Revenue Qualify Meter Data (RQMD). DRPs shall be solely

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responsible for notifying the MDMA of the customer's registration and approval in a CAISO DR Product and any subsequent updates. The DRPs shall be solely responsible for notifying the customer's MDMA of the effective date of the DRP's CAISO DR Product registration. To the extent that PG&E is the MDMA, PG&E's review of the DRP's CAISO PDR registration is considered to satisfy the notice to the MDMA under this Section.

i. Notification of Event

DRPs shall be solely responsible for notifying PG&E, acting as the LSE, and the applicable MDMA of any accepted CAISO market award or dispatch of the customer's DR capability. The DRP shall notify the LSE and MDMA no later than two (2) days after a CAISO market award or dispatch. The DRP shall also indicate the type of market event, the CAISO market award or dispatch, and the time of the CAISO energy market award or dispatch.

6. Transfer of Cost Obligations Between DRPs and Customers

Nothing in this tariff is intended to prevent DRPs and customers from agreeing to reallocate between them any costs for DR service that are designated in this tariff to be paid by either of them.

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**B. GENERAL TERMS (Cont'd.)**

(N)

**7. UDC or LSE Is Not Liable for DRP Services**

To the extent the customer takes service from a DRP, neither the UDC nor the LSE has any obligations to the customer with respect to the services provided by the DRP. However, to the extent that the MDMA and MSP do not perform their responsibilities to the DRP, there may be liability to the DRP. The CPUC has jurisdiction to resolve complaints against DRPs by small commercial and residential customers and against PG&E acting in any capacity.

**8. DRP Not Liable for UDC's or LSE's Services**

To the extent the customer takes service from a UDC or LSE, a DRP has no obligations to the customer with respect to the services provided by the UDC or LSE. The customer must look to the UDC or LSE, as applicable, to carry out the responsibilities associated with those services.

**9. Split Loads Not Allowed**

Customers requesting DR service may not partition the electric loads of a service account among different DRPs. The entire reduction of a service account's electric demand for a DR program must be registered to only one DRP. Customer service accounts are not precluded from enrolling and participating in multiple demand response programs with a single DRP, but are prohibited from simultaneously enrolling and participating in the dispatchable demand response programs of more than one DRP (see also Section A, Applicability). During an overlapping event in two or more DR programs for a single DRP, the customer's load reductions may not count more than once for payment or other counting purposes.

**10. Interval Meter**

An "interval meter" is defined as a meter capable of recording the minimum data required. Minimum data requirements are specified by the CAISO and include, but are not limited to: (a) interval data as required for the CAISO settlement process; or (b) interval data required by the CAISO to document customer participation in DR services, including any communication systems needed to allow the DRP access to meter-reading usage data.

(N)

(Continued)



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B. GENERAL TERMS (Cont'd.)

(N)

11. Telemetry Meter

A "Telemetry Meter" (telemeter) is defined as a meter capable of recording, storing, and transferring the minimum data required in accordance with the CAISO's telemetry technical requirements (current technical requirements are available on the CAISO's website at www.caiso.com). A telemeter, if required, will be installed prior to participation in DR services at the DRP's or customer's expense.

12. Formal Notification for Residential and Small Commercial Customers

DRPs intending to enroll residential and small commercial customers in DR services at the CAISO are required to meet additional CPUC requirements before submitting such customers for registration at the CAISO. Such DRPs must obtain approval from the CPUC's Energy Division for a standard form letter or electronic communication to be submitted to each customer explaining the DRP's terms and conditions of participating in the DR service. The DRP must transmit such standard letter or electronic communication to the customer within 5 business days of the customer's agreement to participate in the DR service. The DRP shall then provide such customer 5 business days to opt-out of such participation through written response or voice or electronic communication.

13. Master Metered Customers

Master metered customers who provide sub-metered tenant billings may only participate in DR service as a single account.

14. Service Fees and Other Charges

PG&E acting as the LSE or UDC may incur costs in order to facilitate DRPs participation in CAISO's DR markets in PG&E's service territory. Fees to reimburse PG&E for these costs associated with DR services, if any, are described in PG&E rate Schedule E-DRP.

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C. ACCESS TO CUSTOMER DATA\*

(N)

\* [Final provisions to be determined based on forthcoming Commission decision on customer privacy standards and protections in Smart Grid OIR, R. 08-12-009.]

1. Access to Bundled Service Customer Usage Data – Release of Information to DRP

The UDC will provide confidential customer-specific information and usage data to parties specified by the customer, subject to the following provisions:

a. The inquiring party must have customer authorization using Form 79-1095 (SCE Form No. 14-796), Authorization to Receive Customer Information or Act Upon a Customer's Behalf from the customer to release such information to the inquiring party only (commonly referred to as the Customer Information Service Request or "CISR"). At the customer's request, this authorization may also indicate whether the customer information may be released to other parties as specified by the customer. The recipient agrees to abide by PU Code 8380. This information includes:

(i) Standard confidential end-user information including the customer's service account information, the customer's location by sub-LAP and Pnode, the identity and contact information of the customer's LSE, MDMA and MSP, the utility DR program in which the customer is enrolled, if any, and whether the customer is enrolled with a DRP.

(ii) Basic meter information including the meter number, the type of meter and the interval capability of the meter.

(iii) Interval usage data, if available. At a minimum of 15-minute interval data within 24 hours, for commercial and industrial customers, or as mutually agreed by the UDC and DRP or as frequently and at the interval determined by the CPUC

b. Subject to customer authorization, the UDC will provide a maximum of the most recent twelve (12) months of customer usage data or the amount of data for that specific service account in a format approved by the CPUC. Customer information will be released to the customer or its authorized agent up to two (2) times per year per service account at no cost to the requesting party. Thereafter, the UDC will have the ability to assess a processing charge only if approved by the CPUC.

(N)

c. By electing to take DR service from a DRP, the customer consents to the release of the customer's account information to the DRP required for billing, settlement and other functions required for the DRP to meet its

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requirements, and twelve (12) months of historical usage data (if available).

2. Access to Direct Access and CCA Customer Data if PG&E is the DRP.

For each direct access or CCA customer enrolled in a direct participation program, PG&E shall fulfill the following requirements:

- i Notification to ESP/CCA: PG&E shall notify the ESP within ten calendar days of enrolling a direct access or CCA customer in a direct participation program, and in no event shall PG&E begin operating a direct participation program without such notification to the ESP or CCA as applicable. PG&E shall also notify the ESP/CCA when PG&E terminates the direct participation program containing the direct access or CCA customer or terminates the direct access or CCA customer's participation in such program.
  
- ii Transmission of Operational Data to ESP/CCA: PG&E shall transmit the required operational data to the ESP/CCA by no later than five calendar days after the Trading Day in which a direct participation program bid cleared the CAISO market. The required operational data are as follows:
  - A. The specific settlement interval in which the direct participation program bid cleared a CAISO market; and
  
  - B. The megawatt amount of the demand response performance associated with that customer for the settlement interval (*i.e.*, a customer-specific baseline calculation of PDR performance) and summed for each hour for that customer.
  
- iii PG&E will contract with the customer's MDMA in order to receive the necessary meter data (as described in Section E) for the purposes of managing the direct participation program, including forecasting, bidding, dispatch, and settlement.
  
- iv PG&E shall be obligated to pay the ESP/CCA for services provided to facilitate the participation of the direct access or CCA customer in PG&E's DR program.

3. MDMA Release of Information if PG&E is the MDMA

- a. Competitive Neutrality in Performance of Obligations

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PG&E acting as the MDMA shall provide non-discriminatory access to meter data to all DRPs. In particular, PG&E acting as the DRP shall not have any greater access to meter data for the purpose of fulfilling its DRP obligation than does a third-party DRP, ESP or CCA.

b. PG&E as MDMA for Direct Access or CCA Customers

- i. If PG&E is the MDMA for a direct access or CCA customer selecting PG&E as its DRP, PG&E as the DRP will access that customer's meter data (as described in Section E) for purposes of managing the direct participation program, including forecasting, bidding, dispatch, and settlement.
- ii. If PG&E is the MDMA for a direct access or CCA customer selecting either a third-party DRP, ESP or CCA as its DRP, PG&E as the MDMA will provide that customer's meter data (as described in Section E) to such third-party DRP, ESP or CCA, as applicable, so that the DRP can manage its direct participation program, including forecasting, bidding, dispatch, and settlement.

c. PG&E as MDMA for Bundled Service Customers

- i. If PG&E is the MDMA for a bundled customer selecting PG&E as its DRP, PG&E as the DRP will access that customer's meter data (as described in Section E) for purposes of managing the direct participation program, including forecasting, bidding, dispatch, and settlement.
- ii. If PG&E is the MDMA for a bundled service customer selecting a third-party DRP or ESP as its DRP, PG&E will provide that customer's meter data (as described in Section E) to such third-party DRP or ESP, as applicable, so that the DRP can manage its direct participation program, including forecasting, bidding, dispatch, and settlement.

4. Customer Inquiries Concerning Billing-Related Issues

Customer inquiries concerning PG&E's charges or services should be directed to PG&E.

Customer inquiries concerning the DRP's charges or services should be directed to the DRP.

Customer inquiries concerning the LSE's charges or services should be directed to the LSE.

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C. ACCESS TO CUSTOMER DATA (Cont'd.)

(N)

5. Customer Inquiries Related to Emergency Situations and Outages

- a. PG&E as the UDC will be responsible for responding to all inquiries related to distribution service, emergency system conditions, outages, and safety situations. Customers contacting the DRP with such inquiries should be referred directly to PG&E.
- b. It may be necessary for PG&E as the UDC to shed or curtail customer load at the request of the CAISO, or as otherwise provided by CPUC tariffs. PG&E shall provide notice to the DRP of such curtailments as soon as practical. Nothing in this rule shall change the criteria for load-shedding established by the CAISO or the CPUC.
- c. PG&E as the DRP shall continue to be responsible for implementing CPUC-approved load curtailment and demand response programs.
- d. The DRP will be responsible for notifying its Scheduling Coordinator of any notice regarding customer curtailments received from PG&E under Section C.5b, if the DRP determines that such curtailments will affect its bids submitted to the CAISO.

D. DRP SERVICE ESTABLISHMENT

The DRP enrolling bundled service customers must satisfy the following requirements, as applicable, before a DRP can provide DR services in PG&E's service territory.

1. PG&E Requirements

All DRPs enrolling bundled service customers must:

- a. Execute the required service agreements with the CAISO for registering resources.
- b. Execute a Demand Response Provider Service Agreement (DRP Service Agreement - Form No. 79-XXXX) with PG&E.

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D. DRP SERVICE ESTABLISHMENT (cont.)

(N)

2 CPUC Registration Requirements:

DRPs enrolling residential and small commercial bundled service customers, as defined in Rule 1, must register with the CPUC, in accordance with Sections B.5.b and B.12.

3. To the extent the CPUC has ordered the DRP and PG&E to enter into financial settlements relative to participation in CAISO, the DRP must satisfy PG&E's credit requirements as specified in Section J, Credit Requirements.

4. To the extent the DRP elects to use electronic data interchange (EDI) to communicate with PG&E regarding direct participation DR services or provide MDMA services, the DRP must satisfy applicable CPUC Electronic Data Exchange requirements, including:

- a. DRP must complete all necessary electronic interfaces for the DRP and UDC to communicate, and if the DRP is providing MDMA services, to satisfy meter reading communications including communicating to and from MDMA Servers for sharing of meter reading and usage data.
- b. The DRP must have the capability to exchange data with the UDC via the Internet. Alternative arrangements may be allowed if mutual agreement is made between the UDC and the DRP.
- c. The DRP must have the capability to perform Electronic Data Interchange (EDI) transactions, and enter into appropriate agreements related thereto.

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**E. METERING SERVICES**

(N)

Meter Services are comprised of three primary functions: Meter Ownership, Meter Services (installation, maintenance, and testing), and MDMA services. A DRP shall utilize the same MSP and MDMA as the LSE and must work with the LSE's MDMA and MSP to ensure that the appropriate interval metering required for its DR program is installed, and to obtain customer meter data. However, to the extent the DRP and the LSE/MDMA/MSP agree to install a KYZ pulse device, owned by the DRP and installed by the MSP, with the permission of the customer, the data from the KYZ pulse device can be used by the DRP in measuring customer performance and for meeting telemetry requirements, if the data obtained from the device is accurate to within +/- 2% and is agreeable to the CAISO,. The customer or the DRP will be responsible for the installation cost of the KYZ pulse device.

PG&E shall perform all MSP and MDMA services for Bundled Service and Community Choice Aggregation Service customers participating in Demand Response services and for Direct Access Service customers, if PG&E is acting as the MDMA at the election of the customer, inclusive of installation of a KYZ pulse device at the request of the DRP with the permission of the customer. PG&E, as the MSP, shall ensure all of its meters and associated metering services are in conformance with its metering standards Commission-approved rules, and CAISO tariff requirements and BPMs governing such services.

**1. Meter Conformity**

At a minimum, all meters and meter services must conform to the standards set forth in PG&E's Rule 17 as approved by the CPUC and consistent with ANSI standards..

DRPs for direct access customer who had previously purchased or leased an interval meter acceptable to PG&E as a condition of receiving direct access service, may utilize that interval meter for billing purposes for DR services, with approval of the customer's MSP and MDMA.

If a direct access customer has a non-conforming meter, or elects to have the meter replaced by PG&E as the MSP, PG&E reserves the right to extend its normal installation period due to meter and installation personnel availability. Under these circumstances, PG&E as the MSP shall apprise the customer and the DRP of the specific reasons for the delay, the anticipated schedule for installation, and any applicable charges, subject to CPUC approval.

(N)

**2. Meter Changes**

If a meter change is required (i.e. the existing meter is not an appropriate interval meter), the customer and DRP have choices for how to proceed:

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- a) The customer may be scheduled to receive an interval meter as part of the Advanced Metering Infrastructure (AMI) deployment. In this instance, the customer and DRP can elect to begin DR services after the AMI meter installation date. A DRP requirement for the meter to have a smaller interval than that customer class would normally require will incur an additional charge for the customer or DRP, subject to CPUC approval.
  
- b) If the customer's AMI meter is not an appropriate interval meter and the DRP and customer would like an appropriate AMI interval meter installed prior to the scheduled installation date, enrollment will occur as follows:
  - (1) If the customer is on Direct Access service, and requires an interval meter or telemeter, the customer may elect to have the necessary metering equipment installed by the ESP's MSP at the customer's or DRP's expense.
  
  - (2) If the customer is on Bundled Service or Community Choice Aggregation Service and requires an interval meter or telemeter, PG&E, in its role as the MSP, shall install the required metering equipment at the customer's or DRP's expense. PG&E shall endeavor to complete the meter change request within fifteen (15) days in the absence of a meter installation backlog or other circumstances beyond PG&E's control such as, but not limited to, delays in the installation of a communication line (if applicable) to the meter. PG&E shall provide notice of any current meter service backlog or the next available installation date. The cost for the installation of a telemeter shall be at the customer's expense. Such metering services may be subject to CPUC-approved fees in accordance with this Rule 24. However, if the customer or the DRP is willing to pay a fee to expedite the installation of the meter, PG&E will endeavor to accommodate the request. The fee shall be consistent with fees adopted by the CPUC.
  
- c) If requested by the customer or the DRP, with the permission of the customer, PG&E will make a KYZ pulse connection to its meter so as to provide near, real-time access to meter data to the DRP and the customer. The installation will be made within a reasonable period of time. The cost of the installation will be a reasonable charge consistent with CPUC-approved fees for similar services. The cost of the installation shall be borne by the customer or the DRP. The installation shall not interfere with the normal operation of the meter.

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E. METERING SERVICES (Cont'd)

(N)

3. MDMA Services

PG&E shall perform all MDMA services required for DR service for Bundled Service and Community Choice Aggregation service customers, and for Direct Access service customers, at the election of the direct access customer, in accordance with its CPUC-approved tariffs and CAISO tariff requirements and BPMs governing such services. MDMA obligations include but are not limited to the following:

- a. Meter data for DRP customers shall be read, validated, edited, and transferred to the MDMA server pursuant to applicable standards, including applicable CPUC and CAISO tariff and BPM requirements for settlement quality meter data. The data shall be made available to the DRP at the earliest possible time so as to allow for settlement with the CAISO. If it is not possible to provide VEE data, the DRP shall have access to the raw data and may perform its own VEE process to the data before submitting the data as estimated data to the CAISO.
- b. Both the LSE and DRP shall have access to the MDMA server.
- c. The MDMA shall provide the DRPs (or their designated agents) with reasonable and timely access to meter data as required to allow the proper performance of billing, settlement, scheduling, forecasting and other functions. Such access shall be provided at a minimum of 15-minute interval data within 24 hours or more frequently, if ordered by the CPUC or required by the CAISO.

4. Charges for Metering Services

PG&E as the MDMA may charge the customer or the DRP for the metering services only to the extent such charges are authorized by the CPUC and that the services provided are in excess of what the customer already pays for in its charges to the utility. The installation of interval metering or any required telemetering equipment shall be at the customer's or DRP's expense. The metering services for supporting direct participation may be more extensive than normal metering services.

5. Telemetry

If a telemeter is required to participate in a DRP's program, the telemeter services must conform to the CAISO's telemetry technical requirements. The DRP is solely responsible for providing a telemetry solution subject to CAISO requirements at the expense of the DRP or the customer.

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**F. DISCONTINUATION OF SERVICE BY DRP**

**1. Service Changes**

The customer may have been participating in DR service from a DRP that discontinued service due to the following circumstances:

- a. The DRP enrolling residential and small commercial bundled service customers has been deregistered by the CPUC;
- b. The CPUC issues an order that otherwise prohibits PG&E from contracting with a DRP;
- c. The DRP or PG&E has materially failed to meet its obligations under the terms of the DRP Service Agreement or Rule 24 so as to constitute an event of default and PG&E or the DRP exercises a contractual right to terminate the agreement;
- d. The DRP is no longer authorized by the CAISO to provide DR services; or
- e. The DRP has decided to discontinue providing services associated with an LSE, UDC, MDMA or MSP or a customer for any reason.

**2. Notices of discontinuation of service by PG&E or the DRP, as applicable, will be provided as follows:**

- a. If service is discontinued pursuant to Section F.1.b or F.1.c (as it relates to a material failure of DRP), PG&E shall be obligated to notify the DRP and applicable LSEs, UDC, MDMA, each affected customer, the CPUC and the CAISO.
- b. If service is discontinued pursuant to Section F.1.a, F.1.c. (as it relates to a material failure of PG&E), F.1.d. or F.1.e, the DRP shall be obligated to notify the applicable LSEs, UDC, MDMA, each affected customer, and the CAISO.
- c. In addition, if service is discontinued pursuant to Section F.1.e, the DRP shall modify the relevant PDR in CAISO's system accordingly.

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F. DISCONTINUATION OF SERVICE BY DRP (Cont'd.)

(N)

3. Action in the Event of Discontinuation of Service by a DRP

As of the effective date of the discontinuation of DR services by a DRP pursuant to this Section F, the bundled service customer will no longer be participating in DR services with the discontinued DRP. The customer shall thereafter have the right at any time to select another DRP pursuant to this Rule 24.

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**G. CREDIT REQUIREMENTS (We reserve the right to make additional changes pending a CPUC decision on financial settlements or other applicable fees for DRPs enrolling bundled service customers.)**

1. PG&E may require the DRP enrolling bundled service customers to establish its creditworthiness through evaluations, deposits, or other security in the manner described in Section G.2, to the extent the CPUC approves the ability for PG&E to levy charges for services rendered as a result of DR activities or to the extent the CPUC requires a financial settlement between DRPs and LSEs for PDR performance when dispatched by CAISO. That is, the creditworthiness only applies to charges that are billed by PG&E directly to the DRP.
2. The DRP may establish its creditworthiness through any one of the following.
  - a. Credit Evaluation

A DRP with a demonstrable current credit rating of Baa2 or higher from Moody's or BBB or higher from Standard and Poor's, or Fitch is deemed to be creditworthy unless the UDC determines that a material change in the DRP's creditworthiness has occurred. The UDC requires the DRP to complete a credit application including financial information reasonably necessary to establish credit. The creditworthiness evaluation may be conducted by an outside credit analysis agency, determined by the UDC, with final credit approval granted by the UDC. This evaluation will be completed within ten (10) business days. Credit reports will remain strictly confidential between the credit analysis agency and the UDC. A credit application processing fee, as approved by the CPUC, may be charged to offset the cost of determining the DRP's creditworthiness.

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G. CREDIT REQUIREMENTS (Cont'd.)

(N)

b. Security Deposits

The DRP may submit and maintain a cost-based security deposit in lieu of submitting to or being qualified under a creditworthiness evaluation. The amount of the security deposit required to establish credit will be twice the estimated maximum monthly revenues from the CAISO for participating in one month of Demand Response Activities, where such estimate is based on the last twelve (12) months of historical activity. The initial value of the security deposit will be estimated by the DRP to cover its expected customer base and frequency of Demand Response Activities and will be adjusted as necessary from time to time to meet the security requirements based on changes in the DRP's customer base, changes in market price, and frequency of DR activities. Security deposits may be in the form of (1) cash deposits, with interest earned at the 3-month Non-Financial commercial paper rate, (2) letters of credit, defined as irrevocable and renewable issued by a major financial institution rated A/A2 by S&P/Moody's, respectively, (3) surety bonds, defined as renewable and issued by a major insurance company rated A/A2/A by S&P/Moody's/A.M. Best, respectively, or (4) guarantees, with guarantors having a credit rating of Baa2 or higher from Moody's or BBB or higher from Standard and Poor's, or Fitch unless the UDC determines that a material change in the guarantor's creditworthiness has occurred, or, in other cases, through the credit evaluation process described above. Security deposits must be posted with the UDC prior to the DRP's participation in Demand Response Activity.

c. Security Deposit Payment Timetable

DRPs are obligated to post security deposits with the UDC prior to the DRP's participation in DR activities. Such a deposit shall not be required until three (3) days after the DRP receives approval from those customers that will be participating in DR activities through the DRP.

d. Interest on Cash Deposit

The UDC will pay interest on cash deposits calculated on a daily basis, and compounded at the end of each calendar month, from the date fully paid to the date of refund by check or credit to the DRP's account. The interest rate applicable in each calendar month shall be calculated based upon the three- (3) month, non-Financial commercial paper rate; except that when a refund is made within the first fifteen (15) days of a calendar month, the interest rate applicable in the previous month shall be applied for the elapsed portion of the month in which the refund is made.

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G. CREDIT REQUIREMENTS (Cont'd.)

(N)

e. Ongoing Maintenance of Credit

To ensure continued validity of established unsecured credit, the DRP shall promptly notify the UDC of any material change in its credit rating or financial condition. The DRP shall also furnish evidence of an acceptable credit rating or financial condition, as set forth above, to the UDC upon request. In the event the UDC determines that the DRP's, or the DRP's guarantor's, creditworthiness has materially changed, as set forth above, and the DRP does not rectify or provide a security deposit commensurate with the change in creditworthiness, then the UDC shall notify the CAISO that the DRP has defaulted on its credit requirements and is no longer eligible to participate as a DRP under PG&E's tariffs.

f. Re-establishment of Credit

A DRP whose eligibility as a DRP has been terminated, revoked or suspended under this section may reestablish its credit worthiness by the provision of a security deposit, or by any other manner described in this Section J following a six (6) month period from the date of the termination, revocation or suspension.

3. Additional Documents

The DRP shall execute and deliver all documents and instruments (including, without limitation, security agreements and the UDC financing statements) reasonably required from time to time to implement the provisions set forth above and to perfect any security interest granted to the UDC.

H. FINANCIAL SETTLEMENTS **(We reserve the right to make additional changes pending FERC action and any subsequent CPUC decision on financial settlements for DRPs enrolling bundled service customers and for PG&E acting as the DRP for direct access or CCA customers.)**

PG&E, acting as the LSE, may require the DRP to provide payment for the CPUC-approved financial charges incurred as a result of Demand Response participation in the CAISO markets, if any. Changes to the CAISO markets and market rules and CPUC-approved financial charges will result in updates to this Section H.



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**APPENDIX B**

**JOINT PARTIES' PROPOSED RULE 24 – REDLINE VERSION**



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A. APPLICABILITY

(N)

Pacific Gas and Electric Company (PG&E) acts on behalf of its customers as a Utility Distribution Company (UDC) ~~and a Load Serving Entity (LSE)~~. For some of its customers, it also acts as a ~~Load Serving Entity (LSE)~~, Demand Response Provider (DRP), ~~Meter Data Management Agent (MDMA) and Meter Service Provider (MSP)~~. PG&E is generally referred to throughout this Rule 24 by its role as a UDC, unless a different role is otherwise clearly stated ~~or implied~~.

This Rule describes the terms and conditions that apply to: 1) Pacific Gas and Electric Company ~~Company's~~ (PG&E) ~~Bundled Service~~ customers, ~~Energy Service Providers' (ESPs) customers, Community Choice Aggregator's (CCA) customers, and as defined in Rule 1,~~ 2) ~~Direct Participation~~ Demand Response Providers (DRPs) who participate in one or more of the California Independent System Operator's (CAISO's) direct participation wholesale market mechanisms (such as Proxy Demand Resource (PDR) and the Reliability Demand Response Product (RDRP) ~~))~~) ~~enrolling Bundled Service~~ customers, 3) PG&E acting as the DRP participating in one or more of the CAISO's direct participation wholesale market mechanisms enrolling customers receiving ~~Bundled Service~~ or customers receiving Direct Access or Community Choice Aggregation (CCA) service, and 4) PG&E acting as the UDC MDMA or MSP. Rule 24 is not applicable to DRPs enrolling direct access customers.

