



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 COMPLIANCE FILING OF SOUTHERN CALIFORNIA EDISON COMPANY
(U 338-E), PACIFIC GAS AND ELECTRIC COMPANY (U 39-E), AND SAN DIEGO GAS &
ELECTRIC COMPANY (U 902 M) ON PROPOSED RULES IN PHASE IV, DIRECT
PARTICIPATION**

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Dated: May 2, 2011

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**BEFORE THE PUBLIC UTILITIES COMMISSION OF THE
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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

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JOINT COMPLIANCE FILING OF SOUTHERN CALIFORNIA EDISON COMPANY (U 338-E), PACIFIC GAS AND ELECTRIC COMPANY (U 39-E), AND SAN DIEGO GAS & ELECTRIC COMPANY (U 902 M) ON PROPOSED RULES IN PHASE IV, DIRECT PARTICIPATION

The February 17, 2011, Ruling of Administrative Law Judge Farrar in Phase IV of Rulemaking 07-01-041 (the DR OIR) requires parties to propose direct participation rules before May 2, 2011. In compliance, Pacific Gas and Electric Company (PG&E), on behalf of itself, Southern California Edison Company (SCE), and San Diego Gas & Electric Company (SDG&E) (jointly, the IOUs),^{1/} propose direct participation rules to govern interactions between IOUs, acting in their capacities of Utility Distribution Companies (UDCs), Load Serving Entities (LSEs), Demand Response Providers (DRPs), Meter Service Providers (MSPs), and Meter Data Management Agents (MDMAs) with all other entities that perform these responsibilities to provide Demand Response (DR) services to the California Independent System Operator (CAISO) through the a DR market mechanism.

The February 17, 2011, Ruling recommends that the IOUs' Direct Access (DA) rules serve as a model. The IOUs' proposal follows this recommendation to establish rules that allow

^{1/} PG&E has been authorized to file this motion on behalf of the IOUs.

for orderly participation in the CAISO markets by DRPs using UDC load, as well as fair cost treatment and consumer protection in connection with that participation.

Attached as Appendix A is proposed tariff language for direct participation rules. Appendix B is a proposed service agreement between the IOUs and DRPs. Appendix C is a proposed registration form requiring DRPs to register with the California Public Utilities Commission (Commission or CPUC). Appendix D is a chart illustrating the proposed registration and information flow process for direct participation.

In addition, these documents will be provided in Microsoft Word version to the working group and service list as described in the working group meeting.

I. CAVEATS

This is a major new rule. The draft materials the IOUs present here are based on a very expedited schedule. Because the implementation of the direct participation tariff and the associated processes will need to be carried out in a careful and cost effective manner, the IOUs would like to alert the Commission of potential problems.

The expedited schedule has meant that there has not been adequate time to work through issues raised. As directed by Commission staff, and as driven by the deadline imposed by the February 17, 2011, ALJ Ruling, the working group maintained an aggressive workshop schedule, meeting on March 21, April 5, April 13 and April 26, 2011. There were also additional calls and working meetings between the IOUs and other parties in between the meetings convened by Energy Division staff.

In all, the process was productive, but very compressed. Major areas of disagreement were identified, but could not be resolved in the short time period. Thus, even if the CPUC were to approve the rule as proposed by the IOUs, significant unforeseen problems that could have been avoided with more time are likely to arise.

For the same reason, there has been minimal time to review alternatives. For example, the process flow proposed by the Alliance for Retail Energy Markets (AREM) and discussed at

the April 26th meeting may have some potential, but there has been insufficient time to evaluate its feasibility.

A recent Federal Energy Regulatory Order, Order 745,^{2/} may impact the IOUs proposed tariff (e.g. settlements or credit requirements).

In addition to these issues, the IOUs have not had time to fully analyze the implementation steps, timeline and costs. Implementation will take a significant period of time, and will cause the IOUs to incur costs. These facts have received very little consideration to date in this phase of the proceeding.

The IOUs appreciate this opportunity to propose rules. However, the IOUs believe that the work product would benefit from more time, particularly after a Commission decision on threshold policy matters. Both IOU tariff rules for DA and community choice aggregation were developed through a significantly longer collaborative process.

II. GOALS FOR THE DIRECT PARTICIPATION RULES

The IOUs propose direct participation rules that achieve the following goals:

- Allow third party DRPs to bid the demand response resources of retail bundled service customers into the CAISO markets;
- Allow CPUC oversight of consumer protection, privacy and consent;
- Ensure fair cost allocation based on cost-causation;
- Ensure service reliability;
- Provide for timely and efficient communication between the many interrelated parties; and
- Ensure the efficient use of resources and processes to expedite the participation of DRPs in the CAISO demand response market mechanisms.

The IOUs' proposed rules achieve these goals. While there may be other ways to achieve these goals, more time would be needed for the IOUs to assess other approaches.

^{2/} 134 FERC ¶ 