Unless otherwise stated, all references to Demand Response (DR) service shall refer to the Demand Response activities associated with an end-use customer or a DRP's participation in the CAISO wholesale market through the direct participation mechanisms where a customer reduces its electric demand at the prompting of the CAISO, their DRP, their DRP acting in accordance with the market awards and dispatch instructions issued by the CAISO, or their DRPs acting in accordance with orders by the UDC.

DRPs ~~as~~ ~~enrolling Bundled Service~~ customers defined as residential or small commercial customers in Rule 1, Definitions, shall be registered with the California Public Utilities Commission (CPUC) and CAISO, and ~~must meet any certification requirements established by the appropriate State agencies, CPUC, and CAISO.~~ ~~have executed PG&E's DRP Service Agreement.~~ DRPs enrolling bundled service customers other than residential and small commercial customers must execute the applicable agreements with the CAISO and PG&E's DRP Service Agreement.

Unless ~~otherwise stated, in this Rule, an LSE shall refer to PG&E, ESPs and CCAs as LSEs.~~

~~Under the governance of the prohibited by the CPUC (which is the Local Regulatory Authority, or LRA), an LSE's customers, with the LSE's and the DRP's approval, PG&E's bundled service customers may elect to participate in Demand Response service, either through a DRP DR program, including PG&E's CPUC-approved demand response programs, an ESP's sponsored program, or through the CAISO directly.. PG&E may also~~

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act as a DRP for its bundled service customers or for direct access customers by bidding the Demand Response provided under its CPUC-approved DR programs into CAISO markets. A customer ~~is prohibited from~~ may not simultaneously enrolling load in associated with the ~~demand response programs of~~ same service account number in PDR with more than one DRP. Customers who choose to enroll or participate in any DRP DR program, where PG&E is not the DRP, will be removed from any and all of PG&E CPUC-approved dispatchable demand response programs (subject to any contractual obligations) and **PG&E will notify the customer that it will be switched to an otherwise applicable rate schedule (OAS) when the PDR enrollment becomes active.**

In cases where a customer elects to participate in a PG&E CPUC-approved demand response program, PG&E will act as the DRP for that customer and **PG&E shall** be subject to the conditions of this Rule: ~~as specified for DRPs.~~

~~Other entities, such as aggregators and ESPs, can elect to become a DRP by registering with the CAISO, the CPUC, and completing the conditions set forth in this Rule. ESPs electing to act as a DRP solely for their direct access customers may do so under the conditions of this Rule and PG&E's direct access tariffs.~~

**B. GENERAL TERMS**

**1. Definitions**

The definitions of principal terms used in this Rule are found either herein or in Rule 1, Definitions. Unless otherwise stated, all references to "customer" in this rule will refer to any LSE's customers who have elected to participate in **direct participation** DR service through a DRP as defined by Rule 1. Unless otherwise stated, all references to "service account" shall refer to individual customer meters.

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B. GENERAL TERMS (Cont'd.)

(N)

1. Definitions (cont.)

The descriptive headings of the various sections of this Rule have been inserted for convenience of reference only and shall in no way define, modify, or restrict any of the terms and provisions thereof.

2. General Obligations of PG&E ~~as the UDC~~

a. Non-Discrimination ~~and Competitive Neutrality~~

1. Neutral Discharge of Responsibilities

PG&E, acting ~~as the UDC~~ in any capacity, shall discharge its responsibilities under this tariff in a neutral manner as it relates to unaffiliated providers of all services that are subject to a customer's election to participate in direct participation DR service ~~administered by the CAISO~~. Unless otherwise authorized by the CPUC, the Federal Energy Regulatory Commission (FERC), or the affiliate transactions rules, PG&E shall not:

~~1) provide or~~ represent that it will provide to itself, its affiliates or customers of itself or its affiliates ~~will receive any different~~ preferential treatment with regard to the provision of PG&E services than other, unaffiliated, service providers would receive as a result of affiliation with PG&E; ~~or~~

~~2) provide its affiliates, or customers of its affiliates, any preference (, including, but not limited to, terms and conditions, information, pricing or timing) over non-affiliated suppliers or their customers in the provision of PG&E services.~~

~~b.~~ 2. Non-Discriminatory Response to Requests for PG&E Services

PG&E ~~E~~ acting in any capacity, shall process requests for similar PG&E services, ~~such as DR service Requests (DRSRs)~~, in the same manner and within the same period of time for itself its affiliates, customers of itself and its affiliates and for all ~~other~~ unaffiliated market participants and their respective customers.

3. Competitive Neutrality

PG&E employees or contractors shall not use competitive information received from unaffiliated DRPs in the discharge of PG&E's roles and responsibilities in the Rule to advance or promote PG&E services to

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customers or potential customers of the unaffiliated DRP so as to disrupt, disturb or interfere with the business relationship between the customer and the unaffiliated DRP or to advantage PG&E's services. PG&E will be subject to CPUC sanction and monetary penalty for violation of these requirements.

c. Timeliness and Due Diligence

Consistent with state law and CPUC decisions, PG&E acting in any capacity shall exercise due diligence in meeting its obligations and deadlines under this tariff so as to facilitate a customer's election to participate in direct participation DR services in CAISO's wholesale markets as quickly as possible.

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B. GENERAL TERMS (Cont'd.)

(N)

2. General Obligations of PG&E ~~as the UDC~~ (cont.)

d. ~~Transmission and Distribution Service~~ Customer Enrollment in DRP Programs

~~Subject to the terms of the DRP Service Agreement, applicable tariffs and applicable FERC rules, and DRPs' and customers' compliance with their terms, PG&E will provide transmission and distribution services under applicable tariffs and contracts for delivery of electric power to all customers.~~

PG&E, as the UDC, shall provide any requested information in a timely fashion to the designated third party to facilitate a customer's enrollment in a DRP program.

e. ~~Customer Enrollment in DRP Programs~~ Review of the CAISO DR Product Registrations

~~PG&E, acting as the UDC shall maintain a system of record to track customer's choice for their DRP. The UDC shall update this system of record by processing a DRSR, shall review all registrations of DR resources submitted by the a DRP to facilitate and document a customer's enrollment in a DRP program.~~

f. ~~Review of the CAISO DR Product Registrations~~

~~PG&E shall review all registrations of DR resources (including, but not limited to, PDR and RDRP products) at the CAISO solely to ensure accuracy of the customer information presented. PG&E will conduct such review in accordance with the timelines and requirements set outforth in the CAISO's Business Practice Manuals (BPMs). PG&E shall indicate to notify the CAISO and the DRP if the customer information presented in the DR Product registration is accurate and if the registration is in accordance with the LRA's rules and regulations governing DR services. inaccurate and specify the inaccuracy. To the greatest extent possible, PG&E and the DRP shall coordinate and cooperate to provide an accurate registration. However, PG&E may propose rejection of a PDR or a portion of a PDR if the information contained in the registration is inaccurate, the customer is not eligible to participate in PDR due to a contractual commitment the customer has made to a PG&E demand response service or if the DRP has not signed a Direct Participation Service Agreement.~~

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~~3. General Obligations of LSEs~~

~~a.f. Provision of Customer Data by the UDC PG&E~~

~~The UDC In response to a Customer Information Service Request (CISR), PG&E shall provide customer data to an inquiring DRP in accordance with Section C. This or customer data shall include, but not be limited to the location in the CAISO grid and whether the customer is currently enrolled in any DRP DR program (including the IOU's own DR program).~~

~~b. Provision of Customer Data by the UDC~~

~~The UDC shall provide customer data to an inquiring DRP in accordance with Section C. This customer data shall include, but not be limited to, the 12-month's of historical meter data in accordance with Section C and usage data, the meter number, the service account number, the location in the CAISO grid as required by the CAISO including the associated sub-LAP and Pnode(s), identification of the customers customer's MDMA and MSP.~~

~~c. Review of the CAISO DR Product Registrations~~

~~The, identification of the customer's LSE and UDC shall review all registrations of DR resources at the CAISO, whether the customer is currently enrolled in any PG&E retail DR program, and whether the customer is eligible to ensure accuracy of the customer information presented participate in another DRP program. The DRP or customer can also request the timelines set out in provision of continuous meter data for the CAISO's BPMs. The LSE shall indicate to purpose of scheduling and settling the PDR with the CAISO whether the customer information presented in the DR Product registration is accurate and whether the registration is in accordance with the LRA's rules and regulations governing DR services.~~

~~4.g. Resolution of Disputes Regarding PDR Registration Rejections~~

~~To the extent the DRP disputes the basis for a recommended rejection of a PDR registration by an LSE or UDC, the DRP may request the CPUC review the information used as a basis for recommending rejection and determine if the cause was legitimate. The Energy Division Staff will review the information associated with the PDR and the basis for rejection and either uphold or override the rejection within 10-days of receiving the request for review.~~

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3. General Obligations of ~~DRPs~~ PG&E Acting as the MDMA

The MDMA is the entity responsible for providing accurate and timely meter data to the DRP in accordance with the applicable timelines and requirements set forth in the CAISO's tariff and applicable BPMs, in order to permit the accurate measurement of performance of the DR resources for purposes of submitting accurate bids to and settlements with the CAISO. The MDMA is liable for payment (or reimbursement to the PDR's Scheduling Coordinator) of any charges or penalties due to its non-compliance with such applicable CAISO rules.

a. Accurate Meter Data

The MDMA must ensure that the information that it transmits to the DRP is accurate and has been subjected to approved VEE processes and is revenue quality meter data, unless such process would result in a delay such that the DRP could not meet the data submission requirements of the CAISO for purpose of settlement. The MDMA and the DRP will agree to alternative means of calculating or estimating usage data acceptable to the CAISO in the event VEE processes do not allow for timely submission of data to the CAISO.

b. Timeliness of Data Transfer

The MDMA must transfer the VEE data to the DRP within a reasonable period of time (24 hours) so that the DRP can examine the event performance as soon as practical. The MDMA shall also comply with the timelines set forth in the CAISO's BPMs for submission of revenue quality meter data.

c. Granularity

The data must meet the minimum data interval requirements for the service provided to the CAISO.

d. Non-Discrimination

PG&E shall provide MDMA services on a non-discriminatory basis to all customers and DRPs that request them, including to PG&E, acting as a DRP. If any customer or DRP, including PG&E, acting as a DRP, requests specific MDMA services, beyond what the MDMA would provide for PG&E billing purposes, the DRP will pay for those services at the CPUC-approved rate.

(Continued)



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**4. General Obligations of PG&E Acting as the MSP**

The MSP is the entity responsible for providing accurate meters in accordance with the CAISO's tariff and applicable BPMs for use by the MDMA to the DRP. The MSP is liable for payment (or reimbursement to the PDR's Scheduling Coordinator) of any charges or penalties due to its non-compliance with such applicable CAISO rules.

**a. Accuracy of Meter Equipment**

The MSP must ensure that the meter equipment is accurate within acceptable limitations as specified in PG&E's applicable rules, including testing as necessary and required, and complies with the applicable requirements set forth in the CAISO's tariff and applicable BPMs

**b. Intervals**

The MSP must ensure that the meter device at the customer's location meets the minimum data interval requirements for the services provided to CAISO.

**c. Meter Installations**

The MSP must ensure that customers wishing to participate in CAISO's DR services have the appropriate metering devices so as to permit participation, including responding to requests by customers for appropriate metering equipment on a timely basis. In no event shall the MSP install telemetry equipment at the customer's location unless the customer, or its DRP, has specifically requested the equipment and has agreed to pay for the device.

**d. Non-Discrimination**

PG&E shall provide MSP services on a non-discriminatory basis to all customers and their DRPs that request them, including to PG&E acting as a DRP. If any customer or DRP, including PG&E, acting as a DRP, request specific MSP services, the DRP will pay for those services at the CPUC-approved rate.

**e. KYZ Pulse Installations**

Upon the request of the customer or the DRP, the utility shall install KYZ pulse counting devices so as to permit the customer and its DRP with access to near-real time meter data information in the event the utility is not

(Continued)



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able to provide access to customer meter data information on an interval necessary to facilitate CAISO DR transactions or on a frequency to permit settlements to occur. These pulse readings may satisfy CAISO revenue quality meter data requirements so long as the KYZ pulse device is accurate within the standards established in PG&E's applicable rules. The customer or its DRP will be responsible for the cost of the installation.

5. General Obligations of DRPs Enrolling Bundled Service Customers

This Section is applicable to all DRPs enrolling bundled service customers, including PG&E acting as the DRP. Requirements for PG&E acting as the DRP for direct access customers and Community Choice Aggregation (CCA) are specified in Section C.

a. Timeliness and Due Diligence

DRPs shall exercise due diligence in meeting their obligations and deadlines under this tariff so as to facilitate customer enrollment in DR service as quickly as possible. To the extent ordered by the CPUC, DRPs shall make all payments resulting from CPUC-authorized charges owed to PG&E and the LSE for services specified under this tariff in a timely manner subject to applicable payment dispute provisions.

b. CPUC requirements for DRPs Enrolling Residential and Small Commercial Bundled Service Customers

The California Public Utilities Commission has established a series of requirements for DRPs enrolling residential and small commercial bundled service customers. These include:are:

- Registering with the Commission;
- Registering the DR services with the CAISO;
- Obtaining or becoming a certified scheduling coordinators;
- ~~Employing an authorized independent verification agent~~
- Sending a pre-approved formal notice to each customer enrolling in the PDR.

These requirements are defined in the CPUC's web page at ~~x~~ for DRPs.

~~bc.~~ Arrangements ~~with DRP~~ Between DRPs and Their Customers

(Continued)



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DRPs shall be solely responsible for having appropriate contractual or other arrangements with their customers necessary to implement DR service consistent with all applicable laws, CAISO requirements, CPUC requirements, *if any*, and this tariff. No other entity shall be responsible for monitoring, reviewing, or enforcing such contracts or arrangements.

**ed. Scheduling Coordinator (SC)**

~~As a requirement of this tariff, DRPs shall have one or more Scheduling Coordinators (SCs), with no more than one SC per service account, for the purpose of reporting all of the DRPs' end-use meter readings to the CAISO. DRPs shall disclose the identity of these SCs to the LSE and to PG&E as the UDC. Neither the LSE nor PG&E shall be responsible for enforcing requirements applicable to the performance of the SCs.~~

In accordance with the CAISO's tariff, a DRP must become or contract with a scheduling coordinator prior to registering customers into a CAISO DR product for purposes of scheduling and settling with the CAISO. Only one DRP shall be associated with a service account for the purpose of participating in a CAISO DR product.

**e. Notification of Switching-Planned Enrollment**

~~DRPs shall be solely responsible for providing notification of a planned enrollment by a customer, and the mechanism for doing so is by submitting the DRSR (described in section E) to the UDC. If a customer is already enrolled in another DRP's DR program, the UDC via the DRSRCISR process will notify the existing DRP no later than X business days before the planned enrollment date. The existing DRP may have contractual agreements with the customer and disputes between DRPs regarding contractual agreements, which the affected parties shall be resolved endeavor to resolve prior to the UDC's processing of the DRSR. [In accordance with how the DA rules are structured, the IOUs propose to include detailed dispute resolution procedures in a handbook, not this rule.]~~

~~**e. Notification of Enrollment to the UDC System of Record**~~

~~DRPs shall be solely responsible for providing notification of a customer's enrollment by a customer, and the mechanism for doing so is by submitting a DRSR (described in section E) to the UDC no later than five (5) days after the effective date of providing planned DR services to the customer. [Again, in accordance with how the DR rules are structured, the IOUs propose to include detailed dispute resolution procedures in a handbook, not this rule.]~~

**f. Registration of Customers at the CAISO**

(Continued)



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DRPs shall be solely responsible for registering DR resources **at the CAISO** with the **CAISO**-customers to whom they are providing DR services (using an existing CAISO DR market mechanism).

**g. Notification of Customer Enrollment in DR Service**

The CAISO, through its registration process for DR services, will notify the UDC of an enrollment by a customer and the UDC shall respond in accordance with Section B.2.e. DRPs shall not be responsible for providing separate notification to PG&E of an enrollment by a customer in DR services.

**h. Utilizing the Meter Data Management Agent (MDMA)**

A DRP shall utilize the MDMA chosen by the customer (or LSE) for gaining access to Revenue Qualify Meter Data (RQMD). DRPs shall be solely responsible for notifying the MDMA of the **customers registered and approved customer's registration and approval** in a CAISO DR Product and any subsequent updates. The DRPs shall be solely responsible for notifying the **customers' customer's** MDMA of the effective date of the DRP's CAISO DR Product registration. **To the extent that PG&E is the MDMA, PG&E's review of the DRP's CAISO PDR registration is considered to satisfy the notice to the MDMA under this Section.**

**h.i. Notification of Event**

DRPs shall be solely responsible for notifying **PG&E, acting as** the LSE, **and the applicable** MDMA of any accepted CAISO market award or dispatch of the customer's DR capability. The DRP shall notify the LSE and MDMA no later than two (2) days after a CAISO market award or dispatch. The DRP shall also indicate the type of market event, the CAISO market award or dispatch, and the time of the CAISO energy market award or dispatch.

**6. Transfer of Cost Obligations Between DRPs and Customers**

Nothing in this tariff is intended to prevent DRPs and customers from agreeing to reallocate between them any costs for DR service that are designated in this tariff to be paid by either of them.

(Continued)



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B. GENERAL TERMS (Cont'd.)

(N)

7. ~~No Other Entity~~ UDC or LSE Is Not Liable for DRP Services

To the extent the customer takes service from a DRP, ~~no other entity~~ neither the UDC nor the LSE has any obligations to the customer with respect to the services provided by the DRP. ~~The customer must look to the DRP to carry out the responsibilities associated with that service.~~ However, to the extent that the MDMA and MSP do not perform their responsibilities to the DRP, there may be liability to the DRP. The CPUC has jurisdiction to resolve complaints against DRPs by small commercial and residential customers- and against PG&E acting in any capacity.

8. DRP Not Liable for UDC's or LSE's Services

To the extent the customer takes service from a UDC or LSE, a DRP has no obligations to the customer with respect to the services provided by the UDC or LSE. The customer must look to the UDC or LSE, as applicable, to carry out the responsibilities associated with those services.

9. Split Loads Not Allowed

Customers requesting DR service may not partition the electric loads of a service account among different DRPs. The entire reduction of a service account's electric demand for a DR program must be registered to only one DRP. Customer service accounts are not precluded from enrolling and participating in multiple demand response programs with a single DRP, but are prohibited from simultaneously enrolling and participating in the dispatchable demand response programs of more than one DRP (see also Section A, Applicability). During an overlapping event in two or more DR programs for a single DRP, the customer's load reductions may not count more than once for payment or other counting purposes.

10. Interval Meter

An "interval meter" is defined as a meter capable of recording the minimum data required. Minimum data requirements are specified by the CAISO and include, but are not limited to: (a) interval data as required for the CAISO settlement process; ~~(or (b) interval data required to bill PG&E distribution tariffs, or (c) interval data required~~ by the CAISO to document customer participation in DR services, including any communication systems needed to allow the DRP access to meter-reading usage data.

(N)

(Continued)



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B. GENERAL TERMS (Cont'd.)

(N)

11. Telemetry Meter

A "Telemetry Meter" (telemeter) is defined as a meter capable of recording, storing, and transferring the minimum data required in accordance with the CAISO's telemetry technical requirements (current technical requirements are available on the CAISO's website at www.caiso.com). A telemeter, if required, will be installed prior to participation in DR services at the DRP's or customer's expense.

12. ~~Independent Verification~~ Formal Notification for Residential and Small Commercial Customers

~~"Independent Verification" is defined as the confirmation of a customer's decision to participate in DR services by an Independent Verification Agent (IVA). Such confirmation will follow the process established in Public Utility Code Sections 366.5(a) and 366.5(b) for aggregators and electricity service providers participating in direct access. Any customer notices shall conform with Public Utility Code Section 394.5. These provisions are not repeated herein.~~

DRPs intending to enroll residential and small commercial customers in DR services at the CAISO are required to meet additional CPUC requirements before submitting such customers for registration at the CAISO. Such DRPs must obtain approval from the CPUC's Energy Division for a standard form letter or electronic communication to be submitted to each customer explaining the DRP's terms and conditions of participating in the DR service. The DRP must transmit such standard letter or electronic communication to the customer within 5 business days of the customer's agreement to participate in the DR service. The DRP shall then provide such customer 5 business days to opt-out of such participation through written response or voice or electronic communication.

13. Master Metered Customers

Master metered customers who provide sub-metered tenant billings may only participate in DR service as a single account.

14. Service Fees and Other Charges

(N)

~~a. PG&E acting as the LSE or UDC will may incur costs in order to facilitate DRPs to interact with customers participation in CAISO's DR markets in PG&E's service territory. Fees to reimburse PG&E for these costs associated with DR services, if any, are described in PG&E rate Schedule E-DRP.~~

~~a. Similarly, an LSE may charge a DRP (including PG&E acting as a DRP) fees for services provided to facilitate their customers' participation in PG&E's DR~~

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~~program provided that such service fees have been approved by the CPUC.~~

~~15. Liability In Connection With DRP DR services~~

- ~~a. In this section, "damages" shall include all losses, harm, costs, and detriment, both direct and consequential, suffered by the customer.~~
- ~~b. PG&E shall not be liable to the customer or DRP for any damages caused by PG&E's conduct in compliance with, or as permitted by, PG&E's electric rules and tariffs, the DRP Service Agreement, associated legal and regulatory requirements related to DR service, and/or the CAISO's DR service requirements.~~

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~~B. GENERAL TERMS (Cont'd.)~~

(N)

~~15. Liability In Connection With DRP Demand Response Activity Services (Cont'd.)~~

~~c. PG&E shall not be liable to the customer for any damages caused to the customer by any failure by the DRP to comply with PG&E's electric rules and tariffs, the DRP Service Agreement, associated legal and regulatory requirements related to DR service, and/or the CAISO's DR service requirements.~~

~~The CPUC shall have initial jurisdiction to interpret, add, delete or modify any provision of this tariff or the DRP Service Agreement, and to resolve disputes regarding PG&E's performance of its obligations under PG&E's electric rules and tariffs, the DRP Service Agreement, and requirements related to DR service, including any disputes regarding delays in the implementation of the customer's direct participation in Demand Response Activities with the CAISO.~~

~~d. No other entity shall be liable to the customer for any damages caused by the DRP's failure to perform any commitment to the customer, including, but not limited to the obligation to provide DR service to the customer. The DRP shall not be liable to the customer for any damages caused by any other entity's failure to perform any commitment to the customer.~~

~~e. A DRP, that is not PG&E, 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 a DRP or its agents in connection with soliciting customers for DR service or performing any of its functions in rendering DR service.~~

~~f. PG&E is not the DRP's agent for any purpose. The DRP shall not be liable to the customer for any damages resulting from any acts, omissions, or representations made by PG&E in connection with soliciting customers for DR service or performing any of its functions in rendering DR service.~~

~~g. PG&E, as a DRP, is not the LSE's agent for any purpose. The LSE shall not be liable to the customer for any damages resulting from any acts, omissions, or representations made by PG&E in connection with soliciting customers for DR service or performing any of its functions in rendering DR service.~~

(N)

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C. ~~ACCESSIBILITY OF ACCESS TO~~ CUSTOMER DATA\* (N)

\* ~~[The Final provisions to be determined based on forthcoming Commission decision on customer privacy standards and protections in Smart Grid OIR, R. 08-12-009. Proposed Decision expected by end of March, 2011.]~~

1. Access to Bundled Service Customer Usage Data – Release of Information to DRP

The UDC will provide confidential customer-specific information and usage data to parties specified by the customer, subject to the following provisions:

a. ~~Except as provided in Section E, the~~The inquiring party must have ~~written customer~~ authorization using Form 79-1095 (SCE Form No. 14-796), Authorization to Receive Customer Information or Act Upon a Customer's Behalf from the customer to release such information to the inquiring party only. (commonly referred to as the Customer Information Service Request or "CISR"). At the customer's request, this authorization may also indicate whether the customer information may be released to other parties as specified by the customer. ~~The recipient agrees to abide by PU Code 8380.~~ This information includes:

(i) Standard confidential end-user information

~~(ii) Basic meter information~~

~~(iii) Interval usage data, if available.~~

~~(iv) Statistical load profiling including the customer's service account information, the customer's location by sub-LAP and Pnode, the identity and contact information (for customers with non-interval meters prior to enrollment in a of the customer's LSE, MDMA and MSP, the utility DR program, if applicable) in which the customer is enrolled, if any, and whether the customer is enrolled with a DRP.~~

(ii) Basic meter information including the meter number, the type of meter and the interval capability of the meter.

(iii) Interval usage data, if available. At a minimum of 15-minute interval data within 24 hours, for commercial and industrial customers, or as mutually agreed by the UDC and DRP or as frequently and at the interval determined by the CPUC (N)

b. Subject to customer authorization, the UDC will provide a maximum of the most recent twelve (12) months of customer usage data or the amount of data for that specific service account in a format approved by the CPUC.

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Customer information will be released to the customer or its authorized agent up to two (2) times per year per service account at no cost to the requesting party. Thereafter, the UDC will have the ability to assess a processing charge only if approved by the CPUC.

- c. By electing to take DR service from a DRP, the customer consents to the release of the customer's account information to the DRP required for billing, settlement and other functions required for the DRP to meet its requirements, and twelve (12) months of historical usage data (if available).
2. Access to ~~DA-Direct Access and CCA Customer Usage Data —MDMA Release of Information to~~ PG&E ~~as is~~ the DRP.

~~If a Direct Access customer selects PG&E as their DRP, PG&E will require certain information from the LSE.~~

For each direct access or CCA customer enrolled in a direct participation program, PG&E shall fulfill the following requirements:

- i Notification to ESP/CCA: PG&E shall notify the ESP within ten calendar days of enrolling ~~a. If PG&E is the MDMA for a DA direct access or CCA customer or CCA customer selecting PG&E as their DRP, PG&E will access that customer's meter data for purposes of managing the PDR and/or RDRP program (as described in Section 1 above), including forecasting, bidding, dispatch, and settlement in a direct participation program, and in no event shall PG&E begin operating a direct participation program without such notification to the ESP or CCA as applicable. PG&E shall also notify the ESP/CCA when PG&E terminates the direct participation program containing the direct access or CCA customer or terminates the direct access or CCA customer's participation in such program.~~
- ~~b. If PG&E is not the MDMA for a DA customer selecting PG&E as their DRP, PG&E will contract with the assigned MDMA in order to receive the necessary data (as described in Section 1 above) to administer the DR program.~~

~~3. Customer Inquiries Concerning Billing-Related Issues~~

~~Customer inquiries concerning the UDC's charges or services should be directed to the UDC.~~

- ii Transmission of Operational Data to ESP/CCA: PG&E shall transmit the required operational data to the ESP/CCA by no later than five calendar

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days after the Trading Day in which a direct participation program bid cleared the CAISO market. The required operational data are as follows:

- A. The specific settlement interval in which the direct participation program bid cleared a CAISO market; and
- B. The megawatt amount of the demand response performance associated with that customer for the settlement interval (*i.e.*, a customer-specific baseline calculation of PDR performance) and summed for each hour for that customer.

iii PG&E will contract with the customer's MDMA in order to receive the necessary meter data (as described in Section E) for the purposes of managing the direct participation program, including forecasting, bidding, dispatch, and settlement.

iv PG&E shall be obligated to pay the ESP/CCA for services provided to facilitate the participation of the direct access or CCA customer in PG&E's DR program.

3. MDMA Release of Information if PG&E is the MDMA

a. Competitive Neutrality in Performance of Obligations

PG&E acting as the MDMA shall provide non-discriminatory access to meter data to all DRPs. In particular, PG&E acting as the DRP shall not have any greater access to meter data for the purpose of fulfilling its DRP obligation than does a third-party DRP, ESP or CCA.

b. PG&E as MDMA for Direct Access or CCA Customers

i. If PG&E is the MDMA for a direct access or CCA customer selecting PG&E as its DRP, PG&E as the DRP will access that customer's meter data (as described in Section E) for purposes of managing the direct participation program, including forecasting, bidding, dispatch, and settlement.

ii. If PG&E is the MDMA for a direct access or CCA customer selecting either a third-party DRP, ESP or CCA as its DRP, PG&E as the MDMA will provide that customer's meter data (as described in Section E) to such third-party DRP, ESP or CCA, as applicable, so that the DRP can manage its direct participation program, including forecasting, bidding, dispatch, and settlement.

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**c. PG&E as MDMA for Bundled Service Customers**

- i. If PG&E is the MDMA for a bundled customer selecting PG&E as its DRP, PG&E as the DRP will access that customer's meter data (as described in Section E) for purposes of managing the direct participation program, including forecasting, bidding, dispatch, and settlement.
- ii. If PG&E is the MDMA for a bundled service customer selecting a third-party DRP or ESP as its DRP, PG&E will provide that customer's meter data (as described in Section E) to such third-party DRP or ESP, as applicable, so that the DRP can manage its direct participation program, including forecasting, bidding, dispatch, and settlement.

**4. Customer Inquiries Concerning Billing-Related Issues**

Customer inquiries concerning ~~PG&E's the UDCs~~ charges or services should be directed to ~~the UDC-PG&E~~.

Customer inquiries concerning the DRP's charges or services should be directed to the DRP.

Customer inquiries concerning the LSE's charges or services should be directed to the LSE.

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**C. ACCESS TO CUSTOMER DATA ACCESSIBILITY (Cont'd.)**

(N)

**45. Customer Inquiries Related to Emergency Situations and Outages**

- a. PG&E as the UDC will be responsible for responding to all inquiries related to distribution service, emergency system conditions, outages, and safety situations. Customers contacting the DRP with such inquiries should be referred directly to PG&E.
- b. It may be necessary for PG&E as the UDC to shed or curtail customer load at the request of the CAISO, or as otherwise provided by CPUC tariffs. PG&E shall provide notice to the DRP of such curtailments as soon as practical. Nothing in this rule shall change the criteria for load-shedding established by the CAISO or the CPUC.
- c. PG&E as the DRP shall continue to be responsible for implementing CPUC-approved load curtailment and demand response programs.
- d. The DRP will be responsible for notifying its SCScheduling Coordinator of any notice regarding customer curtailments received from PG&E under Section C4.5b, if the DRP determines that such curtailments will affect its bids submitted to the CAISO.

**D. DRP SERVICE ESTABLISHMENT**

The DRP enrolling bundled service customers must satisfy the following requirements, as applicable, before a DRP can provide Demand Response ServicesDR services in PG&E's service territory:

- ~~1. The CAISO has a requirement to register a PDR resource. In addition, a DRP must have a Scheduling Coordinator (SC) or contract for SC services in order to participate in the CAISO wholesale electricity market. DRPs shall register with the CPUC. The CPUC will post a list of registered DRPs on its website, which shall be accessible to customers to validate that the DRP is a legitimate entity and that will enable PG&E to verify that the DRP has completed CPUC registration as required prior to establishing service. Requirements~~
- ~~2. The DRP must submit an executed standard Demand Response Provider Service Agreement (DRP Service Agreement - Form No. 79-XXXX).~~
- ~~3. The DRP must warrant to the UDC that the DRP has registered with the CPUC. The DRP may have its registration suspended or revoked, immediately or prospectively, in whole or in part, for any of the following acts:~~
  - ~~(a) Making material misrepresentations in the course of soliciting customers, entering into service agreements with those customers, or administering~~

(N)

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~~those service agreements.~~

- ~~(b) Dishonesty, fraud, or deceit with the intent to substantially benefit the DRP or its employees, agents, or representatives, or to disadvantage retail electricity customers.~~
- ~~(c) Where the CPUC finds that there is evidence that the DRP is not financially or operationally capable of providing the offered Demand Response Service.~~
- ~~(d) The misrepresentation of a material fact by an applicant in obtaining a registration pursuant to Section 394.~~

~~If the DRP intends to serve residential and small commercial customers, as defined in Rule 1, the DRP must also warrant to the UDC that it has selected an IVA for all transactions for which independent verification is required under this rule.~~

All DRPs enrolling bundled service customers must:

- a. Execute the required service agreements with the CAISO for registering resources.
- b. Execute a Demand Response Provider Service Agreement (DRP Service Agreement - Form No. 79-XXXX) with PG&E.

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D. DRP SERVICE ESTABLISHMENT (cont.)

(N)

2 CPUC Registration Requirements:

DRPs enrolling residential and small commercial bundled service customers, as defined in Rule 1, must register with the CPUC, in accordance with Sections B.5.b and B.12.

3. To the extent the CPUC has ordered the DRP and PG&E to enter into financial settlements relative to participation in CAISO, the DRP must satisfy PG&E's credit requirements as specified in Section J, Credit Requirements.

4. To the extent the DRP elects to use electronic data interchange (EDI) to communicate with PG&E regarding direct participation DR services or provide MDMA services, the DRP must satisfy applicable CPUC Electronic Data Exchange requirements, including:

- a. DRP must complete all necessary electronic interfaces for the DRP and UDC to communicate, and if the DRP is providing MDMA services, to satisfy meter reading communications including communicating to and from MDMA Servers for sharing of meter reading and usage data.
- b. The DRP must have the capability to exchange data with the UDC via the Internet. Alternative arrangements may be allowed if mutual agreement is made between the UDC and the DRP.
- c. The DRP must have the capability to perform Electronic Data Interchange (EDI) transactions, and enter into appropriate agreements related thereto.

(N)

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~~D. DRP SERVICE ESTABLISHMENT (cont.)~~

(N)

- ~~4. The DRP must satisfy the UDC's credit requirements as specified in Section J, Credit Requirements.~~
- ~~5. The DRP must satisfy applicable CPUC Electronic Data Exchange requirements, including:
 
  - ~~a. DRP must complete all necessary electronic interfaces for the DRP and UDC to communicate for DRSRs, general communications, and if providing Metering and Data Management Agent (MDMA) services, to satisfy meter reading communications including communicating to and from MDMA Servers for sharing of meter reading and usage data.~~
  - ~~b. The DRP must have the capability to exchange data with the UDC via the Internet. Alternative arrangements may be allowed if mutual agreement is made between the UDC and the DRP.~~
  - ~~c. The DRP must have the capability to perform Electronic Data Interchange (EDI) transactions, and enter into appropriate agreements related thereto.~~~~

~~E. DEMAND RESPONSE SERVICE REQUEST (DRSR)~~

- ~~1. Demand Response Service Requests (DRSRs), in the form specified by the UDC, must be submitted electronically (unless the UDC has also approved some alternative means of submittal) to the UDC by the customer's authorized DRP, or the customer if it is acting as its own DRP. The DRSR process described herein is used for customer DR service elections, customer-initiated returns to default electric service, and DRP-initiated termination of a customer agreement. DRPs must execute the DRP Service Agreement and successfully complete all DR service establishment requirements set forth in this Rule before submitting DRSRs.~~
- ~~2. A separate DRSR must be submitted for each service account. Upon request, the UDC will provide timely updates on the status of the DRSR processing to the submitting DRP.~~
- ~~3. DRSRs must identify the service account information, as determined by the UDC, of the customer participating in DR service, including its meter service elections, if applicable. A DRSR that does not contain this information shall be considered materially incomplete.~~

(N)

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~~E DEMAND RESPONSE SERVICE REQUEST (DRSR) (Cont'd.)~~

(N)

- ~~4. DRSR forms and guidelines will be available through electronic means (e.g., the UDC's website).~~
- ~~5. a. For a residential or small commercial customer, a DRSR shall not be submitted to the UDC by the DRP until after midnight of the third business day after the independent verification required under this rule has been completed, or until after midnight of the fifth business day after the mailing or provisioning of the independent verification notice, whichever is later. It is the responsibility of the DRP to ensure that the requests of the residential and small commercial customers to cancel service pursuant to this rule are honored.~~
- ~~b. If a customer cancels an agreement pursuant to this rule, a DRSR shall not be submitted for that customer. If a DRSR has already been submitted, the submitting party shall, within twenty four (24) hours, direct the UDC to cancel the DRSR.~~
- ~~6. The UDC will provide an acknowledgment of its receipt of the DRSR to the DRP within two (2) business days of its receipt. The UDC shall provide to the DRP, within three (3) business days, a DRSR status notification informing them as to whether the DRSR has been accepted, rejected, or deemed pending for further information. If accepted, the enrollment date is determined in accordance with paragraphs 10 or 11 of this section shall be sent to the DRP. A DRSR may be rejected for failure to comply with enrollment guidelines established by the Commission. If a DRSR is rejected, the UDC shall provide the reason for the rejection. If a DRSR is held pending further information, it shall be rejected if the DRSR is not completed within eleven (11) business days following the status notification.~~
- ~~7. In accordance with the provision of Rule 3, a UDC has the right to deny the DRP's request for service if the information provided by the applicant is false, incomplete, or inaccurate in any material respect.~~
- ~~8. If a submitted DRSR complies with the DRSR requirements, the DRSR will be accepted and scheduled for DR service customer enrollment.~~
- ~~9. DRSRs shall be handled on a first come, first served basis. Each request shall be date and time stamped by the UDC.~~

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~~E. DEMAND RESPONSE SERVICE REQUEST (DRSR) (Cont'd.)~~

(N)

- ~~10. If more than one enrollment DRSR is received for a service account within a single DRSR processing period, only the first valid DRSR received shall be processed in that period. All subsequent DRSRs shall be rejected.~~
- ~~11. Accepted DRSRs that do not require a meter change shall be enrolled after X business days for that service account.~~
- ~~12. If an accepted DRSR requires a meter change (i.e. the existing meter is not an appropriate interval meter), meter changes will occur as described in Section G.~~
- ~~13. In the event the CPUC or the CAISO governing board declares an emergency and institutes a moratorium of PG&E processing of DRP requests, PG&E shall comply with such moratoriums and inform DRPs or customers of the details of emergency plans.~~
- ~~14. The UDC, DRP, and customer, upon mutual agreement, may agree to a different service change date for the service changes requested in a DRSR.~~

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

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~~E. DEMAND RESPONSE SERVICE REQUEST (DRSR) (Cont'd.)~~

(N)

~~15. Customers who are requesting to be removed from DR service will follow the same process and timing as DRSRs to establish DR service.~~

~~a. DRPs requesting to remove a customer from DR service will submit a DRSR and be responsible for the continued provision of the customer's DR service until the service change date. In this case, the DRP will also be responsible for paying any CPUC-approved DRSR charge.~~

~~b. Customers requesting to be removed from DR service may do so either by contacting their DRP or by directly contacting the UDC. In this later case, the customer may be responsible for paying any CPUC-approved DRSR charge.~~

~~c. If a DRSR is received for a customer already enrolled in another DRP's DR program, the DRSR will be processed as a request to change their DRP subject to contractual requirements from the current DRP. If the term of service for the current DRP has not yet elapsed, the current DRP may reject the DRSR request or the DRSR can be scheduled for a time corresponding to the end of the current service agreement.~~

~~F. INDEPENDENT VERIFICATION~~

~~A request for a change in DRPs representing residential or small commercial customers, as defined in Rule 1, will follow the independent verification process established for ESPs under direct access service. A request for change shall not be submitted by a DRP until midnight of the third business day after the provisions of Sections 366.5(a) or 366.5(b) of the Public Utilities Code have been satisfied, or until after midnight of the fifth business day after the mailing or provisioning of the Public Utilities Code Section 394.5 notice, whichever is later. These provisions are not repeated herein.~~

(N)

(Continued)

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Sheet 14

**GE. METERING SERVICES**

(N)

Meter Services are comprised of three primary functions: Meter Ownership, Meter Services (installation, maintenance, and testing), and MDMA services. A DRP shall utilize the same MSP and MDMA as the ~~Load Serving Entity (LSE)~~ and must work with the LSE's MDMA and MSP to ensure that the appropriate interval metering required for its DR program is installed, and to obtain customer meter data. ~~However, to the extent the DRP and the LSE/MDMA/MSP agree to install a KYZ pulse device, owned by the DRP and installed by the MSP, with the permission of the customer, the data from the KYZ pulse device can be used by the DRP in measuring customer performance and for meeting telemetry requirements, if the data obtained from the device is accurate to within +/- 2% and is agreeable to the CAISO,.~~ The customer or the DRP will be responsible for the installation cost of the KYZ pulse device.

PG&E shall perform all ~~Metering Services-MSP and MDMA services~~ for Bundled Service and Community Choice Aggregation Service customers participating in Demand Response services and for Direct Access Service customers, if PG&E is acting as the MDMA at the election of the customer, ~~inclusive of installation of a KYZ pulse device at the request of the DRP with the permission of the customer.~~ PG&E, as the ~~Meter Service provider~~MSP, shall ensure all of its meters and associated metering services are in conformance with its metering standards ~~and~~ Commission-approved rules, ~~and CAISO tariff requirements and BPMs~~ governing such services.

1. Meter Conformity

At a minimum, all meters and meter services must conform to the standards set forth in ~~the Direct Access Standards for Metering and Meter Data (DASMMMD)PG&E's Rule 17~~ as approved by the CPUC. ~~To the extent a customer taking Direct Access service under PG&E's Direct Access tariff elects, or is required to return to PG&E Bundled Service, such customer may continue to use the same meter for participating in DR service provided it conforms to the DASMMMD, and is compatible with current PG&E meter reading systems. and consistent with ANSI standards..~~

~~Customers~~DRPs for direct access customer who had previously purchased or leased an interval meter acceptable to PG&E as a condition of receiving direct access service, may utilize ~~that~~ interval meter for billing purposes for ~~Demand Response-DR~~ services, with approval of ~~their~~the customer's MSP and MDMA, ~~but shall continue to be responsible for the obligations of a meter owner under Electric Rule 22 Section G..~~

(N)

If ~~the-a~~ direct access customer has a non-conforming meter, or elects to have the meter replaced ~~by PG&E as the MSP~~, PG&E reserves the right to extend its normal installation period due to meter and installation personnel availability. Under these circumstances, PG&E ~~as the MSP~~ shall apprise the customer and ~~the~~ DRP of the specific reasons for the delay, the anticipated schedule for

(Continued)



**ELECTRIC RULE NO. 24**  
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installation, and any applicable charges, **subject to CPUC approval.**

2. Meter Changes

If ~~an accepted DRSR requires~~ a meter change **is required** (i.e. the existing meter is not an appropriate interval meter), the customer and DRP have choices for how to proceed:

a) The customer may be scheduled to receive an interval meter as part of the Advanced Metering Infrastructure (AMI) deployment. In this instance, the customer and DRP can elect to **schedule the DRSR begin DR services** after the AMI meter installation date. A DRP requirement for the meter to have a smaller interval than that customer class would normally require will incur an additional charge for the customer or DRP, **subject to CPUC approval.**

b) If the customer's AMI meter is not an appropriate interval meter ~~or and~~ the DRP and customer would like an appropriate AMI interval meter installed prior to the scheduled installation date, enrollment will occur as follows:

(1) If the customer is on Direct Access service, and requires an interval meter **or telemeter**, the customer may elect to have the necessary metering equipment installed by the **LSE's ESP's MSP** at the customer's or DRP's expense. ~~Such metering services may be subject to fees in accordance with PG&E's Schedule E DRP. The service account will be enrolled on the date of meter installation.~~

(2) If the customer is on Bundled Service or Community Choice Aggregation Service and requires an interval meter or telemeter, PG&E, in its role as the MSP, shall install the required metering equipment at the customer's or DRP's expense. PG&E shall endeavor to complete the meter change request within fifteen (15) days ~~after acceptance of the DRSR~~ in the absence of a meter installation backlog or other circumstances beyond PG&E's control such as, but not limited to, delays in the installation of a communication line **(if applicable)** to the meter. PG&E shall provide notice of any current meter service backlog or the next available installation date. The cost for the installation of a telemeter shall be at the customer's expense. Such metering services may be subject to **CPUC-approved** fees in accordance with ~~PG&E's applicable tariffs, this Rule 24.~~ However, if the customer or the DRP is willing to pay a fee to expedite the installation of the meter, PG&E will endeavor to accommodate the request. The fee shall be consistent with fees adopted by the CPUC.

c) **If requested by the customer or the DRP, with the permission of the**

(Continued)



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customer, PG&E will make a KYZ pulse connection to its meter so as to provide near, real-time access to meter data to the DRP and the customer. The installation will be made within a reasonable period of time. The cost of the installation will be a reasonable charge consistent with CPUC-approved fees for similar services. The cost of the installation shall be borne by the customer or the DRP. The installation shall not interfere with the normal operation of the meter.

(Continued)

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**GE. METERING SERVICES (Cont'd)**

(N)

3. MDMA Services

PG&E shall perform all MDMA services required for DR service for Bundled Service and Community Choice Aggregation service customers, and for Direct Access service customers, at the election of the direct access customer, in accordance with its CPUC-approved tariffs. ~~If the direct access service customer uses a third party MDMA, the customer will be responsible for any and all costs associated with providing PG&E with acceptable interval data, CAISO tariff requirements and transferred into PG&E's MDMA server 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. BPMs governing such services.~~ MDMA obligations include but are not limited to the following:

- a. Meter data for DRP customers shall be read, validated, edited, and ~~—~~transferred to the MDMA server pursuant to ~~PG&E's applicable standards, including applicable CPUC and CAISO tariff and BPM requirements for settlement quality meter data.~~ The data shall be made available to the DRP at the earliest possible time so as to allow for settlement with the CAISO. If it is not possible to provide VEE data, the DRP shall have access to the raw data and may perform its own VEE process to the data before submitting the data as estimated data to the CAISO.
- b. Both ~~the~~ LSE and DRP shall have access to the MDMA server.
- c. The MDMA shall provide the DRPs (or their designated agents) with ~~—~~reasonable and timely access to meter data as required to allow the ~~—~~proper performance of billing, settlement, scheduling, forecasting and ~~—~~other functions. ~~Such access shall be provided at a minimum of 15-minute interval data within 24 hours or more frequently, if ordered by the CPUC or required by the CAISO.~~

4. Charges for Metering Services

PG&E ~~as the MDMA~~ may charge the customer or the DRP for the metering services only to the extent such charges are authorized by the CPUC, ~~and that the services provided are in excess of what the customer already pays for in its charges to the utility.~~ The installation of interval metering or any required telemetering equipment shall be at the customer's or DRP's expense. The metering services for supporting ~~PDR/RDRP~~direct participation may be more extensive than ~~those for Direct Access since more frequent and granular data is require by the CAISO for settlement. [Charges for these services need to be developed]~~normal metering services.

(N)

(Continued)



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5. Telemetry

If a telemeter is required to participate in a DRP's program, the telemeter services must conform to the CAISO's telemetry technical requirements. The DRP is solely responsible for providing a telemetry solution subject to CAISO requirements at the expense of the DRP or the customer.

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**ELECTRIC RULE NO. 24**  
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~~H. INVOLUNTARY SERVICE CHANGES. DISCONTINUATION OF SERVICE BY~~ (N)  
~~DRP~~

1. Service Changes

The customer may have been participating in DR service from a DRP ~~which changed that discontinued service~~ due to the following circumstances:

- a. The DRP ~~enrolling residential and small commercial bundled service customers~~ has been ~~decertified/deregistered~~ by the CPUC ~~or receives a~~;
- b. The CPUC ~~issues an order that otherwise prohibits the DRP-PG&E from serving that customer; contracting with a DRP;~~
- ~~bc.~~ The DRP ~~or PG&E~~ has materially failed to meet its obligations under the terms of the DRP Service Agreement ~~(including applicable tariffs) or Rule 24~~ so as to constitute an event of default and PG&E ~~or the DRP~~ exercises a contractual right to terminate the agreement;
- ~~c.~~ ~~The DRP has materially failed to meet its obligations under the terms of the DRP Service Agreement (including applicable tariffs) so as to constitute an event of default and PG&E exercises a contractual right to change metering options;~~
- ~~d.~~ ~~The DRP ceases to perform by failing to provide schedules through an SG wherever such schedules are required.~~
- ~~e.~~ ~~The customer fails to meet its DR service requirements and obligations under PG&E's rules and tariffs.~~

~~Notices of involuntary service changes or termination in Demand Response Services will be sent to the LSE, the DRP, the UDC, the MDMA if different from the DRP, each customer under contract as described in this Section H, the CAISO, and to the CPUC.~~

- d. The DRP is no longer authorized by the CAISO to provide DR services; or
- e. The DRP has decided to discontinue providing services associated with an LSE, UDC, MDMA or MSP or a customer for any reason.

2. Notices of discontinuation of service by PG&E or the DRP, as applicable, will be provided as follows:

- a. If service is discontinued pursuant to Section F.1.b or F.1.c (as it relates to a material failure of DRP), PG&E shall be obligated to notify the DRP and applicable LSEs, UDC, MDMA, each affected customer, the CPUC and the

(Continued)

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CAISO.

- b. If service is discontinued pursuant to Section F.1.a, F.1.c. (as it relates to a material failure of PG&E), F.1.d. or F.1.e, the DRP shall be obligated to notify the applicable LSEs, UDC, MDMA, each affected customer, and the CAISO.
- c. In addition, if service is discontinued pursuant to Section F.1.e, the DRP shall modify the relevant PDR in CAISO's system accordingly.

(Continued)

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~~H.— INVOLUNTARY SERVICE CHANGES (Cont'd.)~~

(N)

~~2.— Change of Service Election In Exigent Circumstances~~

~~In the event the UDC finds that a DRP or the customer has materially failed to meet its obligations under this tariff or DRP Service Agreement such that the UDC seeks to invoke its remedies under this Section H (other than a termination of metering under Section H.4), and the failure constitutes an emergency (i.e., the failure poses a substantial threat to the reliability of the electric system or to public health and safety or the failure poses a substantial threat of irreparable economic or other harm to PG&E or the customer) or the failure relates to DRP's unauthorized energy use, then the UDC may initiate a change, or, in some cases, terminate a customer's service election, or a DRP's ability to provide certain services under DR activity. In such case, the UDC shall initiate the change or termination by preparing a DRSR, but the change or termination may be made immediately notwithstanding the applicable DRSR processing times set forth in this tariff. The UDC shall provide such notice and/or opportunity to cure the problem to the DRP and/or the affected customer as is reasonable under the circumstances of this section, if any is reasonable. The DRP or the affected customer shall have the right to seek an order from the CPUC restoring the customer's service election and/or the DRP's ability to provide services. Unless expressly ordered by the CPUC, these provisions do not disconnect electric service provided to the customer.~~

~~3.— Change of Service Election Absent Exigent Circumstances~~

~~In the event the UDC finds that a DRP has materially failed to meet its obligations under this tariff or the DRP Service Agreement such that the UDC seeks to invoke its remedies under this Section H, but the failure does not constitute an emergency (as defined in Section H.2) or involve the DRP's unauthorized energy use, the UDC shall notify the DRP and the affected customer of such finding in writing stating specifically:~~

- ~~a.— The nature of the alleged non-performance;~~
- ~~b.— The actions necessary to cure it;~~
- ~~c.— The consequences of failure to cure it and the remedy the UDC proposes to invoke in the event of a failure to cure; and~~
- ~~d.— The name, address, and telephone number of a contact person at the UDC authorized to discuss resolution of the problem.~~

(N))

(Continued)



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Sheet 18

~~H. INVOLUNTARY F. DISCONTINUATION OF SERVICE CHANGES BY DRP~~  
(Cont'd.)

(N)

3. ~~Change of Service Election Absent Exigent Circumstances (Cont'd.)~~ Action in the Event of Discontinuation of Service by a DRP

~~The DRP shall have thirty (30) days from receipt of such notice to cure the alleged non-performance or reach an agreement regarding it with the UDC. If the problem is not cured or an agreement is not reached following this thirty (30) day period, the UDC may initiate the DRSR process set forth in this tariff to accomplish the remedy set forth in the notice; provided that the UDC shall suspend the exercise of such remedy if, before the end of the cure period, the DRP has filed an application with the CPUC requesting an order from the CPUC that the DRP is entitled to continue the DRP Service Agreement and the UDC is not entitled to exercise the remedy it has identified in its notice. The status of the DRP shall not change pending the CPUC's review of the UDC's request provided that an emergency, as described in Section H.2, does not arise. Unless expressly ordered by the CPUC, these provisions will not result in disconnection of electric service provided to the customer. The UDC's action to defer the exercise of its remedies in accordance with this section does not constitute a waiver of any rights.~~

4. ~~Burden of Proof Before The CPUC~~

~~In any case before the CPUC, the party bearing the burden of proof shall be established in the manner normally followed at the CPUC.~~

5. ~~Action in the Event of Termination~~

~~Upon termination of DRP DR services pursuant to this Section H, the customer will be removed from DR services with the DRP and returned to their otherwise applicable schedule, unless the customer has previously selected another DRP under the procedures set forth in Section E. As of the effective date of the discontinuation of DR services by a DRP pursuant to this Section F, the bundled service customer will no longer be participating in DR services with the discontinued DRP. The customer shall thereafter have the right at any time to select another DRP pursuant to ~~Section E.~~ this Rule 24.~~

(N)

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~~H. INVOLUNTARY SERVICE CHANGES (Cont'd.)~~

(N)

~~6. Prohibition~~

~~The UDC is prohibited from using any of the involuntary service changes in an anti-competitive manner.~~

~~I. SERVICE DISCONNECTIONS AND RECONNECTIONS~~

- ~~1. PG&E will notify the customer of PG&E's right to disconnect electric service for the non-payment of PG&E charges pursuant to electric Rules 8 and 11. The customer, and not PG&E, is responsible for contacting the DRP in the event it receives notice of late payment or service termination from PG&E for any of its participating Service Accounts. If a customer has been disconnected, and is not reconnected within two (2) days, PG&E will promptly notify the DRP.~~
- ~~2. PG&E will not disconnect electric service to the customer for the non-payment of the DRP's charges. In the event of non-payment of DRP charges by the customer, the DRP may submit a DRSR requesting transfer of the service account to the customer's OAS according to Section E.~~
- ~~3. PG&E will not disconnect electric service to the customer for either the non-payment of DRP charges by the customer, or the non-payment of PG&E charges by the DRP. In the event of non-payment of DRP charges by the customer, the DRP may submit a DRSR requesting transfer of the service account to PG&E Bundled service according to Section E.~~

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(N)

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**JG. CREDIT REQUIREMENTS (We reserve the right to make additional changes pending a CPUC decision on financial settlements or other applicable fees for DRPs enrolling bundled service customers.)**

1. ~~The UDC will~~PG&E may require the DRP enrolling bundled service customers to establish its creditworthiness through evaluations, deposits, or other security in the manner described in Section JG.2, to ~~cover CPUC approved~~the extent the CPUC approves the ability for PG&E to levy charges incurred for services rendered as a result of DR activities, or to the extent the CPUC requires a financial settlement between DRPs and LSEs for PDR performance when dispatched by CAISO. That is, the creditworthiness only applies to ~~the LSE~~ charges that are billed by PG&E directly to the DRP.
2. The DRP may establish its creditworthiness through any one of the following.
  - a. Credit Evaluation

A DRP with a demonstrable current credit rating of Baa2 or higher from Moody's or BBB or higher from Standard and Poor's, or Fitch -is deemed to be creditworthy unless the UDC determines that a material change in the DRP's creditworthiness has occurred. The UDC requires the DRP to complete a credit application including financial information reasonably necessary to establish credit. The creditworthiness evaluation may be conducted by an outside credit analysis agency, determined by the UDC, with final credit approval granted by the UDC. This evaluation will be completed within ten (10) business days. Credit reports will remain strictly confidential between the credit analysis agency and the UDC. A credit application processing fee, as approved by the CPUC, may be charged to offset the cost of determining the DRP's creditworthiness.

(N)

(N)

(Continued)



**ELECTRIC RULE NO. 24**  
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Sheet 21

**JG. CREDIT REQUIREMENTS (Cont'd.)**

(N)

b. Security Deposits

The DRP may submit and maintain a cost-based security deposit in lieu of submitting to or being qualified under a creditworthiness evaluation. The amount of the security deposit required to establish credit will be twice the estimated maximum monthly revenues from the CAISO for participating in one month of Demand Response Activities, where such estimate is based on the last twelve (12) months of historical activity. The initial value of the security deposit will be estimated by the DRP to cover its expected customer base and frequency of Demand Response Activities and will be adjusted as necessary from time to time to meet the security requirements based on changes in the DRP's customer base, changes in market price, and frequency of DR activities. Security deposits may be in the form of (1) cash deposits, with interest earned at the 3-month Non-Financial commercial paper rate, (2) letters of credit, defined as irrevocable and renewable issued by a major financial institution rated A/A2 by S&P/Moody's, respectively, (3) surety bonds, defined as renewable and issued by a major insurance company rated A/A2/A by S&P/Moody's/A.M. Best, respectively, or (4) guarantees, with guarantors having a credit rating of Baa2 or higher from Moody's or BBB or higher from Standard and Poor's, or Fitch unless the UDC determines that a material change in the guarantor's creditworthiness has occurred, or, in other cases, through the credit evaluation process described above. Security deposits must be posted with the UDC prior to the DRP's participation in Demand Response Activity.

c. Security Deposit Payment Timetable

DRPs are obligated to post security deposits with the UDC(s) prior to the DRP's participation in DR activities. Such a deposit shall not be required until three (3) days after the DRP receives approval from those customers that will be participating in DR activities through the DRP.

d. Interest on Cash Deposit

The UDC will pay interest on cash deposits calculated on a daily basis, and compounded at the end of each calendar month, from the date fully paid to the date of refund by check or credit to the DRP's account. The interest rate applicable in each calendar month shall be calculated based upon the three-(3) month, non-Financial commercial paper rate; except that when a refund is made within the first fifteen (15) days of a calendar month, the interest rate applicable in the previous month shall be applied for the elapsed portion of the month in which the refund is made.

||  
 (N)

(Continued)



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Sheet 22

**JG. CREDIT REQUIREMENTS (Cont'd.)**

(N)

e. Ongoing Maintenance of Credit

To ensure continued validity of established unsecured credit, the DRP shall promptly notify the UDC of any material change in its credit rating or financial condition. The DRP shall also furnish evidence of an acceptable credit rating or financial condition, as set forth above, to the UDC upon request. In the event the UDC determines that the DRP's, or the DRP's guarantor's, creditworthiness has materially changed, as set forth above, and the DRP does not rectify or provide a security deposit commensurate with the change in creditworthiness, then the UDC shall notify the CAISO that the DRP has defaulted on its credit requirements and is no longer eligible to participate as a DRP under PG&E's tariffs.

f. Re-establishment of Credit

A DRP whose eligibility as a DRP has been terminated, revoked or suspended under this section may reestablish its credit worthiness by the provision of a security deposit, or by any other manner described in this Section J following a six (6) month period from the date of the termination, revocation or suspension.

3. Additional Documents

The DRP shall execute and deliver all documents and instruments (including, without limitation, security agreements and the UDC financing statements) reasonably required from time to time to implement the provisions set forth above and to perfect any security interest granted to the UDC.

**KH. FINANCIAL SETTLEMENTS (We reserve the right to make additional changes pending FERC action and any subsequent CPUC decision on financial settlements for DRPs enrolling bundled service customers and for PG&E acting as the DRP for direct access or CCA customers.)**

~~1.—~~ PG&E, acting as the LSE, ~~will~~may require the DRP to provide payment for the CPUC-approved financial charges incurred as a result of Demand Response participation in the CAISO markets, ~~if any~~. Changes to the CAISO markets and market rules and CPUC-approved financial charges will result in updates to ~~this~~ Section ~~K-H~~.

~~2.—~~ The DRP will be required to pay the following amounts to PG&E acting as the customer's LSE for participating in the CAISO markets:

~~a.—~~ Day Ahead Energy Market

~~b.—~~ Real Time Energy Market



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~~e. Ancillary Service Markets~~

~~d. Timeliness of Payment~~

~~3. Resource Adequacy~~

(N)

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**APPENDIX C**

**DEMAND RESPONSE PROVIDER (DRP) SERVICE AGREEMENT –  
CLEAN VERSION**



Pacific Gas and Electric Company

# DEMAND RESPONSE PROVIDER (-DRP) SERVICE AGREEMENT

This Demand Response Provider (-DRP) Service Agreement ( "Agreement") is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between "\_\_\_\_\_" ("DRP"), a \_\_\_\_\_ organized and existing under the laws of the state of \_\_\_\_\_, and the load-serving entity ("LSE"), "Pacific Gas and Electric Company's" ("PG&E's"), wherein PG&E is a corporation organized and existing under the laws of the state of California. From time to time, -DRP and LSE shall be individually referred to herein as a "Party" and collectively as the "Parties."

## **Section 1: General Description of Agreement**

- 1.1 This Agreement is a legally binding contract. The Parties named in this Agreement are bound by the terms set forth herein and otherwise incorporated herein by reference. This Agreement shall govern the business relationship between the Parties hereto by which DRP shall offer direct participation demand response services in wholesale market transactions with retail customers in PG&E's service territory (" Demand Response Service" as defined in Rule 1 and as defined in the attached Appendix). Each Party, by agreeing to undertake specific activities and responsibilities for or on behalf of customers, acknowledges that each Party shall relieve and discharge the other Party of the responsibility for said activities and responsibilities with respect to those customers. Except where explicitly defined herein (including Attachment A hereto) the definitions controlling this Agreement are contained in PG&E's Rule 1, Definitions or Rule 24, Direct Participation Demand Response.
- 1.2 The form of this Agreement has been developed as part of the CPUC regulatory process, was intended to conform to CPUC directions, was filed and approved by the CPUC for use between a utility Load Serving Entity (LSE) and DRPs participating in the wholesale market, and may not be waived, altered, amended or modified, except as provided in i.) herein or in Rule 24 or ii.) as may otherwise be authorized by the CPUC provided that any amendment or modification under subparagraph (ii) must be promptly disclosed in writing to DRP and in the event such amendment or modification is deemed, in DRP's sole discretion, to be a material amendment or modification, DRP may terminate the Agreement.

## **Section 2: Representations**

- 2.1 Each Party represents that it is and shall remain in compliance with the terms of this Agreement and Rule 24.
- 2.2 Each person executing this Agreement for the respective Parties expressly represents and warrants that he or she has authority to bind the entity on whose behalf this Agreement is executed.
- 2.3 Each Party represents that (a) it has the full power and authority to execute and deliver this Agreement and to perform its terms and conditions; (b) the execution, delivery and performance of this Agreement have been duly authorized by all necessary corporate or

other action by such Party; and (c) this agreement constitutes such Party's legal, valid and binding obligation, enforceable against such Party in accordance with its terms.

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

**Section 3: Term of Service**

The term of this Agreement shall commence on the date of execution by both Parties hereto (the "Effective Date") and shall terminate on the earlier of (a) the date the DRP informs the LSE that it is no longer operating as a DRP for the LSE's customers; (b) upon termination pursuant to Section 4 hereof; or (c) the effective date of a new DRP Service Agreement between the Parties hereto. Notwithstanding the Effective Date of this Agreement, the DRP acknowledges that it may only offer Demand Response Activity Service to customers effective on or after the CPUC-approved date for commencement of such services by DRPs, and only after it has complied with all provisions of this Agreement and PG&E's Electric Rule 24.

**Section 4: Events of Default and Remedy for Default**

- 4.1 An Event of Default under this Agreement shall include either Party's material breach of this Agreement or PG&E's Electric Rule 24 and failure to cure such breach within thirty (30) calendar days of receipt of written notice thereof from the non-defaulting Party .
- 4.2 In the event of such an Event of Default that is not cured under 4.1, the non-defaulting Party shall be entitled (a) to exercise any and all remedies available under PG&E's Electric Rule 24; (b) to the extent not inconsistent with PG&E's Electric Rule 24, to exercise any and all remedies provided for by law or in equity; and (c) in the Event of Default, and failure to cure, to terminate this Agreement upon written notice to the other Party which shall be effective upon the receipt thereof.
- 4.3 An Event of Default, and failure to cure, by any Party hereto of any material provision of this Agreement or PG&E's Electric Rule 24 shall be governed by applicable provisions contained therein and each Party will retain all rights granted thereunder.

**Section 5: Billing, Metering, and Payment**

- 5.1 Metering services that are available to the -DRP shall be as described in PG&E's Electric Rule 24.
- 5.2 PG&E, acting as the LSE, will bill and the DRP agrees to pay PG&E for all services and products provided by PG&E, and approved by the CPUC, related to direct participation demand response services in accordance with the terms and conditions set forth in PG&E's Electric Rule 24. Any services provided by the DRP to PG&E shall be by separate agreement between the Parties and are not a subject of this Agreement.
- 5.3 PG&E, as the MDMA, agrees to provide meter data to the DRP, in accordance with

PG&E's Electric Rule 24 as necessary to allow the DRP to settle with the CAISO and in accordance with CPUC Orders. MDMA services, requested by the DRP, may be provided by PG&E subject to a separate agreement.

- 5.4 DRP may utilize and acquire electric energy usage data from Data Pulse Equipment installed by PG&E so long as DRP has obtained customer consent for such utilization and so long as acquisition of data and such utilization does not interfere with PG&E's metering equipment. DRP will be responsible for installation costs. Subject to CAISO approval, this data may be used for revenue quality meter data purposes and satisfy the telemetry requirement.

**Section 6: Limitation of Liability**

Each Party's liability to the other Party for any loss, cost, claim, injury, liability, or expense, including reasonable attorneys' fees, relating to or arising from any act or omission in its performance of this Agreement, shall be limited to the total amount paid to PG&E under this Agreement during the six-month period immediately preceding the event giving rise to the claim(s). In no event shall either Party be liable to the other Party for any indirect, special, consequential, or punitive damages of any kind whatsoever, whether in contract, tort or strict liability.

**Section 7: Indemnification**

- 7.1 To the fullest extent permitted by law, and subject to the limitations set forth in Section 6 of this Agreement, each Party (the "Indemnifying Party") shall indemnify, defend and hold harmless the other Party, and its current and future direct and indirect parent companies, affiliates and their shareholders, officers, directors, employees, agents, servants and assigns (collectively, the "Indemnified Party") from and against any and all third-party claims and/or liabilities for losses, expenses, damage to property, injury to or death of any person, including, but not limited to, the Indemnified Party's employees and its affiliates' employees, subcontractors and subcontractors' employees, or any other liability incurred by the Indemnified Party, including reasonable expenses, legal and otherwise, which shall include reasonable attorneys' fees, caused wholly or in part by any negligent, grossly negligent or willful act or omission by the Indemnifying Party, its officers, directors, employees, agents or assigns arising out of this Agreement, except to the extent caused wholly or in part by any negligent, grossly negligent or willful act or omission of the Indemnified Party.

- 7.2 If any claim covered by Section 7.1 is brought against the Indemnified Party, then the Indemnifying Party shall be entitled to assume the defense of such claim. If the Indemnifying Party does not assume the defense of the Indemnified Party, or if a conflict precludes the Indemnifying Party from assuming the defense, then the Indemnifying Party shall reimburse the Indemnified Party on a monthly basis for the Indemnified Party's defense through separate counsel of the Indemnified Party's choice. Even if the Indemnifying Party assumes the defense of the Indemnified Party the Indemnified Party, at its sole option, may participate in the defense, at its own expense, with counsel of its own choice without relieving the Indemnifying Party of any of its obligations hereunder. In no event shall either Party be liable to the other Party for any indirect, special, consequential, or punitive damages of any kind whatsoever, whether in contract, tort or strict liability.

- 7.3 The Indemnifying Party's obligation to indemnify under this Section 7 shall survive termination of this Agreement, and shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Indemnifying Party under any statutory scheme, including, without limitation, under any Worker's Compensation Acts, Disability Benefit Acts or other Employee Benefit Acts.

**Section 8: Assignment and Delegation**

- 8.1 Neither Party to this Agreement shall assign any of its rights or obligations under this Agreement, except with the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. No assignment of this Agreement shall relieve the assigning Party of any of its obligations under this Agreement until such obligations have been assumed by the assignee. When duly assigned in accordance with the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the assignee and the assignor shall be relieved of its rights and obligations. Any assignment in violation of this Section 8 shall be void.
- 8.2 Notwithstanding the provisions of this Section 8, either Party may subcontract its duties under this Agreement to a subcontractor, provided that the subcontracting Party shall remain fully responsible as a principal and not as a guarantor for performance of any subcontracted duties, shall serve as the point of contact between its subcontractor and the other Party, and shall provide the other Party with thirty (30) calendar days' prior written notice of any such subcontracting, which notice shall include such information about the subcontractor as the other Party shall reasonably require, and provided further that each Party may subcontract its obligation to provide Metering or Meter Reading Services under this Agreement only to subcontractors who have complied with all certification or registration requirements described in applicable law, CPUC rules and PG&E's Electric Rule 24. If either Party subcontracts any of its duties hereunder, it shall cause its subcontractors to perform in a manner which is in conformity with that Party's obligations under this Agreement.

**Section 9: Independent Contractors**

Each Party shall perform its obligations under this Agreement (including any obligations performed by a Party's designees as permitted under Section 8 of this Agreement) as an independent contractor.

**Section 10: Entire Agreement**

This Agreement consists of, in its entirety, this Demand Response Provider Service Agreement and all attachments hereto, and all Demand Response Service Requests submitted pursuant to this Agreement and PG&E's Electric Rule 24. This Agreement supersedes all other service agreements or understandings, written or oral, between the Parties related to the subject matter hereof.

**Section 11: Nondisclosure**

- 11.1 Neither Party may disclose any Confidential Information obtained pursuant to this

Agreement to any third party, including affiliates of such Party, without the express prior written consent of the other Party. As used herein, the term "Confidential Information" shall include, but not be limited to, all business, financial, and commercial information pertaining to the Parties, customers of either or both Parties, suppliers for either Party, personnel of either Party, any trade secrets, and other information of a similar nature, whether written or in intangible form that is marked proprietary or confidential with the appropriate owner's name. Confidential Information shall not include information known to either Party prior to obtaining the same from the other Party, information in the public domain, or information obtained by a Party from a third party who did not, directly or indirectly, receive the same from the other Party to this Agreement or from a party who was under an obligation of confidentiality to the other Party to this Agreement or information developed by either Party independent of any Confidential Information. The receiving Party shall use the higher of the standard of care that the receiving Party uses to preserve its own confidential information or a reasonable standard of care to prevent unauthorized use or disclosure of such Confidential Information. Each receiving Party shall, upon termination of this Agreement or at any time upon the request of the disclosing Party, promptly return or destroy all Confidential Information of the disclosing Party then in its possession.

- 11.2 Notwithstanding the foregoing, Confidential Information may be disclosed to any governmental, judicial or regulatory authority requiring such Confidential Information pursuant to any applicable law, regulation, ruling, or order, provided that: (a) such Confidential Information is submitted under any applicable provision, if any, for confidential treatment by such governmental, judicial or regulatory authority; and (b) prior to such disclosure, the other Party is given prompt notice of the disclosure requirement so that it may take whatever action it deems appropriate, including intervention in any proceeding and the seeking of any injunction to prohibit such disclosure.

**Section 12: Enforceability**

If any provision of this Agreement or the application thereof, is to any extent held invalid or unenforceable, the remainder of this Agreement and the application thereof, other than those provisions which have been held invalid or unenforceable, shall not be affected and shall continue in full force and effect and shall be enforceable to the fullest extent permitted by law or in equity.

**Section 13: Notices**

13.1 Except as otherwise provided in this Agreement, any notices under this Agreement shall be in writing and shall be effective upon delivery if delivered by (a) hand; (b) email; (c) U.S. Mail, first class postage pre-paid, or (d) facsimile, with confirmation of receipt to the Parties as follows:

**If the notice is to the DRP:**

Company Name -----

Contact Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

e-mail address \_\_\_\_\_

\_\_\_\_\_

Facsimile: \_\_\_\_\_

**If the notice is to the LSE:**

Contact Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

e-mail address

Facsimile: \_\_\_\_\_

13.2 Each Party shall be entitled to specify as its proper address any other address in the United States upon written notice to the other Party.

13.3 Each Party shall designate on Attachment A the person(s) to be contacted with respect to specific operational matters relating to Demand Response Service. Each Party shall be entitled to specify any change to such person(s) upon written notice to the other Party.

**Section 14: Time of Essence**

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

**Section 15: Dispute Resolution**

- 15.1 The form of this Agreement has been filed with and approved by the CPUC as part of PG&E's applicable tariffs. Except as provided in Section 15.2 and 15.3, any dispute arising between the Parties relating to interpretation of the provisions of this Agreement or to the performance of PG&E's obligations hereunder shall be reduced to writing and referred to the Parties' representatives identified on Attachment A for resolution, with the responding Party filing its written response within thirty (30) business days after receiving the written position of the complaining party. Thereafter, the Parties shall be required to meet and confer within ten (10) business days in a good faith effort to resolve their dispute. Pending such resolution, the Parties shall continue to proceed diligently with the performance of their respective obligations under this Agreement, except if this Agreement has been terminated under Section 4.2. If the Parties fail to reach an agreement within ten (10) additional business days of the last session to meet and confer, the matter shall, upon demand of either Party, be submitted to resolution before the CPUC in accordance with the CPUC's rules, regulations and procedures applicable to resolution of such disputes, unless the parties mutually agree to pursue mediation or arbitration to resolve such issues. Resolution by the CPUC does not prevent either party from seeking recourse through the courts or other means.
- 15.2 Any dispute arising between the Parties relating to interpretation of the provisions of this Agreement or to the performance of the DRP's obligations hereunder shall be reduced to writing and referred to the Parties' representatives identified on Attachment A for resolution, with the responding Party filing its written response within thirty (30) business days after receiving the written position of the complaining party. Thereafter, the parties shall be required to meet and confer within ten (10) business days in a good faith effort to resolve their dispute. Pending resolution, the Parties shall proceed diligently with the performance of their respective obligations under this Agreement, except if this Agreement has been terminated under Section 4.2. If the Parties fail to reach an agreement within ten (10) additional business days of the last session to meet and confer, the matter shall, upon demand of either Party, be submitted to resolution before the CPUC in accordance with the CPUC's rules, regulations and procedures applicable to resolution of such disputes, as the parties may pursue remedies allowed by law or in equity, or, the parties may mutually agree to pursue mediation or arbitration to resolve such issues.
- 15.3 If the dispute involves a request for damages, parties are notified that the Commission has no authority to award damages. To resolve such issues, the parties may mutually agree to pursue mediation or arbitration to resolve such issues, or if no agreement is reached, to pursue other legal remedies that are available to the parties.
- 15.4 PG&E's Electric Rule 24 provides a separate process for resolution of disputes between the parties dealing with PDR registrations in CAISO

**Section 16: Applicable Law and Venue**

This Agreement shall be interpreted, governed by and construed in accordance with the laws of the State of California, and shall exclude any choice of law rules that direct the application of the laws of another jurisdiction, irrespective of the place of execution or of the order in which the signatures of the parties are affixed or of the place or places of performance. Except for matters and disputes with respect to which the CPUC is the initial proper venue for dispute resolution pursuant to applicable law or this Agreement, the federal and state courts located in San Francisco County, California shall constitute the sole proper venue for resolution of any matter or dispute hereunder, and the Parties submit to the exclusive jurisdiction of such courts with respect to such matters and disputes.

**Section 17: Force Majeure**

Neither Party shall be liable for any delay or failure in the performance of any part of this Agreement (other than obligations to pay money) due to any event of force majeure or other cause beyond its reasonable control, including but not limited to, unusually severe weather, flood, fire, lightning, epidemic, quarantine restriction, war, sabotage, act of a public enemy, earthquake, insurrection, riot, civil disturbance, strike, work stoppage caused by jurisdictional and similar disputes, restraint by court order or public authority, or action or non-action by or inability to obtain authorization or approval from any governmental authority, or any combination of these causes, which by the exercise of due diligence and foresight such Party could not reasonably have been expected to avoid and which by the exercise of due diligence is unable to overcome. It is agreed that upon the Party so affected giving written notice and reasonably full particulars of such force majeure to the other Party within a reasonable time after the cause relied on, then the obligations of the Party, so far as they are affected by the event of force majeure, shall be suspended during the continuation of such inability and circumstance and shall, so far as possible, be remedied with all reasonable dispatch. In the event of force majeure, as described herein, both Parties shall take all reasonable steps to comply with this Agreement and PG&E's Electric Rule 24 despite occurrence of a force majeure event.

**Section 19: Not a Joint Venture**

Unless specifically stated in this Agreement to be otherwise, the duties, obligations, and liabilities of the Parties are intended to be several and not joint or collective. Nothing contained in this Agreement shall ever be construed to create an association, trust, partnership or joint venture or to impose a trust or partnership duty, obligation, or liability on or with regard to either Party. Each Party shall be liable individually and severally for its own obligations under this Agreement.

**Section 20: Conflicts Between this Agreement and PG&E's Electric Rule 24**

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

## **Section 21: Amendments or Modifications**

- 21.1 Except as provided in Section 1.2, no amendments or modifications shall be made to this Agreement, in whole or in part, by an instrument in writing executed by authorized representatives of the Parties, and no amendment or modification shall be made by course of performance, course of dealing or usage of trade. If this is a CPUC approved contract, modifications will need to be approved by the Commission. However, to the extent this Agreement is modified from the date of execution of this Agreement in a material way, such changes shall be applicable upon the execution of a new Agreement between the parties and shall not be retroactively applied to this Agreement. To the extent modifications to this Agreement are not acceptable to either Party, the Party may terminate the Agreement upon notification to the counter Party.
- 21.2 This Agreement may be subject to such changes or modifications as the CPUC may from time to time direct or necessitate in the exercise of its jurisdiction, and the Parties may amend the Agreement to conform to changes directed or necessitated by the CPUC. In the event the Parties are unable to agree on the required changes or modifications to this Agreement, their dispute shall be resolved in accordance with the provisions of Section 15 hereof or, in the alternative, DRP may elect to terminate this Agreement upon written notice to PG&E, which shall be effective upon the receipt thereof. PG&E retains the right to unilaterally file with the CPUC, pursuant to the CPUC's rules and regulations, an application for a change in PG&E's rates, charges, classification, service, or rules, or any agreement relating thereto.

## **Section 22 Audits**

- 22.1 When the DRP reasonably believes that errors related to metering or billing activity may have occurred, the DRP may request the production of such documents as may be required to verify the accuracy of such metering and consolidated billing. Such documents shall be provided within ten (10) business days of such request. In the event the requesting Party, upon review of such documents, continues to believe that the other Party's duty to accurately meter and provide consolidated billing for usage has been breached, the requesting Party may direct that an audit be conducted. The LSE and the DRP shall designate their own employee representative or their contracted representative to audit the other party's records.
- 22.2 Any such audit shall be undertaken by the LSE, the DRP, or their contracted representative at reasonable times without interference with the audited Party's business operations, and in compliance with the audited Party's security procedures. PG&E and the DRP agree to cooperate fully with any such audit.
- 22.3 Specific records to support the accuracy of meter data provided in the settlement process may require examination of billing and metering support documentation maintained by subcontractors. The LSE and the DRP shall include a similar clause in their agreements with their subcontractors reserving the right to designate their own employee representative, or their contracted representative to audit records related to the settlement process for Direct Participation Demand Response Service Customers.

- 22.4 The auditing Party will notify the audited Party in writing of any exception taken as a result of an audit. The audited Party shall refund the amount of any undisputed exception to the auditing Party within ten (10) days. If the audited Party fails to make such payment, the audited Party agrees to pay interest, accruing monthly, at a rate equal to the prime rate plus two percent (2%) of Bank of America NT&SA, San Francisco, or any successor institution, in effect from time to time, but not to exceed the maximum contract rate permitted by the applicable usury laws of the State of California. Interest will be computed from the date of written notification of exceptions to the date the audited Party reimburses the auditing Party for any exception. The cost of such audit shall be paid by the auditing Party; provided, however, that in the event an audit verifies overcharges of five percent (5%) or more, then the audited Party shall reimburse the auditing Party for the cost of the audit.
- 22.5 This right to audit shall extend for a period of three (3) years following the date of final payment under this Agreement. Each party and each subcontractor shall retain all necessary records and documentation for the entire length of this audit period.

**Section 23: Miscellaneous**

- 23.1 Unless otherwise stated in this Agreement: (a) any reference in this Agreement to a section, subsection, attachment or similar term refers to the provisions of this Agreement; (b) a reference to a section includes that section and all its subsections; and (c) the words "include," "includes," and "including" when used in this Agreement shall be deemed in each case to be followed by the words "without limitation." The Parties agree that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation of this Agreement
- 23.2 The provisions of this Agreement are for the benefit of the Parties and not for any other person or third party beneficiary. The provisions of this Agreement shall not impart rights enforceable by any person, firm, or organization other than a Party or a successor or assignee of a Party to this Agreement.
- 23.3 The descriptive headings of the various sections of this Agreement have been inserted for convenience of reference only and shall in no way define, modify or restrict any of the terms and provisions thereof.
- 23.4 Any waiver at any time by either Party of its rights with respect to a default under this Agreement, or with respect to any other matter arising in connection with this Agreement, shall not be deemed a waiver with respect to any other or subsequent default or matter and no waiver shall be considered effective unless in writing.
- 23.5 Each Party shall be responsible for paying its own attorneys' fees and other costs associated with this Agreement, except as provided in Sections 6 and 7 hereof. If a dispute exists hereunder, the prevailing Party, as determined by the dispute resolution procedure contained in Section 15 hereof, if used, or by a court of law, shall be entitled to reasonable attorneys' fees and costs.
- 23.6 To the extent that the CPUC has a right under then-current law to audit either Party's compliance with this Agreement or other legal or regulatory requirements pertaining to Demand Response Activity Service transactions, that Party shall cooperate with such

audits. Nothing in this Section shall be construed as an admission by either Party with respect to the right of the CPUC to conduct such audits or the scope thereof.

23.7 Except as otherwise provided in this Agreement, all rights of termination, cancellation or other remedies in this Agreement are cumulative. Use of any remedy shall not preclude any other remedy in this Agreement.

The Parties have executed this Agreement on the dates indicated below, to be effective upon the later date.

**On Behalf of DRP**

Company name  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**On Behalf of LSE**

Company Name  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**ATTACHMENT A**

**A. Definitions relative to this Agreement:**

**Demand Response Provider (DRP):** As defined in CAISO's Tariff.

**Direct Participation Demand Response Service Customer** - An end-use customer located within PG&E's service territory who elects to participate in Direct Participation Demand Response Services through a DRP.

**B. Contact Persons (Section 13.3):**

**1. Metering and Meter Reading Services**

*LSE Contact:*

<i>Email Address</i>	
----------------------	--

*DRP Contact:*

<i>Email Address</i>	
----------------------	--

<i>MDMA</i>	
-------------	--

Contact:	
Email Address	

**C. Parties' Representatives (Section 15.1):**

*LSE Representative:* \_\_\_\_\_

*Contact Name:* \_\_\_\_\_

*Business Address:* \_\_\_\_\_

Phone Number \_\_\_\_\_

Email Address \_\_\_\_\_

*DRP Representative:* \_\_\_\_\_

*Contact Name:* \_\_\_\_\_

*Business Address:* \_\_\_\_\_

E-mail Address: \_\_\_\_\_  
 Phone Number \_\_\_\_\_

**APPENDIX D**

**DEMAND RESPONSE PROVIDER (DRP) SERVICE AGREEMENT –  
REDLINE VERSION**



Pacific Gas and Electric Company

# DEMAND RESPONSE PROVIDER ((-DRP) SERVICE AGREEMENT

This Demand Response Provider ((-DRP) Service Agreement ( "Agreement") is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between " \_\_\_\_\_ " ((-DRP"), a \_\_\_\_\_ organized and existing under the laws of the state of \_\_\_\_\_, and the load-serving entity ("LSE"), "Pacific Gas and Electric CompanyCompany's" ("PG&E's"), wherein PG&E"; is a corporation organized and existing under the laws of the state of California. From time to time, -DRP and PG&ELSE shall be individually referred to herein as a "Party" and collectively as the "Parties."

## Section 1: General Description of Agreement

1.1 This Agreement is a legally binding contract. The Parties named in this Agreement are bound by the terms set forth herein and otherwise incorporated herein by reference. This Agreement shall govern the business relationship between the Parties hereto by which DRP shall offer direct participation demand response services ~~and/or any other services that may be approved by the California Public Utilities Commission ("CPUC") in direct participation~~ wholesale market transactions with retail customers in PG&E's service territory (" Demand Response Service";) as defined in Rule 1 and as defined in the attached Appendix. Each Party, by agreeing to undertake specific activities and responsibilities for or on behalf of customers, acknowledges that each Party shall relieve and discharge the other Party of the responsibility for said activities and responsibilities with respect to those customers. Except where explicitly defined herein (including Attachment A hereto) the definitions controlling this Agreement are contained in PG&E's applicable rules or in the relevant direct participation demand response tariff, Rule 1, Definitions or Rule 24, Direct Participation Demand Response.

1.2 The form of this Agreement has been developed as part of the CPUC regulatory process, was intended to conform to CPUC directions, was filed and approved by the CPUC for use between ~~PG&E as a utility~~ Load Serving Entity (LSE) and DRPs; ~~as well as between PG&E as a DRP and electric service providers (ESPs) or community choice aggregators (CCAs),~~ participating in the wholesale market, and may not be waived, altered, amended or modified, except as provided in i.) herein or in ~~the relevant demand response tariff, or~~Rule 24 or ii.) as may otherwise be authorized by the CPUC provided that any amendment or modification under subparagraph (ii) must be promptly disclosed in writing to DRP and in the event

such amendment or modification is deemed, in DRP's sole discretion, to be a material amendment or modification, DRP may terminate the Agreement.

## **Section 2: Representations**

- 2.1 Each Party represents that it is and shall remain in compliance with ~~all applicable laws and tariffs, including applicable CPUC requirements~~ the terms of this Agreement and Rule 24.
- 2.2 Each person executing this Agreement for the respective Parties expressly represents and warrants that he or she has authority to bind the entity on whose behalf this Agreement is executed.
- 2.3 Each Party represents that (a) it has the full power and authority to execute and deliver this Agreement and to perform its terms and conditions; (b) the execution, delivery and performance of this Agreement have been duly authorized by all necessary corporate or other action by such Party; and (c) this agreement constitutes such Party's legal, valid and binding obligation, enforceable against such Party in accordance with its terms.
- 2.4 Each Party shall (a) exercise all reasonable care, diligence, and good faith in the performance of its duties pursuant to this Agreement; and (b) carry out its duties in accordance with applicable recognized professional standards in accordance with the requirements of this Agreement.

## **Section 3: Term of Service**

The term of this Agreement shall commence on the date of execution by both Parties hereto (the "Effective Date") and shall terminate on the earlier of (a) the date the DRP informs the LSE that it is no longer operating as a DRP for the LSE's customers; (b) ~~the earlier upon~~ termination pursuant to Section 4 hereof; or (c) the effective date of a new DRP Service Agreement between the Parties hereto. Notwithstanding the Effective Date of this Agreement, the DRP acknowledges that it may only offer Demand Response Activity Service to customers effective on or after the CPUC-approved date for commencement of such services by DRPs, and only after it has complied with all provisions of this Agreement and PG&E's ~~applicable tariffs~~ Electric Rule 24.

## **Section 4: Events of Default and Remedy for Default**

- 4.1 An Event of Default under this Agreement shall include either Party's material breach of ~~any provision of~~ this Agreement, ~~including those incorporated by reference herein,~~ or PG&E's Electric Rule 24 and failure to cure such breach within thirty (30) calendar days of receipt of written notice thereof from the non-defaulting Party; ~~or such other period as may be provided by this Agreement or PG&E's direct participation demand response tariff~~ .

4.2 In the event of such an Event of Default ~~that is not cured under 4.1~~, the non-defaulting Party shall be entitled (a) to exercise any and all remedies available under PG&E's ~~direct participation demand response tariff~~ Electric Rule 24; (b) to the extent not inconsistent with PG&E's ~~direct participation demand response tariff~~ Electric Rule 24, to exercise any and all remedies provided for by law or in equity; and (c) in the ~~event of a material~~ Event of Default, ~~and failure to cure~~, to terminate this Agreement upon written notice to the other Party, which shall be effective upon the receipt thereof.

4.3 ~~Breach~~ An Event of Default, ~~and failure to cure~~, by any Party hereto of any material provision of this Agreement or PG&E's ~~direct participation demand response tariff~~ Electric Rule 24 shall be governed by applicable provisions contained therein and each Party will retain all rights granted thereunder.

### **Section 5: Billing, Metering, and Payment**

5.1 Metering services that are available to the ~~-~~DRP shall be as described in PG&E's ~~direct participation demand response tariff, as stated in PG&E's~~ Electric Rule 24. ~~Metering options applicable to a particular customer shall be designated in the Demand Response Service Request submitted by the DRP for such customer.~~

5.2 PG&E, ~~acting as the LSE~~, will bill and the DRP agrees to pay PG&E for all services and products provided by PG&E, ~~and approved by the CPUC, related to direct participation demand response services~~ in accordance with the terms and conditions set forth in PG&E's ~~direct participation demand response tariff, as stated in PG&E's~~ Electric Rule 24 ~~and PG&E's rate schedules~~. Any services provided by the DRP to PG&E shall be by separate agreement between the Parties and are not a subject of this Agreement.

5.3 PG&E, as the MDMA, agrees to provide meter data to the DRP, in accordance with PG&E's Electric Rule 24 as necessary to allow the DRP to settle with the CAISO and in accordance with CPUC Orders. MDMA services, requested by the DRP, may be provided by PG&E subject to a separate agreement.

5.4 DRP may utilize and acquire electric energy usage data from Data Pulse Equipment installed by PG&E so long as DRP has obtained customer consent for such utilization and so long as acquisition of data and such utilization does not interfere with PG&E's metering equipment. DRP will be responsible for installation costs. Subject to CAISO approval, this data may be used for revenue quality meter data purposes and satisfy the telemetry requirement.

### **Section 6: Limitation of Liability**

Each Party's liability to the other Party for any loss, cost, claim, injury, liability, or expense, including reasonable attorneys' fees, relating to or arising from any act or omission in its performance of this Agreement, shall be limited to the ~~amount of~~

~~direct damage actually incurred, except as provided for in this Section. total amount paid to PG&E under this Agreement during the six-month period immediately preceding the event giving rise to the claim(s). In no event shall either Party be liable to the other Party for any indirect, special, consequential, or punitive damages of any kind whatsoever, whether in contract, tort or strict liability, except in the event of an action covered by the Indemnification provisions of Section 7 of this Agreement, in which event this Section 6 shall not be applicable.~~

**Section 7: Indemnification**

7.1 To the fullest extent permitted by law, and subject to the limitations set forth in Section 6 of this Agreement, each Party (the "Indemnifying Party") shall indemnify, defend and hold harmless the other Party, and its current and future direct and indirect parent companies, affiliates and their shareholders, officers, directors, employees, agents, servants and assigns (collectively, the "Indemnified Party") ~~and at the Indemnified Party's option, the Indemnifying Party shall defend the Indemnified Party~~ from and against any and all third-party claims and/or liabilities for losses, expenses, damage to property, injury to or death of any person, including, but not limited to, the Indemnified Party's employees and its affiliates' employees, subcontractors and subcontractors' employees, or any other liability incurred by the Indemnified Party, including reasonable expenses, legal and otherwise, which shall include reasonable attorneys' fees, caused wholly or in part by any negligent, grossly negligent or willful act or omission by the Indemnifying Party, its officers, directors, employees, agents or assigns arising out of this Agreement, except to the extent caused wholly or in part by any negligent, grossly negligent or willful act or omission of the Indemnified Party.

7.2 If any claim covered by Section 7.1 is brought against the Indemnified Party, then the Indemnifying Party shall be entitled to ~~participate in, and unless in the opinion of counsel for the Indemnified Party a conflict of interest between the Parties may exist with respect to such claim, assume the defense of such claim, with counsel reasonably acceptable to the Indemnified Party.~~ assume the defense of such claim. If the Indemnifying Party does not assume the defense of the Indemnified Party, or if a conflict precludes the Indemnifying Party from assuming the defense, then the Indemnifying Party shall reimburse the Indemnified Party on a monthly basis for the Indemnified Party's defense through separate counsel of the Indemnified Party's choice. Even if the Indemnifying Party assumes the defense of the Indemnified Party ~~with acceptable counsel,~~ the Indemnified Party, at its sole option, may participate in the defense, at its own expense, with counsel of its own choice without relieving the Indemnifying Party of any of its obligations hereunder. In no event shall either Party be liable to the other Party for any indirect, special, consequential, or punitive damages of any kind whatsoever, whether in contract, tort or strict liability.

~~7.3~~ The Indemnifying Party's obligation to indemnify under this Section 7 shall survive termination of this Agreement, and shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Indemnifying Party under any statutory scheme, including, without limitation, under any Worker's Compensation Acts, Disability Benefit Acts or other Employee Benefit Acts.

**Section 8:**     **Assignment and Delegation**

- 8.1           Neither Party to this Agreement shall assign any of its rights or obligations under this Agreement, except with the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. No assignment of this Agreement shall relieve the assigning Party of any of its obligations under this Agreement until such obligations have been assumed by the assignee. When duly assigned in accordance with the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the assignee and the assignor shall be relieved of its rights and obligations. Any assignment in violation of this Section 8 shall be void.
- 8.2           Notwithstanding the provisions of this Section 8, either Party may subcontract its duties under this Agreement to a subcontractor, provided that the subcontracting Party shall remain fully responsible as a principal and not as a guarantor for performance of any subcontracted duties, shall serve as the point of contact between its subcontractor and the other Party, and shall provide the other Party with thirty (30) calendar days' prior written notice of any such subcontracting, which notice shall include such information about the subcontractor as the other Party shall reasonably require, and provided further that each Party may subcontract its obligation to provide Metering or Meter Reading Services under this Agreement only to subcontractors who have complied with all certification or registration requirements described in applicable law, CPUC rules and PG&E's ~~direct participation demand response tariff~~.[Electric Rule 24](#). If either Party subcontracts any of its duties hereunder, it shall cause its subcontractors to perform in a manner which is in conformity with that Party's obligations under this Agreement.

**Section 9:**     **Independent Contractors**

Each Party shall perform its obligations under this Agreement (including any obligations performed by a Party's designees as permitted under Section 8 of this Agreement) as an independent contractor.

**Section 10:**   **Entire Agreement**

This Agreement consists of, in its entirety, this Demand Response Provider Service Agreement and all attachments hereto, and all Demand Response Service Requests submitted pursuant to this Agreement and PG&E's ~~demand response tariff~~.[Electric Rule 24](#). This Agreement supersedes all other [service](#) agreements or understandings, written or oral, between the Parties related to the subject matter hereof.

**Section 11: Nondisclosure**

11.1 Neither Party may disclose any Confidential Information obtained pursuant to this Agreement to any third party, including affiliates of such Party, without the express prior written consent of the other Party. As used herein, the term “Confidential Information” shall include, but not be limited to, all business, financial, and commercial information pertaining to the Parties, customers of either or both Parties, suppliers for either Party, personnel of either Party, any trade secrets, and other information of a similar nature, whether written or in intangible form that is marked proprietary or confidential with the appropriate owner’s name. Confidential Information shall not include information known to either Party prior to obtaining the same from the other Party, information in the public domain, or information obtained by a Party from a third party who did not, directly or indirectly, receive the same from the other Party to this Agreement or from a party who was under an obligation of confidentiality to the other Party to this Agreement or information developed by either Party independent of any Confidential Information. The receiving Party shall use the higher of the standard of care that the receiving Party uses to preserve its own confidential information or a reasonable standard of care to prevent unauthorized use or disclosure of such Confidential Information. Each receiving Party shall, upon termination of this Agreement or at any time upon the request of the disclosing Party, promptly return or destroy all Confidential Information of the disclosing Party then in its possession.

11.2 Notwithstanding the foregoing, Confidential Information may be disclosed to any governmental, judicial or regulatory authority requiring such Confidential Information pursuant to any applicable law, regulation, ruling, or order, provided that: (a) such Confidential Information is submitted under any applicable provision, if any, for confidential treatment by such governmental, judicial or regulatory authority; and (b) prior to such disclosure, the other Party is given prompt notice of the disclosure requirement so that it may take whatever action it deems appropriate, including intervention in any proceeding and the seeking of any injunction to prohibit such disclosure.

**Section 12: Enforceability**

If any provision of this Agreement or the application thereof, is to any extent held invalid or unenforceable, the remainder of this Agreement and the application thereof, other than those provisions which have been held invalid or unenforceable, shall not be affected and shall continue in full force and effect and shall be enforceable to the fullest extent permitted by law or in equity.

**Section 13: Notices**

13.1 Except as otherwise provided in this Agreement, any notices under this Agreement shall be in writing and shall be effective upon delivery if delivered by (a) hand; (b) email; (c) U.S. Mail, first class postage pre-paid, or (d) facsimile, with confirmation of receipt to the Parties as follows:

**If the notice is to the DRP:**

Company Name -----

Contact Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

e-mail address \_\_\_\_\_

\_\_\_\_\_

Facsimile: \_\_\_\_\_

**If the notice is to the LSE:**

Contact Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

e-mail address

Facsimile: \_\_\_\_\_

13.2 Each Party shall be entitled to specify as its proper address any other address in the United States upon written notice to the other Party.

13.3 Each Party shall designate on Attachment A the person(s) to be contacted with respect to specific operational matters relating to Demand Response Service. Each Party shall be entitled to specify any change to such person(s) upon written notice to the other Party.

**Section 14: Time of Essence**

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

**Section 15: Dispute Resolution**

15.1 The form of this Agreement has been filed with and approved by the CPUC as part of PG&E's applicable tariffs. Except as provided in Section 15.2 and 15.3, any dispute arising between the Parties relating to interpretation of the provisions of this Agreement or to the performance of PG&E's obligations hereunder shall be reduced to writing and referred to the Parties' representatives identified on Attachment A for resolution, with the responding Party filing its written response within thirty (30) business days after receiving the written position of the complaining party. Thereafter, the Parties shall be required to meet and confer within ten (10) business days in a good faith effort to resolve their dispute. Pending such resolution, the Parties shall continue to proceed diligently with the performance of their respective obligations under this Agreement, except if this Agreement has been terminated under Section 4.2. If the Parties fail to reach an agreement within ten (10) additional business days of the last session to meet and confer, the matter shall, upon demand of either Party, be submitted to resolution before the CPUC in accordance with the CPUC's rules, regulations and procedures applicable to resolution of such disputes, **unless the parties mutually agree to pursue mediation or arbitration to resolve such issues. Resolution by the CPUC does not prevent either party from seeking recourse through the courts or other means.**

15.2 Any dispute arising between the Parties relating to interpretation of the provisions of this Agreement or to the performance of the DRP's obligations hereunder shall be reduced to writing and referred to the Parties' representatives identified on Attachment A for resolution, with the responding Party filing its written response within thirty (30) business days after receiving the written position of the complaining party. Thereafter, the parties shall be required to meet and confer within ten (10) business days in a good faith effort to resolve their dispute. Pending resolution, the Parties shall proceed diligently with the performance of their respective obligations under this Agreement, except if this Agreement has been terminated under Section 4.2. If the Parties fail to reach an agreement within ten (10) additional business days of the last session to meet and confer, the matter shall, upon demand of either Party, be submitted to resolution before the CPUC in accordance with the CPUC's rules, regulations and procedures applicable to resolution of such disputes, **as the parties may pursue remedies** allowed by law or in equity, or, the parties may mutually agree to pursue mediation or arbitration to resolve such issues.

~~15.3 Notwithstanding the provisions of Paragraph 15.1 and 15.2 above: (a) all disputes between the Parties relating to the payment by the DRP of any PG&E fees or charges shall be subject to the provisions of PG&E's applicable tariffs governing~~

~~disputes over customer bills; and (b) PG&E may pursue available remedies for unauthorized electrical use by the DRP in a court of competent jurisdiction.~~

—15.4 15.3

If the dispute involves a request for damages, parties are notified that the Commission has no authority to award damages. To resolve such issues, the parties may mutually agree to pursue mediation or arbitration to resolve such issues, or if no agreement is reached, to pursue other legal remedies that are available to the parties.

15.4

PG&E's Electric Rule 24 provides a separate process for resolution of disputes between the parties dealing with PDR registrations in CAISO

#### **Section 16: Applicable Law and Venue**

This Agreement shall be interpreted, governed by and construed in accordance with the laws of the State of California, and shall exclude any choice of law rules that direct the application of the laws of another jurisdiction, irrespective of the place of execution or of the order in which the signatures of the parties are affixed or of the place or places of performance. Except for matters and disputes with respect to which the CPUC is the initial proper venue for dispute resolution pursuant to applicable law or this Agreement, the federal and state courts located in San Francisco County, California shall constitute the sole proper venue for resolution of any matter or dispute hereunder, and the Parties submit to the exclusive jurisdiction of such courts with respect to such matters and disputes.

#### **Section 17: Force Majeure**

Neither Party shall be liable for any delay or failure in the performance of any part of this Agreement (other than obligations to pay money) due to any event of force majeure or other cause beyond its reasonable control, including but not limited to, unusually severe weather, flood, fire, lightning, epidemic, quarantine restriction, war, sabotage, act of a public enemy, earthquake, insurrection, riot, civil disturbance, strike, work stoppage caused by jurisdictional and similar disputes, restraint by court order or public authority, or action or non-action by or inability to obtain authorization or approval from any governmental authority, or any combination of these causes, which by the exercise of due diligence and foresight such Party could not reasonably have been expected to avoid and which by the exercise of due diligence is unable to overcome. It is agreed that upon the Party so affected giving written notice and reasonably full particulars of such force majeure to the other Party within a reasonable time after the cause relied on, then the obligations of the Party, so far as they are affected by the event of force majeure, shall be suspended during the continuation of such inability and circumstance and shall, so far as possible, be remedied with all reasonable dispatch. In the event of force majeure, as described herein, both Parties shall take all reasonable steps to comply with this Agreement and PG&E's ~~applicable tariffs~~ Electric Rule 24 despite occurrence of a force majeure event.

|

**Section 18: Unauthorized Use of Energy (Energy Theft)**

~~18.1 The DRP represents and warrants that for each of its Customers, and at all times during which it provides Demand Response Service as a DRP, the DRP shall completely, accurately, and in a timely manner account for each of its Customer's Demand Response Activities with a duly authorized Scheduling Coordinator. Demand Response Activity data not accounted for in this manner may provide grounds for termination of this Agreement. For verification purposes only, the LSE shall have complete access to the identity of the Scheduling Coordinator and the load data provided to it by the DRP. Such information is to remain confidential, and shall not be disclosed to any unauthorized person.~~

~~18.2 The LSE shall notify the DRP immediately and the DRP shall notify the LSE immediately of any suspected unauthorized energy use. The Parties agree to preserve any evidence of unauthorized energy use. Once unauthorized energy use is suspected, PG&E, in its sole discretion, may take any or all of the actions permitted under PG&E's applicable tariffs.~~

**Section 19: Not a Joint Venture**

Unless specifically stated in this Agreement to be otherwise, the duties, obligations, and liabilities of the Parties are intended to be several and not joint or collective. Nothing contained in this Agreement shall ever be construed to create an association, trust, partnership or joint venture or to impose a trust or partnership duty, obligation, or liability on or with regard to either Party. Each Party shall be liable individually and severally for its own obligations under this Agreement.

**Section 20: Conflicts Between this Agreement and PG&E's Direct Participation Demand Response Tariff Electric Rule 24**

Should a conflict exist or develop between the provisions of this Agreement and PG&E's ~~direct participation demand response tariff, as approved by the CPUC, the provisions of PG&E's direct participation demand response tariff~~ Electric Rule 24, Rule 24 shall prevail.

**Section 21: Amendments or Modifications**

21.1 Except as provided in Section ~~21.2~~, no ~~amendment~~ amendments or ~~modification~~ modifications shall be made to this Agreement, in whole or in part, ~~except~~ by an instrument in writing executed by authorized representatives of the Parties, and no amendment or modification shall be made by course of performance, course of dealing or usage of trade. ~~If this is a filed CPUC approved~~ contract, modifications will need to be approved by the Commission.

~~Bilateral amendments would~~ However, to the extent this Agreement is modified from the date of execution of this Agreement in a material way, such changes shall be applicable upon the execution of a new Agreement between the parties and shall ~~not suffice,~~ be retroactively applied to this Agreement. To the extent modifications to this Agreement are not acceptable to either Party, the Party may terminate the Agreement upon notification to the counter Party.

21.2 This Agreement may be subject to such changes or modifications as the CPUC may from time to time direct or necessitate in the exercise of its jurisdiction, and the Parties may amend the Agreement to conform to changes directed or necessitated by the CPUC. In the event the Parties are unable to agree on the required changes or modifications to this Agreement, their dispute shall be resolved in accordance with the provisions of Section 15 hereof or, in the alternative, DRP may elect to terminate this Agreement upon written notice to PG&E, which shall be effective upon the receipt thereof. PG&E retains the right to unilaterally file with the CPUC, pursuant to the CPUC's rules and regulations, an application for a change in PG&E's rates, charges, classification, service, or rules, or any agreement relating thereto.

## **Section 22    Audits**

~~22.1 PG&E shall each retain such specific records as may be required to support the accuracy of meter data provided in their respective consolidated billings.~~ 22.1

When the DRP reasonably believes that errors related to metering or billing activity may have occurred, the DRP may request the production of such documents as may be required to verify the accuracy of such metering and consolidated billing. Such documents shall be provided within ten (10) business days of such request. In the event the requesting Party, upon review of such documents, continues to believe that the other Party's duty to accurately meter and provide consolidated billing for usage has been breached, the requesting Party may direct that an audit be conducted. The LSE and the DRP shall designate their own employee representative or their contracted representative to audit the other party's records.

22.2 Any such audit shall be undertaken by the LSE, the DRP, or their contracted representative at reasonable times without interference with the audited Party's business operations, and in compliance with the audited Party's security procedures. PG&E and the DRP agree to cooperate fully with any such audit.

22.3 Specific records to support the accuracy of meter data provided in the settlement process may require examination of billing and metering support documentation maintained by subcontractors. The LSE and the DRP shall include a similar clause in their agreements with their subcontractors reserving the right to designate their own employee representative, or their contracted representative to audit records related to the settlement process for **Direct Participation** Demand Response Service Customers.

22.4 The auditing Party will notify the audited Party in writing of any exception taken as a result of an audit. The audited Party shall refund the amount of any undisputed exception to the auditing Party within ten (10) days. If the audited Party fails to make such payment, the audited Party agrees to pay interest, accruing monthly, at a rate equal to the prime rate plus two percent (2%) of Bank of America NT&SA, San Francisco, or any successor institution, in effect from time to time, but not to exceed the maximum contract rate permitted by the applicable usury laws of the State of California. Interest will be computed from the date of written notification of exceptions to the date the audited Party reimburses the auditing Party for any exception. The cost of such audit shall be paid by the auditing Party; provided, however, that in the event an audit verifies overcharges of five percent (5%) or more, then the audited Party shall reimburse the auditing Party for the cost of the audit.

22.5 This right to audit shall extend for a period of three (3) years following the date of final payment under this Agreement. Each party and each subcontractor shall retain all necessary records and documentation for the entire length of this audit period.

**Section 23: Miscellaneous**

23.1 Unless otherwise stated in this Agreement: (a) any reference in this Agreement to a section, subsection, attachment or similar term refers to the provisions of this Agreement; (b) a reference to a section includes that section and all its subsections; and (c) the words "include," "includes," and "including" when used in this Agreement shall be deemed in each case to be followed by the words "without limitation." The Parties agree that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation of this Agreement

23.2 The provisions of this Agreement are for the benefit of the Parties and not for any other person or third party beneficiary. The provisions of this Agreement shall not impart rights enforceable by any person, firm, or organization other than a Party or a successor or assignee of a Party to this Agreement.

23.3 The descriptive headings of the various sections of this Agreement have been inserted for convenience of reference only and shall in no way define, modify or restrict any of the terms and provisions thereof.

23.4 Any waiver at any time by either Party of its rights with respect to a default under this Agreement, or with respect to any other matter arising in connection with this Agreement, shall not be deemed a waiver with respect to any other or subsequent default or matter and no waiver shall be considered effective unless in writing.

23.5 Each Party shall be responsible for paying its own attorneys' fees and other costs associated with this Agreement, except as provided in Sections 6 and 7 hereof. If a dispute exists hereunder, the prevailing Party, as ~~determined by the CPUC, or as may otherwise be~~ determined by the dispute resolution procedure contained in Section 15 hereof, if used, or by a court of law, shall be entitled to reasonable attorneys' fees and costs.

23.6 To the extent that the CPUC has a right under then-current law to audit either Party's compliance with this Agreement or other legal or regulatory requirements pertaining to Demand Response Activity Service transactions, that Party shall cooperate with such audits. Nothing in this Section shall be construed as an admission by either Party with respect to the right of the CPUC to conduct such audits or the scope thereof.

23.7 Except as otherwise provided in this Agreement, all rights of termination, cancellation or other remedies in this Agreement are cumulative. Use of any remedy shall not preclude any other remedy in this Agreement.

The Parties have executed this Agreement on the dates indicated below, to be effective upon the later date.

**On Behalf of DRP**

Company name  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**On Behalf of LSE**

Company Name  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

|

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Automated Document, Preliminary Statement, Part A

Form No. 79-948  
Page 1 of 13  
Operations Proceedings  
Revised March 2009  
Advice 3440-E

**ATTACHMENT A**

**A. Definitions relative to this Agreement:**

**Demand Response Provider (DRP):** As defined in CAISO's Tariff.

**Direct Participation Demand Response Service Customer** - An end-use customer located within PG&E's service territory who ~~purchases~~selects to participate in Direct Participation Demand Response Services through a DRP.

~~**Metering Services** - The meter installation, maintenance and related services described in PG&E's direct participation demand response tariff which are provided by PG&E.~~

~~**Meter Reading Services** - The meter reading and related services described in PG&E's direct participation demand response tariff which are provided by PG&E.~~

~~**Load Serving Entity** - The entity responsible for providing the electric service to the Demand Response Service Customer. The Load Serving Entity can be PG&E, ESP or a CCA.~~

**B. Contact Persons (Section 13.3):**

**1. Metering and Meter Reading Services**

*LSE Contact:*

<i>Email Address</i>	
----------------------	--

*DRP Contact:*

<i>Email Address</i>	
----------------------	--

*MDMMDMA Contact:*

<i>Email Address</i>	
----------------------	--

**C. Parties' Representatives (Section 15.1):**

LSE Representative: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

Phone Number / e-mail??? Same as following items \_\_\_\_\_

Email Address \_\_\_\_\_

DRP Representative: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

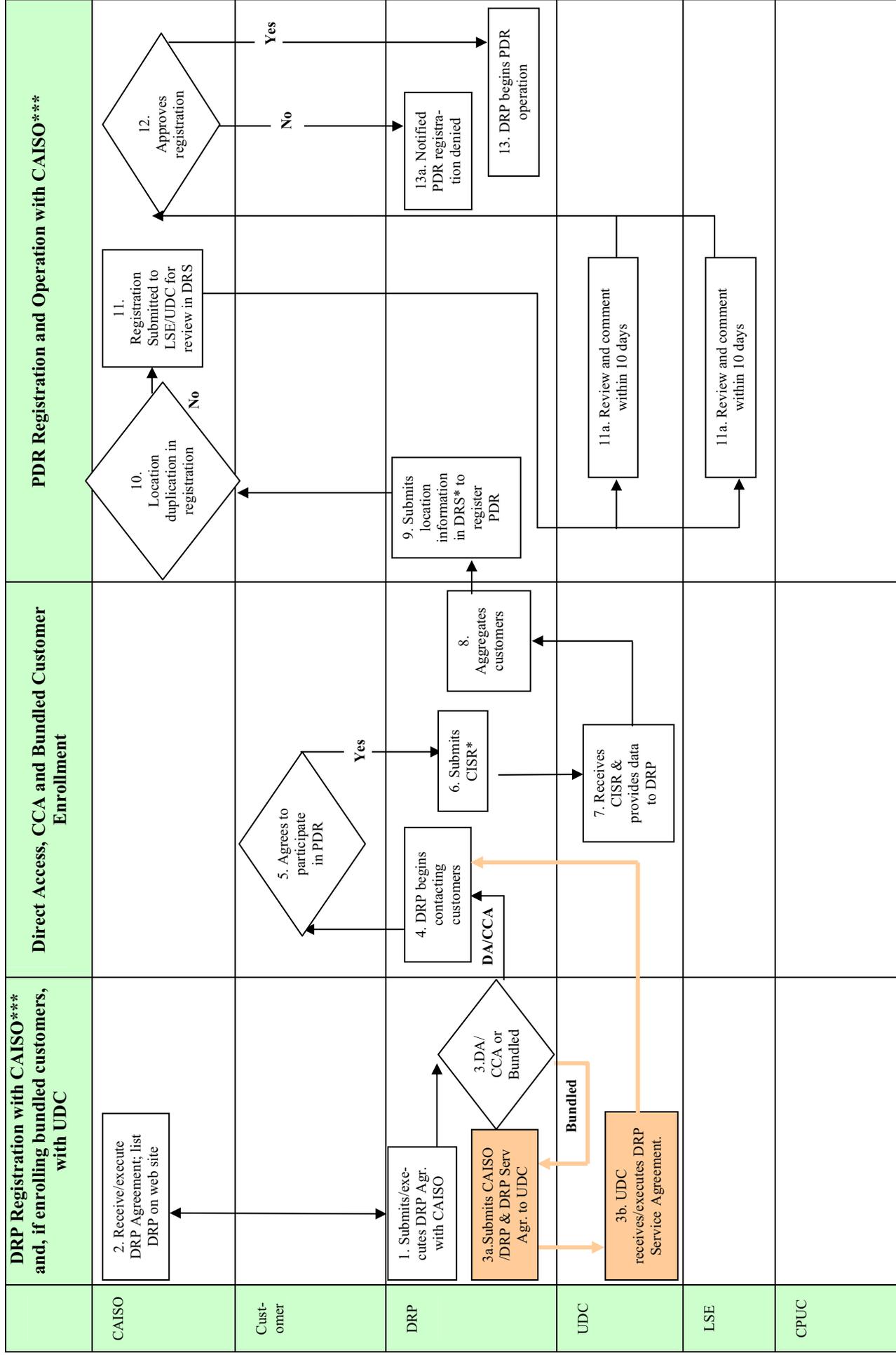
E-mail Address: \_\_\_\_\_

Phone Number \_\_\_\_\_

**APPENDIX E**

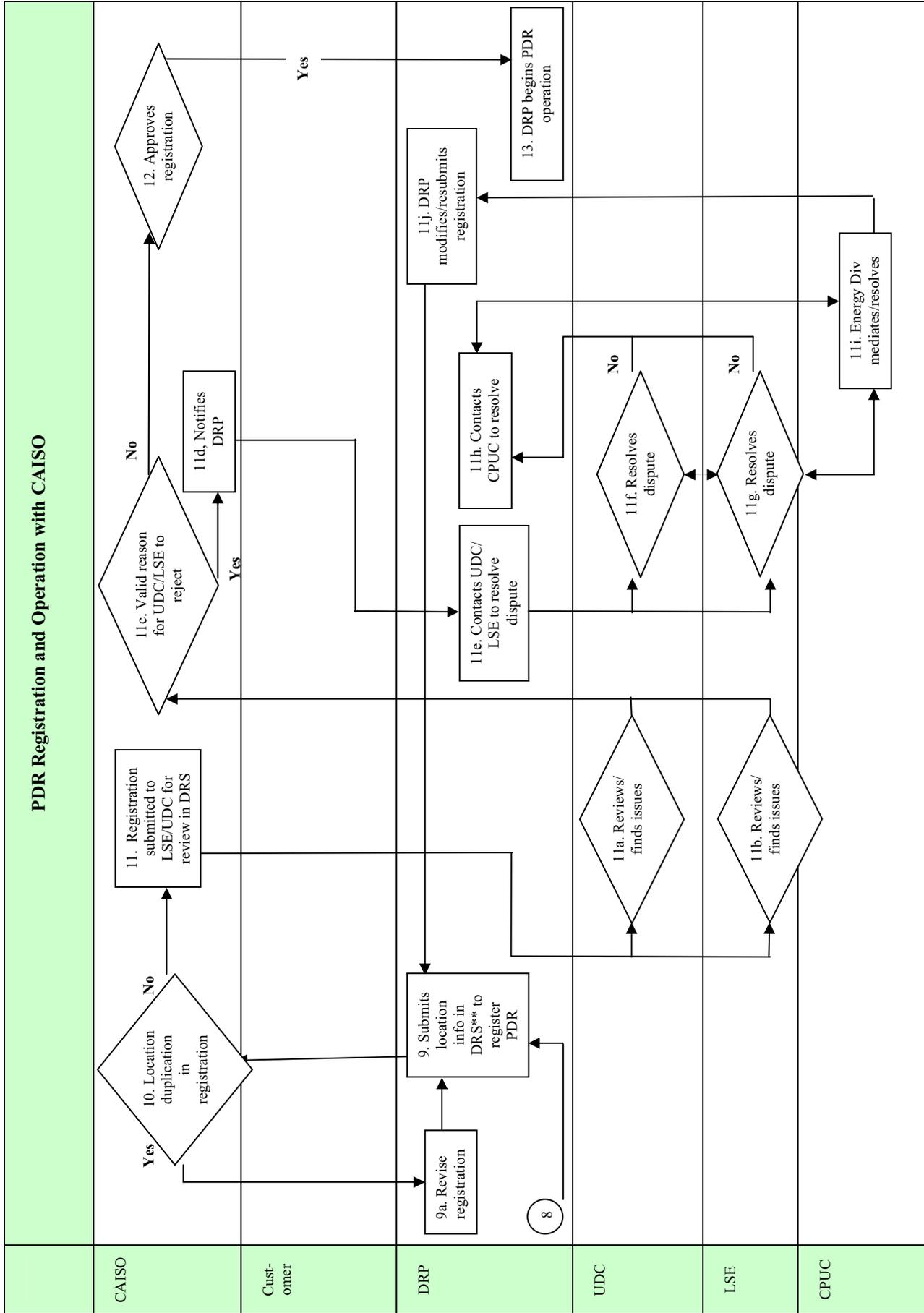
**FLOW CHARTS OF PROPOSED ENROLLMENT REGISTRATION PROCESS**

**FLOW CHART #1: PROCESS FOR ENROLLING MEDIUM TO LARGE CUSTOMERS IN PDR – NO REJECTIONS BY UDC/LSE**  
 (Additional steps for DRPs enrolling bundled customers shown in colored boxes 3a and 3b)



\* CISR includes customer's sub-LAP, Phode and specific UDC DR program(s) customer is enrolled in, if any. \*\* "DRS" is the CAISO's Demand Response System.  
 \*\*\* Additional process flow detail for PDR provided in CAISO Metering Business Practice manual located at <https://bpm.caiso.com/bpm/bpm/version/000000000000102>

**FLOW CHART #2: PROCESS FOR ENROLLING MEDIUM TO LARGE CUSTOMERS IN PDR – DISPUTES IN REGISTRATION PROCESS**



\*\* "DRS" is the CAISO's Demand Response System.

**APPENDIX F**

**CUSTOMER INFORMATION SERVICE REQUESTS (CISR) – REDLINE VERSION**

**AUTHORIZATION TO: RECEIVE CUSTOMER INFORMATION OR ACT ON A CUSTOMER'S BEHALF**

THIS IS A LEGALLY BINDING CONTRACT—READ IT CAREFULLY (Please Print or Type)

I, \_\_\_\_\_ NAME TITLE (IF APPLICABLE) \_\_\_\_\_ of \_\_\_\_\_ (Customer) have the following mailing address NAME OF CUSTOMER OF RECORD \_\_\_\_\_, and do hereby appoint MAILING ADDRESS \_\_\_\_\_ CITY STATE ZIP \_\_\_\_\_ of \_\_\_\_\_ NAME OF THIRD PARTY MAILING ADDRESS \_\_\_\_\_ CITY STATE ZIP \_\_\_\_\_

**to act as my agent and consultant (Agent) for the listed account(s) and in the categories indicated below:**

**ACCOUNTS INCLUDED IN THIS AUTHORIZATION:**

1. \_\_\_\_\_ SERVICE ADDRESS CITY SERVICE ACCOUNT NUMBER \_\_\_\_\_  
2. \_\_\_\_\_ SERVICE ADDRESS CITY SERVICE ACCOUNT NUMBER \_\_\_\_\_  
3. \_\_\_\_\_ SERVICE ADDRESS CITY SERVICE ACCOUNT NUMBER \_\_\_\_\_

(For more than three accounts, please list additional accounts on a separate sheet and attach it to this form)

**INFORMATION, ACTS AND FUNCTIONS AUTHORIZED – This authorization provides authority to the Agent. The Agent must thereafter provide specific written instructions/requests (e-mail is acceptable) about the particular account(s) before any information is released or action is taken. In certain instances, the requested act or function may result in cost to you, the customer. Requests for information may be limited to the most recent 12 month period.**

**I (Customer) authorize my Agent to act on my behalf to perform the following specific acts and functions (initial all applicable boxes):**

- \_\_\_\_\_ 1. Request and receive billing records, billing history and all meter usage data available and used for bill calculation for all of my account(s), as specified herein, regarding utility services furnished by the Utility.<sup>1</sup>
- \_\_\_\_\_ 2. Request and receive copies of correspondence in connection with my account(s) concerning (initial all that apply):
  - \_\_\_\_\_ a. Verification of rate, date of rate change, and related information;
  - \_\_\_\_\_ b. Contracts and Service Agreements;
  - \_\_\_\_\_ c. Previous or proposed issuance of adjustments/credits; or
  - \_\_\_\_\_ d. Other previously issued or unresolved/disputed billing adjustments.
- \_\_\_\_\_ 3. Request investigation of my utility bill(s).
- \_\_\_\_\_ 4. Request special metering, and the right to access interval usage and other metering data on my account(s).
- \_\_\_\_\_ 5. Request rate analysis.
- \_\_\_\_\_ 6. Request rate changes.
- \_\_\_\_\_ 7. Request and receive verification of balances on my account(s) and discontinuance notices.
- \_\_\_\_\_ 8. Request and receive, as soon as practical, all meter data, on a continuous basis necessary for the purpose of bidding and settling with the CAISO, but no later than 24 hours from when the information was recorded on at least a 15 minute interval basis.
- \_\_\_\_\_ 8. Request and receive (a) sub-LAP and Pnode for customer's service account(s), (b) contact information for customer's Load-Serving Entity, Meter Data Management Agent and Meter Service Provider, (c) meter number, type and interval capability, (d) specific utility demand response program(s) in which customer is enrolled, if any, and (e) whether customer is prohibited from enrolling in a non-utility Proxy Demand Resource (PDR).

1. The Utility will provide standard customer information without charge up to two times in a 12 month period per service account. After two requests in a year, I understand I may be responsible for charges that may be incurred to process this request.

**I (CUSTOMER) AUTHORIZE THE RELEASE OF MY ACCOUNT INFORMATION AND AUTHORIZE MY AGENT TO ACT ON MY BEHALF ON THE FOLLOWING BASIS<sup>2</sup> (initial one box only):**

*(If no time period is specified, authorization will be limited to a one-time authorization)*

- One time authorization only (limited to a one-time request for information and/or the acts and functions specified above at the time of receipt of this Authorization).
- One year authorization - Requests for information and/or for the acts and functions specified above will be accepted and processed each time requested within the twelve month period from the date of execution of this Authorization.
- Authorization is given for the period commencing with the date of execution until **agency authorization is withdrawn by the customer, or if the DRP (agent) is no longer eligible to participate in CAISO DR products, or the DRP (agent) no longer has a valid Direct Participation Service Agreement with the UDC, or after a period of \_\_\_\_\_** (Limited in duration to three years from the date of execution.) Requests for information and/or for the acts and functions specified above will be accepted and processed each time requested within the authorization period specified herein.

**RELEASE OF ACCOUNT INFORMATION:**

**The Utility will provide the information requested above, to the extent available, via any one of the following. My (Agent) preferred format is (check all that apply):**

- Hard copy via US Mail (if applicable).
- Facsimile at this telephone number:
- Electronic format via electronic mail (if applicable) to this e-mail address: \_\_\_\_\_

I (Customer), \_\_\_\_\_ (print name of authorized signatory), declare under penalty of perjury under the laws of the State of California that I am authorized to execute this document on behalf of the Customer of Record listed at the top of this form and that I have authority to financially bind the Customer of Record. I further certify that my Agent has authority to act on my behalf and request the release of information for the accounts listed on this form and perform the specific acts and functions listed above. I understand the Utility reserves the right to verify any authorization request submitted before releasing information or taking any action on my behalf. I authorize the Utility to release the requested information on my account or facilities to the above Agent who is acting on my behalf regarding the matters listed above. I hereby release, hold harmless, and indemnify the Utility from any liability, claims, demands, causes of action, damages, or expenses resulting from: 1) any release of information to my Agent pursuant to this Authorization; 2) the unauthorized use of this information by my Agent; and 3) from any actions taken by my Agent pursuant to this Authorization, including rate changes. **I understand that this is a legally binding contract.** I understand that I may cancel this authorization at any time by submitting a written request. **[This form must be signed by someone who has authority to financially bind the customer (for example, CFO of a company or City Manager of a municipality).]**

\_\_\_\_\_  
AUTHORIZED CUSTOMER SIGNATURE

\_\_\_\_\_  
TELEPHONE NUMBER

**Executed this day** \_\_\_\_\_ **of** \_\_\_\_\_ **at** \_\_\_\_\_  
MONTH YEAR CITY AND STATE WHERE EXECUTED

I (Agent), hereby release, hold harmless, and indemnify the Utility from any liability, claims, demand, causes of action, damages, or expenses resulting from the release of customer information obtained pursuant to this authorization and from the taking of any action pursuant to this authorization, including rate changes.

\_\_\_\_\_  
AGENT SIGNATURE

\_\_\_\_\_  
TELEPHONE NUMBER

\_\_\_\_\_  
COMPANY

**Executed this day** \_\_\_\_\_ **of** \_\_\_\_\_  
MONTH YEAR

**APPENDIX G**

**PUC OF TEXAS CODE AND AGREEMENT FOR PULSE OUTPUTS DEVICES**

## Texas Pulse Outputs Standard

### §25.129. Pulse Metering.

- (a) **Purpose.** The purpose of this section is to facilitate customer access to electrical pulse (pulse) as defined in §25.341 of this title (relating to Definitions) under terms and conditions specified in subsection (c) of this section.
- (b) **Application.** This section applies to transmission and distribution (T&D) utilities, except river authorities. Each T&D utility shall provide access to pulse from the revenue meter and shall provide pulse access in accordance with an Agreement and Terms and Conditions for Pulse Metering Equipment Installation (PMEI agreement), as approved by the commission for all requesting customers.
- (c) **Commission approved pulse metering agreement.** Each T&D utility shall provide pulse metering equipment pursuant to the PMEI agreement as approved by the commission.
- (d) **Filing requirements for tariffs.** No later than 15 days after the effective date of this section, each T&D utility that does not have a tariff that contains a schedule detailing the charges for providing pulse metering equipment, installation and replacement and, if offered, equipment maintenance shall file a tariff or tariffs containing a schedule detailing the charges for providing pulse metering equipment, installation, and replacement and, if offered, equipment maintenance. The tariff shall conform to the commission rules and the PMEI agreement. Concurrent with the tariff filing in this section, each T&D utility that does not have an approved tariff that contains a schedule detailing the charges for providing pulse metering equipment, installation and, if offered, equipment maintenance shall submit all supporting data for the charges. No later than 15 days after the effective date of this section, each utility shall submit the PMEI agreement as described in subsection (c) of this section and approved by the commission.

## AGREEMENT AND TERMS AND CONDITIONS FOR PULSE METERING EQUIPMENT INSTALLATION

\_\_\_\_\_ (“Company”) and \_\_\_\_\_ [an Electric Power and Energy end-user; the written authorized representative of \_\_\_\_\_, an Electric Power and Energy end-user; or a retail electric provider for \_\_\_\_\_, an Electric Power and Energy end-user] (“Customer”) hereby agree that the provision of Pulse Metering Equipment will be governed by the Company’s Tariff for Retail Delivery Service and this Agreement and Terms and Conditions for Pulse Metering Equipment Installation (“Agreement”).

Upon the request of Customer, Company shall install, maintain, repair, replace, or remove Pulse Metering Equipment located at Company’s Meter used for billing Delivery System Services in accordance with the following terms and conditions:

1. Company shall install Pulse Metering Equipment, including: pulse initiator, as needed; external protective devices, as needed; junction box as needed; and necessary wiring and related materials and supplies up to a point for Customer’s interconnection.

2. Customer shall be responsible for the installation and maintenance of all wiring and equipment on Customer's side of the point of interconnection with Company's Pulse Metering Equipment.
3. Customer agrees that Company is not obligated to alter or adjust any meter reading based on the equipment that Customer installs to receive the Electrical Pulses provided for herein and that Company in no way guarantees that Customer's equipment will operate satisfactorily.
4. Company shall charge and Customer shall pay (i) the installation charge as set forth in Company's Tariff for Retail Delivery Service, or if there is no such charge, (ii) the difference in costs, if any, between the existing meter (or the standard meter if no meter is currently installed) and the cost of an advanced meter that meets Customer's requirements, or (iii) the actual cost of the installation requirements, which includes the actual cost of equipment, labor, and overheads necessary to provide pulse access, or (iv) an engineering estimate thereof. Customer shall remit payment to Company for the costs incurred under this paragraph by the due date shown on Company's invoice.
5. Only Company or Company's authorized representatives shall install, maintain, repair, replace, or remove Pulse Metering Equipment. Company shall normally complete installation or removal of such equipment within thirty (30) days from the date request is made in accordance with Section 10. Normal installation times may be impacted by equipment availability or other factors beyond the reasonable control of Company. If Company determines that the installation time may exceed thirty (30) days, Company shall provide notice to customer pursuant to section 11 of this agreement. Company shall provide notice to Customer's contact person as set forth in section 11 of this Agreement when Pulse Metering Equipment installation is complete, including pulse multipliers for the meter, so that pulse data can be interpreted.
6. Company shall maintain, repair, or replace Pulse Metering Equipment installed hereunder, if and to the extent that such work is necessary to maintain the pulse access desired by Customer. If applicable, a charge for maintenance shall be optional, with Customer having the option whether to pay a monthly maintenance fee, rather than the cost of repair or replacement should such become necessary to maintain the pulse access desired by Customer. Company shall charge and Customer shall pay (i) the replacement charge, (ii) the actual cost of all required repairs/replacement, or (iii) an engineering estimate thereof. Company shall repair or replace only such Company equipment as requires repair or replacement.
7. If an isolation relay is used, under no circumstances shall Customer modify or interrupt the operation of Company's relay and associated wiring.

8. Company shall have the right to interrupt the pulse circuit in accordance with the provisions of the Company's tariff for Retail Delivery Service.
9. This Agreement may be amended, revised, or otherwise changed only by an appropriate order of an Applicable Legal Authority.
10. All requests for Pulse Metering Equipment shall be in writing and must include the following information:
  - (a). Customer name;
  - (b). Letter of authorization if Customer is other than an Electric Power and Energy end-user;
  - (c). Customer's authorized representative contact name, if applicable;
  - (d). Customer's authorized representative contact phone number, if applicable;
  - (e). ESI ID (if available);
  - (f). Service address (including City and zip code);
  - (g). Pulse data requested e.g. watt-hour, time, var-hour;
  - (h). Billing/Invoice Information, including:
    - Responsible Party;
    - Billing Address; and
  - (i). If Customer is not the owner of the premises upon which Pulse Metering Equipment will be located, Customer shall represent that Company is fully authorized to enter the premises and to perform any reasonable effort necessary to install, maintain, repair, replace, or remove Pulse Metering Equipment.

11. All communications necessary in the administration and execution of this Agreement may be effectuated by contacting Company and Customer at the addresses and telephone numbers set forth below:

**FOR COMPANY:**

Contact: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Email: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

**FOR CUSTOMER:**

Contact: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Email: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Either party may change the preceding designation by providing the other party with no less than thirty (30) days advanced notification of such change.

12. Except as expressly provided by this Agreement, no provisions of this Agreement shall revise, alter, modify, or amend Company's Tariff for Retail Delivery Service.

13. This Agreement shall commence upon the date of execution by both Parties (the "Effective Date") and shall terminate (a) upon mutual agreement of the Parties, or (b) written notification by Customer to Company that it requests to terminate this Agreement; or (c) upon the effective date of a new agreement between the Parties.

14. Termination of this Agreement, for any reason, shall not relieve Company or Customer of any obligation accrued or accruing prior to such termination.

15. This Agreement may be executed in two or more counterparts, each of which is deemed an original but all constitute one and the same instrument.

**Company** (insert name) \_\_\_\_\_

(legal signature) \_\_\_\_\_

(date) \_\_\_\_\_

**Customer** (insert name) \_\_\_\_\_

(legal signature) \_\_\_\_\_

(date) \_\_\_\_\_

**CERTIFICATE OF SERVICE**

I, Sara Steck Myers, am over the age of 18 years and employed in the City and County of San Francisco. My business address is 122 - 28<sup>th</sup> Avenue, San Francisco, California 94121.

On May 2, 2011, I served the within document **JOINT PARTIES' PROPOSED DIRECT PARTICIPATION RULES** in R.07-01-041 (DR), with service on the R.07-01-041 service list in the manner prescribed by the Commission's Rules of Practice and Procedure and with additional and separate electronic service and hard copy delivery of these proposed rules by U.S. Mail to Assigned Commissioner Peevey and Assigned ALJs Sullivan and Farrar at San Francisco, California.

Executed on May 2, 2011, at San Francisco, California.

          /s/ SARA STECK MYERS          

Sara Steck Myers

**ELECTRONIC & MAIL SERVICE LISTS**  
**R.07-01-041 (Demand Response (Direct Participation Phase))**  
**May 2, 2011**

**Electronic Service List**

douglass@energyattorney.com	mrh2@pge.com
liddell@energyattorney.com	mpa@a-klaw.com
klatt@energyattorney.com	SRH1@pge.com
marcel@turn.org	aliddell@icfi.com
martinhomec@gmail.com	steven@sfpower.org
sue.mara@rtoadvisors.com	ahmad.faruqui@brattle.com
sdebross@rhoads-sinon.com	bcragg@goodinmacbride.com
keith.mccrea@sablax.com	bdille@jmpsecurities.com
rmettling@bluepointenergy.com	rafi.hassan@sig.com
SDPatrick@SempraUtilities.com	robertgex@dwt.com
janet.combs@sce.com	sdhilton@stoel.com
ames_doug@yahoo.com	salleyoo@dwt.com
lms@cpuc.ca.gov	cem@newsdata.com
marcel@turn.org	CPUCCases@pge.com
nes@a-klaw.com	MAGq@pge.com
rcounihan@enernoc.com	regrelcpuccases@pge.com
saw0@pge.com	mrh2@pge.com
mgo@goodinmacbride.com	rwalth@pacbell.net
jeffgray@dwt.com	Service@spurr.org
irene@igc.org	clark.bernier@rlw.com
ssmyers@att.net	pmcleod@finsch.com
wbooth@booth-law.com	sean.beatty@mirant.com
kowalewskia@calpine.com	smithmj@calpine.com
eric@strategyi.com	cpjoe@gepllc.com
ja_booth@yahoo.com	philha@astound.net
rquattrini@energyconnectinc.com	alex.kang@itron.com
bhines@svlg.net	jody_london_consulting@earthlink.net
brbarkovich@earthlink.net	ted@energy-solution.com
bdicapo@caiso.com	cpucdockets@keyesandfox.com
cmkehrin@ems-ca.com	rschmidt@bartlewells.com
Inavarro@edf.org	jskromer@gmail.com
kmills@cfbf.com	glbarbose@lbl.gov
jellis@resero.com	erasmussen@marinenergyauthority.org
ABesa@SempraUtilities.com	emahlon@ecoact.org
clamasbabbini@comverge.com	janreid@coastecon.com
davidmorse9@gmail.com	jshields@ssjid.com
elvine@lbl.gov	joyw@mid.org

janderson@viridityenergy.com  
janderson@viridityenergy.com  
klaughlin@viridityenergy.com  
lmanz@viridityenergy.com  
mainspan@ecsgrid.com  
Peter.Pearson@bves.com  
ttutt@smud.org  
tglassey@certichron.com  
mrw@mrwassoc.com  
cpuc@certichron.com  
elaine.s.kwei@pjc.com  
michelle.d.grant@dynegy.com  
sschare@summitblue.com  
smaye@nappartners.com  
clark.pierce@us.landisgyr.com  
nplanson@consumerpowerline.com  
mpieniazek@drenergyconsulting.com  
gesmith@ecsny.com  
apetersen@rhoads-sinon.com  
miino@rhoads-sinon.com  
stephen.baker@constellation.com  
dan.violette@navigantconsulting.com  
kcooney@summitblue.com  
barrettllarry@comcast.net  
david@nemtzow.com  
david.reed@sce.com  
joyce.leung@sce.com  
marian.brown@sce.com  
mark.s.martinez@sce.com  
andrea.horwatt@sce.com  
carl.silsbee@sce.com  
case.admin@sce.com  
Fadia.Khoury@sce.com  
Jennifer.Shigekawa@sce.com  
ka-wing.poon@sce.com  
larry.cope@sce.com  
olivia.samad@sce.com  
garwacrd@sce.com  
nquan@gswater.com  
dwood8@cox.net  
dadams@viridityenergy.com  
DBarker@SempraUtilities.com  
KSmith2@SempraUtilities.com

rogerv@mid.org  
tomk@mid.org  
jweil@aglet.org  
gayatri@jbsenergy.com  
jeff@jbsenergy.com  
dgrandy@caonsitegen.com  
rmccann@umich.edu  
chinman@caiso.com  
janders@caiso.com  
jgoodin@caiso.com  
mgillette@enernoc.com  
Saeed.Farrokhpay@ferc.gov  
e-recipient@caiso.com  
brian.theaker@nrgenergy.com  
mary.lynych@constellation.com  
lwhouse@innercite.com  
dhungerf@energy.state.ca.us  
msherida@energy.state.ca.us  
bernardo@braunlegal.com  
abb@eslawfirm.com  
vwood@smud.org  
bboice02@yahoo.com  
karen@klindh.com  
rogerl47@aol.com  
sas@a-klaw.com  
bschuman@pacific-crest.com  
jholmes@emi1.com  
tylerb@poweritsolutions.com  
DBR@cpuc.ca.gov  
JYM@cpuc.ca.gov  
ag2@cpuc.ca.gov  
bsk@cpuc.ca.gov  
crv@cpuc.ca.gov  
edf@cpuc.ca.gov  
dnl@cpuc.ca.gov  
edd@cpuc.ca.gov  
hcf@cpuc.ca.gov  
jw2@cpuc.ca.gov  
jc8@cpuc.ca.gov  
joc@cpuc.ca.gov  
kkm@cpuc.ca.gov  
kho@cpuc.ca.gov  
mjd@cpuc.ca.gov

LDavidson@SempraUtilities.com  
CentralFiles@SempraUtilities.com  
JYamagata@SempraUtilities.com  
afreifeld@viridityenergy.com  
Dave.Hanna@itron.com  
dwyllie@aswengineering.com  
hvidstenj@kindermorgan.com  
shawn\_cox@kindermorgan.com  
mtierney-lloyd@enernoc.com  
pk@utilitycostmanagement.com  
chris@emeter.com  
Paul.karr@TrilliantInc.com  
theresa.mueller@sfgov.org  
mgm@cpuc.ca.gov  
tcr@cpuc.ca.gov  
srovetti@sflower.org  
tburke@sflower.org

jpn@cpuc.ca.gov  
rc5@cpuc.ca.gov  
wtr@cpuc.ca.gov  
bkb@cpuc.ca.gov  
scl@cpuc.ca.gov  
skg@cpuc.ca.gov  
tjs@cpuc.ca.gov  
claufenb@energy.state.ca.us  
dcengel@fscgroup.com  
snuller@ethree.com  
CRMd@pge.com  
jwwd@pge.com  
filings@a-klaw.com  
kea3@pge.com  
lhj2@pge.com  
lgk2@pge.com

## **Mail Service List**

### **Parties**

DANIEL W. DOUGLASS  
DOUGLASS & LIDDELL  
EMAIL ONLY  
EMAIL ONLY, CA 00000  
FOR: ALLIANCE FOR RETAIL ENERGY  
MARKETS/WESTERN POWER TRADING FORUM

DONALD C. LIDDELL  
DOUGLASS & LIDDELL  
EMAIL ONLY  
EMAIL ONLY, CA 00000  
FOR: WAL-MART STORES, INC./ICE  
ENERGY/KINDER MORGAN / CALIF. ENERGY  
STORAGE ALLIANCE

GREGORY S.G. KLATT  
DOUGLASS & LIDDELL  
EMAIL ONLY  
EMAIL ONLY, CA 00000  
FOR: DIRECT ACCESS CUSTOMER COALITION

MARCEL HAWIGER  
ENERGY ATTORNEY  
THE UTILITY REFORM NETWORK  
EMAIL ONLY  
EMAIL ONLY, CA 00000-0000  
FOR: TURN

MARTIN HOMECA  
CALIFORNIANS FOR RENEWABLE ENERGY, INC.  
EMAIL ONLY  
EMAIL ONLY, CA 00000-0000  
FOR: CALIFORNIA FOR RENEWABLE ENERGY,  
INC.

SUE MARA  
RTO ADVISORS, LLC.  
EMAIL ONLY  
EMAIL ONLY, CA 00000-0000  
FOR: RTO ADVISORS, LLC

SCOTT H. DEBROFF  
RHOADS & SINON LLP  
ONE SOUTH MARKET SQUARE, PO BOX 1146  
HARRISBURG, PA 17108-1146  
FOR: ELSTER INTEGRATED SOLUTIONS;  
CELLNET & TRILLIANT NETWORKS, INC.;  
CONSUMER POWERLINE AND ANCILLIARY  
SERVICES COALITION.

KEITH R. MCCREA  
ATTORNEY AT LAW  
SUTHERLAND, ASBILL & BRENNAN, LLP  
1275 PENNSYLVANIA AVE., N.W.  
WASHINGTON, DC 20004-2415  
FOR: CA MANUFACTURERS & TECHNOLOGY ASSN.

KEN SKINNER  
VICE PRESIDENT, COO  
INTEGRAL ANALYTICS, INC  
312 WALNUT STREET, SUITE 1600  
CINCINNATI, OH 45202

JAMES R. METTLING  
BLUE POINT ENERGY LLC  
20 INDUSTRIAL PARKWAY  
CARSON CITY, NV 89706  
FOR: BLUE POINT ENERGY

STEVEN D. PATRICK  
SAN DIEGO GAS AND ELECTRIC COMPANY  
555 WEST FIFTH STREET, SUITE 1400  
LOS ANGELES, CA 90013-1011  
FOR: SAN DIEGO GAS & ELECTRIC COMPANY

JANET COMBS  
SR. ATTORNEY  
SOUTHERN CALIFORNIA EDISON COMPANY  
2244 WALNUT GROVE AVENUE  
ROSEMead, CA 91770  
FOR: SOUTHERN CALIFORNIA EDISON COMPANY

DOUGLAS A. AMES  
ATTORNEY AT LAW  
TRANSPHASE SYSTEMS, INC.  
4971 LOS PATOS AVENUE  
HUNTINGTON BEACH, CA 92649  
FOR: TRANSPHASE

LISA-MARIE SALVACION  
CALIF PUBLIC UTILITIES COMMISSION  
LEGAL DIVISION  
ROOM 4107  
505 VAN NESS AVENUE  
SAN FRANCISCO, CA 94102-3214  
FOR: DIVISION OF RATEPAYERS ADVOCATES

MARCEL HAWIGER  
ENERGY ATTY  
THE UTILITY REFORM NETWORK  
115 SANSOME STREET, SUITE 900  
SAN FRANCISCO, CA 94104  
FOR: TURN

NORA SHERIFF  
ALCANTAR & KAHL, LLP  
33 NEW MONTGOMERY STREET, SUITE 1850  
SAN FRANCISCO, CA 94105  
FOR: ENERGY PRODUCERS & USERS COALITION

RICHARD H. COUNIHAN  
SR. DIRECTOR CORPORATE DEVELOPMENT  
ENERNOC, INC.  
500 HOWARD ST., SUITE 400  
SAN FRANCISCO, CA 94105  
FOR: ENERNOC, INC.

SHIRLEY WOO  
ATTORNEY AT LAW  
PACIFIC GAS AND ELECTRIC COMPANY  
77 BEALE STREET, B30A  
SAN FRANCISCO, CA 94105  
FOR: PACIFIC GAS AND ELECTRIC

MARLO A. GO  
GOODIN MACBRIDE SQUERI DAY & LAMPREY LLP  
505 SANSOME STREET, SUITE 900  
SAN FRANCISCO, CA 94111  
FOR: NORTH AMERICA POWER PARTNERS, LLC

JEFFREY P. GRAY  
DAVIS WRIGHT TREMAINE, LLP  
505 MONTGOMERY STREET, SUITE 800  
SAN FRANCISCO, CA 94111-6533  
FOR: SOUTH SAN JOAQUIN IRRIGATION  
DISTRICT

IRENE K. MOOSEN  
ATTORNEY AT LAW  
CITY AND COUNTY OF SAN FRANCISCO  
53 SANTA YNEZ AVE.  
SAN FRANCISCO, CA 94112  
FOR: CITY AND COUNTY OF SAN FRANCISCO

SARA STECK MYERS  
ATTORNEY AT LAW  
122 28TH AVENUE  
SAN FRANCISCO, CA 94121  
FOR: JOINT PARTIES. ENERNOC, INC.

WILLIAM H. BOOTH  
LAW OFFICES OF WILLIAM H. BOOTH  
67 CARR DRIVE  
MORAGA, CA 94556  
FOR: CLECA - CALIF. LARGE ENERGY  
CONSUMERS ASSOCIATION

AVIS KOWALEWSKI  
CALPINE CORPORATION  
4160 DUBLIN BLVD, SUITE 100  
DUBLIN, CA 94568  
FOR: CALPINE CORPORATION

ERIC C. WOYCHIK  
STRATEGY INTEGRATION LLC  
9901 CALODEN LANE  
OAKLAND, CA 94605  
FOR: COMVERGE, INC.

JAMES BOOTHE  
THE ENERGY COALITION  
9 REBELO LANE  
NOVATO, CA 94947  
FOR: THE ENERGY COALITION

RICH QUATTRINI  
VICE PRESIDENT - WESTERN REGION  
ENERGYCONNECT, INC.  
901 CAMPISI WAY, SUITE 260  
CAMPBELL, CA 95008-2348  
FOR: ENERGY CONNECT, INC.

BOB HINES  
ENERGY PROGRAMS  
SILICON VALLEY LEADERSHIP GROUP  
224 AIRPORT PARKWAY, SUITE 620  
SAN JOSE, CA 95110  
FOR: SILICON VALLEY LEADERSHIP GROUP

BARBARA R. BARKOVICH  
BARKOVICH & YAP, INC.  
44810 ROSEWOOD TERRACE  
MENDOCINO, CA 95460  
FOR: CALIFORNIA LARGE ENERGY CONSUMERS  
ASSOCIATION

BALDASSARO DI CAPO  
COUNSEL  
CALIFORNIA INDEPENDENT SYSTEM OPERATOR  
151 BLUE RAVINE ROAD  
FOLSOM, CA 95630  
FOR: CALIFORNIA INDEPENDENT SYSTEM  
OPERATOR

CAROLYN KEHREIN  
ENERGY MANAGEMENT SERVICES  
2602 CELEBRATION WAY  
WOODLAND, CA 95776  
FOR: ENERGY USERS FORUM

LAUREN NAVARRO  
ATTORNEY  
ENVIRONMENTAL DEFENSE FUND  
1107 9TH STREET, SUITE 540  
SACRAMENTO, CA 95814  
FOR: ENVIRONMENTAL DEFENSE FUND

KAREN N. MILLS  
ATTORNEY AT LAW  
CALIFORNIA FARM BUREAU FEDERATION  
2300 RIVER PLAZA DRIVE  
SACRAMENTO, CA 95833  
FOR: CALIFORNIA FARM BUREAU FEDERATION

JACK ELLIS  
PRINCIPAL CONSULTANT  
RESERO CONSULTING  
PO BOX 6600  
LAKE TRAHOE, CA 96145-6600  
FOR: ENERGY CONNECT, INC.

## Information Only

ATHENA BESA  
SAN DIEGO GAS & ELECTRIC COMPANY  
EMAIL ONLY  
EMAIL ONLY, CA 00000

CARLOS LAMAS-BABBINI  
COMVERGE, INC.  
EMAIL ONLY  
EMAIL ONLY, CA 00000

DAVID E. MORSE  
EMAIL ONLY  
EMAIL ONLY, CA 00000

EDWARD VINE  
LAWRENCE BERKELEY NATIONAL LABORATORY  
EMAIL ONLY  
EMAIL ONLY, CA 00000

JONNA ANDERSON  
VIRIDITY ENERGY  
EMAIL ONLY  
EMAIL ONLY, CA 00000

JONNA NADERSON  
VIRIDITY ENERGY  
EMAIL ONLY  
EMAIL ONLY, CA 00000

KENNETH LAUGHLIN  
VIRIDITY ENERGY  
EMAIL ONLY  
EMAIL ONLY, CA 00000

LAURA MANZ  
VIRIDITY ENERGY  
EMAIL ONLY  
EMAIL ONLY, CA 00000

MALCOLM D. AINSPAN  
ENERGY CURTAILMENT SPECIALISTS  
EMAIL ONLY  
EMAIL ONLY, NY 00000

PETER PEARSON  
BEAR VALLEY ELECTRIC SERVICE  
EMAIL ONLY  
EMAIL ONLY, CA 00000

TIMOTHY N. TUTT  
SACRAMENTO MUNICIPAL UTILITIES DISTRICT  
EMAIL ONLY  
EMAIL ONLY, CA 00000

TODD S. GLASSEY  
EMAIL ONLY  
EMAIL ONLY, CA 00000

MRW & ASSOCIATES, LLC  
EMAIL ONLY  
EMAIL ONLY, CA 00000

CERTICHRON, INC.  
EMAIL ONLY  
EMAIL ONLY, CA 00000  
FOR: CERTICHRON, INC.

ELAINE S. KWEI  
PIPER JAFFRAY & CO  
EMAIL ONLY  
EMAIL ONLY, CA 00000-0000

MICHELLE GRANT  
DYNEGY, INC.  
EMAIL ONLY  
EMAIL ONLY, TX 00000-0000

STUART SCHARE  
SUMMIT BLUE CONSULTING  
EMAIL ONLY  
EMAIL ONLY, CO 00000-0000  
FOR: SUMMIT BLUE CONSULTING

SHELLY-ANN MAYE  
NORTH AMERICA POWER PARTNERS  
308 HARPER DRIVE, SUITE 320  
MOORESTOWN, NJ 08057

CLARK E. PIERCE  
LANDIS & GYR  
246 WINDING WAY  
STRATFORD, NJ 08084

NICHOLAS J. PLANSON  
CONSUMER POWERLINE  
17 STATE STREET, SUITE 1910  
NEW YORK, NY 10004  
FOR: CONSUMER POWERLINE

MARIE PIENIAZEK  
1328 BOZENKILL ROAD  
DELANSON, NY 12053

GLEN E. SMITH  
PRESIDENT AND CEO  
ENERGY CURTAILMENT SPECIALISTS, INC.  
PO BOX 610  
CHEEKTOWAGA, NY 14225-0610

ALICIA R. PETERSEN  
RHOADS & SINON LLP  
ONE SOUTH MARKET SQUARE, PO BOX 1146  
HARRISBURG, PA 17108

MONICA S. IINO  
RHOADS & SINON LLP  
M&T BUILDING  
ONE SOUTH MARKET SQUARE, PO BOX 1146  
HARRISBURG, PA 17108

CLINTON COLE  
CURRENT GROUP, LLC  
20420 CENTURY BOULEVARD  
GERMANTOWN, MD 20874

GRAYSON HEFFNER  
15525 AMBIANCE DRIVE  
N. POTOMAC, MD 20878

STEPHEN D. BAKER  
SR. REG. ANALYST, FELLON-MCCORD AND ASS.  
CONSTELLATION NEW ENERGY-GAS DIVISION  
9960 CORPORATE CAMPUS DRIVE, SUITE 2500  
LOUISVILLE, KY 40223

DANIEL M. VIOLETTE  
SUMMIT BLUE CONSULTING  
1722 14TH STREET, SUITE 230  
BOULDER, CO 80302

KEVIN COONEY  
PRINCIPAL/CEO  
SUMMIT BLUE CORPORATION  
1722 14TH STREET, SUITE 230  
BOULDER, CO 80302

LARRY B. BARRETT  
CONSULTING ASSOCIATES, INC.  
PO BOX 60429  
COLORADO SPRINGS, CO 80960

WILLIAM D. ROSS  
CONSTELLATION NEW ENERGY  
520 SO. GRAND AVENUE SUITE 3800  
LOS ANGELES, CA 90071-2610  
FOR: CONSTELLATION NEW ENERGY

DAVID NEMTZOW  
NEMTZOW & ASSOCIATES  
1254 9TH STREET, NO. 6  
SANTA MONICA, CA 90401

DAVID REED  
SOUTHERN CALIFORNIA EDISON  
6060 IRWINDALE AVE., STE. J  
IRWINDALE, CA 91702

JOYCE LEUNG  
SOUTHERN CALIFORNIA EDISON COMPANY  
6060 J IRWINDALE AVE.  
IRWINDALE, CA 91702

MARIAN BROWN  
SOUTHERN CALIFORNIA EDISON  
6040A IRWINDALE AVE.  
IRWINDALE, CA 91702

MARK S. MARTINEZ  
SOUTHERN CALIFORNIA EDISON  
6060 IRWINDALE AVE., SUITE J  
IRWINDALE, CA 91702

ANDREA HORWATT  
SOUTHERN CALIFORNIA EDISON COMPANY  
2244 WALNUT GROVE AVENUE  
ROSEMEAD, CA 91770

CARL SILSBEE  
SOUTHERN CALIFORNIA EDISON  
G01, RP&A  
2244 WALNUT GROVE AVENUE  
ROSEMEAD, CA 91770

CASE ADMINISTRATION  
SOUTHERN CALIFORNIA EDISON COMPANY  
PO BOX 800 / 2244 WALNUT GROVE AVE.  
ROSEMEAD, CA 91770

FADIA KHOURY  
SOUTHERN CALIFORNIA EDISON COMPANY  
2244 WALNUT GROVE AVE.  
ROSEMEAD, CA 91770

JENNIFER M. TSAO SHIGEKAWA  
SOUTHERN CALIFORNIA EDISON COMPANY  
2244 WALNUT GROVE AVENUE  
ROSEMEAD, CA 91770  
FOR: SOUTHERN CALIFORNIA EDISON COMPANY

KA-WING MAGGIE POON  
G01, QUAD 2B  
2244 WALNUT GROVE AVE.  
ROSEMEAD, CA 91770

LARRY R. COPE  
ATTORNEY AT LAW  
SOUTHERN CALIFORNIA EDISON  
PO BOX 800, 2244 WALNUT GROVE AVENUE  
ROSEMEAD, CA 91770  
FOR: SOUTHERN CALIFORNIA EDISON

OLIVIA SAMAD  
SOUTHERN CALIFORNIA EDISON COMPANY  
2244 WALNUT GROVE AVENUE  
ROSEMEAD, CA 91770

RUSS GARWACRD  
SOUTHERN CALIFORNIA EDISON COMPANY  
2244 WALNUT GROVE  
ROSEMEAD, CA 91770

NGUYEN QUAN  
MGR - REGULATORY AFFAIRS  
GOLDEN STATE WATER COMPANY  
630 EAST FOOTHILL BOULEVARD  
SAN DIMAS, CA 91773  
FOR: GOLDEN STATE WATER COMPANY

DON WOOD  
PACIFIC ENERGY POLICY CENTER  
4539 LEE AVENUE  
LA MESA, CA 91941

DREW ADAMS  
VIRIDITY ENERGY  
4778 CASS ST., APT. A  
SAN DIEGO, CA 92109

DAVID BARKER  
SAN DIEGO GAS & ELECTRIC COMPANY  
8306 CENTURY PARK COURT  
SAN DIEGO, CA 92123

KATHRYN SMITH  
SAN DIEGO GAS AND ELECTRIC COMPANY  
8306 CENTURY PARK COURT  
SAN DIEGO, CA 92123

LISA DAVIDSON  
SAN DIEGO GAS AND ELECTRIC COMPANY  
8330 CENTURY PARK COURT, CP32A  
SAN DIEGO, CA 92123

REGULATORY AFFAIRS  
SAN DIEGO GAS & ELECTRIC CO.  
8330 CENTURY PARK COURT-CP31E  
SAN DIEGO, CA 92123-1530

JOY C. YAMAGATA  
SAN DIEGO GAS & ELECTRIC/SOCALGAS  
8330 CENTURY PARK COURT, CP 32D  
SAN DIEGO, CA 92123-1533

ALLEN FREIFELD  
VIRIDITY ENERY, INC.  
16870 WEST BERNARDO DRIVE, ST. 400  
SAN DIEGO, CA 92127

DAVE HANNA  
ITRON INC  
11236 EL CAMINO REAL  
SAN DEIGO, CA 92130-2650

GEOFF AYRES  
THE ENERGY COALITION  
15615 ALTON PARKWAY, SUITE 245  
IRVINE, CA 92618

WARREN MITCHELL  
THE ENERGY COALITION  
15615 ALTON PARKWAY, SUITE 245  
IRVINE, CA 92618

DAVID M. WYLIE, PE  
ASW ENGINEERING  
2512 CHAMBERS ROAD, SUITE 103  
TUSTIN, CA 92780

JOEL M. HVIDSTEN  
KINDER MORGAN ENERGY FORECASTER  
1100 TOWN & COUNTRY ROAD, SUITE 700  
ORANGE, CA 92868

SHAWN COX  
KINDER MORGAN ENERGY FORECASTER  
1100 TOWN & COUNTRY ROAD, SUITE 700  
ORANGE, CA 92868

MONA TIERNEY-LLOYD  
SENIOR MANAGER WESTERN REG. AFFAIRS  
ENERNOC, INC.  
PO BOX 378  
CAYUCOS, CA 93430

PAUL KERKORIAN  
UTILITY COST MANAGEMENT LLC  
6475 N. PALM AVENUE, SUITE 105  
FRESNO, CA 93704

CHRIS KING  
EMETER CORPORATION  
2215 BRIDGEPOINTE PARKWAY, SUITE 300  
SAN MATEO, CA 94044

PAUL KARR  
TRILLIANT NETWORKS, INC.  
1100 ISLAND DRIVE, SUITE 103  
REDWOOD CITY, CA 94065

THERESA MUELLER  
DEPUTY CITY ATTORNEY  
CITY AND COUNTY OF SAN FRANCISCO  
CITY HALL, ROOM 234  
SAN FRANCISCO, CA 94102

MASSIS GALESTAN  
CALIF PUBLIC UTILITIES COMMISSION  
ENERGY DIVISION  
AREA 4-A  
505 VAN NESS AVENUE  
SAN FRANCISCO, CA 94102-3214

THOMAS ROBERTS  
CALIF PUBLIC UTILITIES COMMISSION  
ELECTRICITY PRICING AND CUSTOMER PROGRAM  
ROOM 4104  
505 VAN NESS AVENUE  
SAN FRANCISCO, CA 94102-3214

SANDRA ROVETTI  
REGULATORY AFFAIRS MANAGER  
SAN FRANCISCO PUC  
1155 MARKET STREET, 4TH FLOOR  
SAN FRANCISCO, CA 94103

THERESA BURKE  
SAN FRANCISCO PUC  
1155 MARKET STREET, 4TH FLOOR  
SAN FRANCISCO, CA 94103

DANIEL C. ENGEL  
SENIOR CONSULTANT  
FREEMAN, SULLIVAN & CO.  
101 MONTGOMERY STREET, 15TH FLOOR  
SAN FRANCISCO, CA 94104

SNULLER PRICE  
ENERGY AND ENVIRONMENTAL ECONOMICS  
101 MONTGOMERY, SUITE 1600  
SAN FRANCISCO, CA 94104

STEVE GEORGE  
GSC GROUP  
101 MONTGOMERY STREET, 15TH FLOOR  
SAN FRANCISCO, CA 94104

CHARLES R. MIDDLEKAUFF  
ATTORNEY  
PACIFIC GAS AND ELECTRIC COMPANY  
77 BEALE STREET, B30A / PO BOX 7442  
SAN FRANCISCO, CA 94105  
FOR: PACIFIC GAS AND ELECTRIC COMPANY

JOSEPHINE WU  
PACIFIC GAS AND ELECTRIC COMPANY  
77 BEALE STREET, MC B9A  
SAN FRANCISCO, CA 94105

KAREN TERRANOVA  
ALCANTAR & KAHL, LLP  
33 NEW MONTGOMERY STREET, SUITE 1850  
SAN FRANCISCO, CA 94105

KEN ABREN  
245 MARKET STREET  
SAN FRANCISCO, CA 94105

LISE H. JORDAN, ESQ.  
PACIFIC GAS AND ELECTRIC COMPANY  
77 BEALE STREET, B30A. RM 3151  
SAN FRANCISCO, CA 94105

LUCY FUKUI  
PACIFIC GAS AND ELECTRIC COMPANY  
77 BEALE ST., MC B9A  
SAN FRANCISCO, CA 94105

MARK R. HUFFMAN  
ATTORNEY AT LAW  
PACIFIC GAS AND ELECTRIC COMPANY  
77 BEALE STREET / PO BOX 7442 (B30A)  
SAN FRANCISCO, CA 94105

MICHAEL P. ALCANTAR  
ATTORNEY AT LAW  
ALCANTAR & KAHL, LLP  
33 NEW MONTGOMERY STREET, SUITE 1850  
SAN FRANCISCO, CA 94105

STEVEN R. HAERTLE  
PACIFIC GAS AND ELECTRIC COMPANY  
77 BEALE STREET, MC B9A  
SAN FRANCISCO, CA 94105

ALICE LIDDELL  
ICF INTERNATIONAL  
620 FOLSOM STREET, STE, 200  
SAN FRANCISCO, CA 94107

STEVEN MOSS  
SAN FRANCISCO COMMUNITY POWER  
2325 THIRD STREET, STE 344  
SAN FRANCISCO, CA 94107

AHMAD FARUQUI  
THE BRATTLE GROUP  
353 SACRAMENTO STREET, SUITE 1140  
SAN FRANCISCO, CA 94111

BRIAN T. CRAGG  
GOODIN, MACBRIDE, SQUERI, DAY & LAMPREY  
505 SANSOME STREET, SUITE 900  
SAN FRANCISCO, CA 94111  
FOR: NORTH AMERICA POWER PARTNERS LLC

BRYCE DILLE  
CLEAN TECHNOLOGY RESEARCH  
JMP SECURITIES  
600 MONTGOMERY ST. SUITE 1100  
SAN FRANCISCO, CA 94111

RAFI HASSAN  
SUSQUEHANNA FINANCIAL GROUP, LLLP  
101 CALIFORNIA STREET, SUITE 3250  
SAN FRANCISCO, CA 94111

ROBERT GEX  
DAVIS WRIGHT TREMAINE LLP  
505 MONTGOMERY STREET, SUITE 800  
SAN FRANCISCO, CA 94111

SETH D. HILTON  
STOEL RIVES, LLP  
555 MONTGOMERY ST., SUITE 1288  
SAN FRANCISCO, CA 94111

SALLE E. YOO  
ATTORNEY AT LAW  
DAVIS WRIGHT TREMAINE  
505 MONTGOMERY STREET, SUITE 800  
SAN FRANCISCO, CA 94111-6533

CALIFORNIA ENERGY MARKETS  
425 DIVISADERO STREET, SUITE 303  
SAN FRANCISCO, CA 94117

REGULATORY FILE ROOM  
PACIFIC GAS AND ELECTRIC COMPANY  
PO BOX 7442  
SAN FRANCISCO, CA 94120

MARY A. GANDESBERY  
PACIFIC GAS AND ELECTRIC COMPANY  
PO BOX 7442, MC B30A-3005  
SAN FRANCISCO, CA 94120-7442

CASE ADMINISTRATION  
PACIFIC GAS & ELECTRIC COMPANY  
PO BOX 770000; MC B9A  
SAN FRANCISCO, CA 94177

MARK HUFFMAN  
ATTORNEY AT LAW  
PACIFIC GAS AND ELECTRIC COMPANY  
PO BOX 770000, MC B30A  
SAN FRANCISCO, CA 94177  
FOR: PACIFIC GAS AND ELECTRIC COMPANY

ROBIN J. WALTHER, PH.D.  
1380 OAK CREEK DRIVE., 316  
PALO ALTO, CA 94305

MICHAEL ROCHMAN  
MANAGING DIRECTOR  
SPURR  
1850 GATEWAY BLVD., SUITE 235  
CONCORD, CA 94520

CLARK BERNIER  
RLW ANALYTICS  
961 CAPITOLA DR  
NAPA, CA 94559-3579

PHILLIP W. MCLEOD, PH.D  
PRINCIPAL  
FINANCE SCHOLARS GROUP  
TWO THEATRE SQUARE, SUITE 218  
ORINDA, CA 94563

SEAN P. BEATTY  
SR. MGR. EXTERNAL & REGULATORY AFFAIRS  
GENON CALIFORNIA NORTH LLC  
696 WEST 10TH ST., PO BOX 192  
PITTSBURG, CA 94565

MARK J. SMITH  
CALPINE CORPORATION  
4160 DUBLIN BLVD., SUITE 100  
DUBLIN, CA 94568

JOE PRIJYANONDA  
GLOBAL ENERGY PARTNERS, LLC  
500 YGNACIO VALLEY RD., STE 450  
WALNUT CREEK, CA 94596-3853

PHILIPPE AUCLAIR  
11 RUSSELL COURT  
WALNUT CREEK, CA 94598

ALEX KANG  
ITRON, INC.  
1111 BROADWAY, STE. 1800  
OAKLAND, CA 94607

JODY S. LONDON  
JODY LONDON CONSULTING  
PO BOX 3629  
OAKLAND, CA 94609

TED POPE  
PRESIDENT  
ENERGY SOLUTIONS  
1610 HARRISON STREET  
OAKLAND, CA 94612

DOCKET COORDINATOR  
5727 KEITH ST.  
OAKLAND, CA 94618

REED V. SCHMIDT  
BARTLE WELLS ASSOCIATES  
1889 ALCATRAZ AVENUE  
BERKELEY, CA 94703-2714

STEVE KROMER  
SKEE  
3110 COLLEGE AVENUE, APT 12  
BERKELEY, CA 94705  
FOR: STEVE KROMER

GALEN BARBOSE  
LAWRENCE BERKELEY NATIONAL LAB  
MS 90-4000  
1 CYCLOTRON RD.  
BERKELEY, CA 94720

ELIZABETH RASMUSSEN  
PROJECT MGR.  
MARIN ENERGY AUTHORITY  
781 LINCOLN AVENUE, SUITE 320  
SAN RAFAEL, CA 94901

MAHLON ALDRIDGE  
ECOLOGY ACTION  
PO BOX 1188  
SANTA CRUZ, CA 95061-1188

L. JAN REID  
COAST ECONOMIC CONSULTING  
3185 GROSS ROAD  
SANTA CRUZ, CA 95062

JEFF SHIELDS  
UTILITY SYSTEMS DIRECTOR  
SOUTH SAN JOAQUIN IRRIGATION DISTRICT  
11011 E. HWY 120  
MANTECA, CA 95336

JOY A. WARREN  
REGULATORY ADMINISTRATOR  
MODESTO IRRIGATION DISTRICT  
1231 11TH STREET  
MODESTO, CA 95354

ROGER VAN HOY  
MODESTO IRRIGATION DISTRICT  
1231 11TH STREET  
MODESTO, CA 95354

THOMAS S. KIMBALL  
MODESTO IRRIGATION DISTRICT  
1231 11TH STREET  
MODESTO, CA 95354

JAMES WEIL  
DIRECTOR  
AGLET CONSUMER ALLIANCE  
PO BOX 1916  
SEBASTOPOL, CA 95473

GAYATRI SCHILBERG  
JBS ENERGY  
311 D STREET, SUITE A  
WEST SACRAMENTO, CA 95605  
FOR: TURN

JEFF NAHIGIAN  
JBS ENERGY, INC.  
311 D STREET  
WEST SACRAMENTO, CA 95605

DOUGLAS M. GRANDY, P.E.  
CALIFORNIA ONSITE GENERATION  
DG TECHNOLOGIES  
1220 MACAULAY CIRCLE  
CARMICHAEL, CA 95608

RICHARD MCCANN  
M.CUBED  
2655 PORTAGE BAY ROAD, SUITE 3  
DAVIS, CA 95616

CYNTHIA HINMAN  
CALIFORNIA ISO  
151 BLUE RAVINE ROAD  
FOLSOM, CA 95630

JOHN C. ANDERS  
SR. COUNSEL  
CALIFORNIA INDEPENDENT SYSTEMS OPERATOR  
250 OUTCROPPING WAY  
FOLSOM, CA 95630  
FOR: CALIFORNIA INDEPENDENT SYSTEM  
OPERATOR CORP

JOHN GOODIN  
CALIFORNIA ISO  
151 BLUE RAVINE RD.  
FOLSOM, CA 95630

MELANIE GILLETTE  
DIR - WESTERN REG. AFFAIRS  
ENERNOC, INC.  
115 HAZELMERE DRIVE  
FOLSOM, CA 95630

SAEED FARROKHPAY  
FEDERAL ENERGY REGULATORY COMMISSION  
110 BLUE RAVINE ROAD, SUITE 107  
FOLSOM, CA 95630

LEGAL AND REGULATORY DEPARTMENT  
CALIFORNIA ISO  
151 BLUE RAVINE ROAD  
FOLSOM, CA 95630

BRIAN THEAKER  
NRG ENERGY  
3161 KEN DEREK LANE  
PLACERVILLE, CA 95667

MARY LYNCH  
CONSTELLATION ENERGY COMMODITIES GRP  
2377 GOLD MEADOW WAY, STE 100  
GOLD RIVER, CA 95670

LON W. HOUSE, PH.D  
ASSOCIATION OF CAL WATER AGENCIES  
4901 FLYING C RD.  
CAMERON PARK, CA 95682

DAVID HUNGERFORD  
CALIFORNIA ENERGY COMMISSION  
DEMAND ANALYSIS OFFICE  
1516 NINTH STREET, MS-22  
SACRAMENTO, CA 95814

MARGARET SHERIDAN  
CALIFORNIA ENERGY COMMISSION  
DEMAND ANALYSIS OFFICE  
1516 NINTH STREET, MS-22  
SACRAMENTO, CA 95814

RYAN BERNARDO  
BRAUN BLAISING MCLAUGHLIN, P.C.  
915 L STREET, SUITE 1270  
SACRAMENTO, CA 95814

ANDREW B. BROWN  
ATTORNEY AT LAW  
ELLISON SCHNEIDER & HARRIS, LLP (1359)  
2600 CAPITAL AVENUE, SUITE 400  
SACRAMENTO, CA 95816-5905

VIKKI WOOD  
SACRAMENTO MUNICIPAL UTILITY DISTRICT  
6301 S STREET, MS A204  
SACRAMENTO, CA 95817-1899

BARB BOICE  
4309 NORWOOD AVENUE, APT. 160  
SACRAMENTO, CA 95838

KAREN LINDH  
CALIFORNIA ONSITE GENERATION  
7909 WALERGA ROAD, NO. 112, PMB 119  
ANTELOPE, CA 95843

ROGER LEVY  
LEVY AND ASSOCIATES  
2805 HUNTINGTON ROAD  
SACRAMENTO, CA 95864

ANNIE STANGE  
ALCANTAR & KAHL LLP  
1300 SW FIFTH AVE., SUITE 1750  
PORTLAND, OR 97201

BENJAMIN SCHUMAN  
PACIFIC CREST SECURITIES  
111 SW 5TH AVE, 42ND FLR  
PORTLAND, OR 97204

JENNIFER HOLMES  
ENERGY MARKET INNOVATIONS INC.  
83 COLUMBIA STREET, SUITE 303  
SEATTLE, WA 98104

TYLER BERGAN  
POWERIT SOLUTIONS  
568 1ST AVE. S., STE. 450  
SEATTLE, WA 98104-2843

## State Service

DONALD J. BROOKS  
CALIFORNIA PUBLIC UTILITIES COMMISSION  
ENERGY DIV  
EMAIL ONLY  
EMAIL ONLY, CA 00000

JOY MORGENSTERN  
CALIFORNIA PUBLIC UTILITIES COMMISSION  
EMAIL ONLY  
EMAIL ONLY, CA 00000

ALOKE GUPTA  
CALIF PUBLIC UTILITIES COMMISSION  
ENERGY DIVISION  
AREA 4-A  
505 VAN NESS AVENUE  
SAN FRANCISCO, CA 94102-3214

BRUCE KANESHIRO  
CALIF PUBLIC UTILITIES COMMISSION  
ENERGY DIVISION  
AREA 4-A  
505 VAN NESS AVENUE  
SAN FRANCISCO, CA 94102-3214

CHRISTOPHER R VILLARREAL  
CALIF PUBLIC UTILITIES COMMISSION  
POLICY & PLANNING DIVISION  
ROOM 5119  
505 VAN NESS AVENUE  
SAN FRANCISCO, CA 94102-3214

DARWIN FARRAR  
CALIF PUBLIC UTILITIES COMMISSION  
DIVISION OF ADMINISTRATIVE LAW JUDGES  
ROOM 5041  
505 VAN NESS AVENUE  
SAN FRANCISCO, CA 94102-3214

DORRIS LAM  
CALIF PUBLIC UTILITIES COMMISSION  
ENERGY DIVISION  
AREA 4-A  
505 VAN NESS AVENUE  
SAN FRANCISCO, CA 94102-3214

ELIZABETH DORMAN  
CALIF PUBLIC UTILITIES COMMISSION  
LEGAL DIVISION  
ROOM 4300  
505 VAN NESS AVENUE  
SAN FRANCISCO, CA 94102-3214

HAZLYN FORTUNE  
CALIF PUBLIC UTILITIES COMMISSION  
ENERGY DIVISION  
AREA 4-A  
505 VAN NESS AVENUE  
SAN FRANCISCO, CA 94102-3214

JAKE WISE  
CALIF PUBLIC UTILITIES COMMISSION  
ENERGY DIVISION  
AREA 4-A  
505 VAN NESS AVENUE  
SAN FRANCISCO, CA 94102-3214

JENNIFER CARON  
CALIF PUBLIC UTILITIES COMMISSION  
ENERGY DIVISION  
AREA 4-A  
505 VAN NESS AVENUE  
SAN FRANCISCO, CA 94102-3214

JOE COMO  
CALIF PUBLIC UTILITIES COMMISSION  
DRA - ADMINISTRATIVE BRANCH  
ROOM 4101  
505 VAN NESS AVENUE  
SAN FRANCISCO, CA 94102-3214

KARL MEEUSEN  
CALIF PUBLIC UTILITIES COMMISSION  
EXECUTIVE DIVISION  
ROOM 5217  
505 VAN NESS AVENUE  
SAN FRANCISCO, CA 94102-3214

KE HAO OUYANG  
CALIF PUBLIC UTILITIES COMMISSION  
ELECTRICITY PRICING AND CUSTOMER PROGRAM  
ROOM 4104  
505 VAN NESS AVENUE  
SAN FRANCISCO, CA 94102-3214

MATTHEW DEAL  
CALIF PUBLIC UTILITIES COMMISSION  
POLICY & PLANNING DIVISION  
ROOM 5119  
505 VAN NESS AVENUE  
SAN FRANCISCO, CA 94102-3214

PAMELA NATALONI  
CALIF PUBLIC UTILITIES COMMISSION  
LEGAL DIVISION  
ROOM 5124  
505 VAN NESS AVENUE  
SAN FRANCISCO, CA 94102-3214

RADU CIUPAGEA  
CALIF PUBLIC UTILITIES COMMISSION  
ELECTRICITY PRICING AND CUSTOMER PROGRAM  
ROOM 4104  
505 VAN NESS AVENUE

REBECCA TSAI-WEI LEE  
CALIF PUBLIC UTILITIES COMMISSION  
ENERGY DIVISION  
AREA 4-A  
505 VAN NESS AVENUE

SAN FRANCISCO, CA 94102-3214

SAN FRANCISCO, CA 94102-3214

ROBERT BENJAMIN  
CALIF PUBLIC UTILITIES COMMISSION  
ENERGY DIVISION  
AREA 4-A  
505 VAN NESS AVENUE  
SAN FRANCISCO, CA 94102-3214

SCARLETT LIANG-UEJIO  
CALIF PUBLIC UTILITIES COMMISSION  
ENERGY DIVISION  
AREA 4-A  
505 VAN NESS AVENUE  
SAN FRANCISCO, CA 94102-3214

SUDHEER GOKHALE  
CALIF PUBLIC UTILITIES COMMISSION  
ELECTRICITY PRICING AND CUSTOMER PROGRAM  
ROOM 4102  
505 VAN NESS AVENUE  
SAN FRANCISCO, CA 94102-3214  
FOR: DRA

TIMOTHY J. SULLIVAN  
CALIF PUBLIC UTILITIES COMMISSION  
DIVISION OF ADMINISTRATIVE LAW JUDGES  
ROOM 2106  
505 VAN NESS AVENUE  
SAN FRANCISCO, CA 94102-3214

CLARE LAUFENBER GALLARDO  
STRATEGIC TRANSMISSION INVESTMNT PROGRAM  
CALIFORNIA ENERGY COMMISSION  
1516 NINTH STREET, MS 17  
SACRAMENTO, CA 95814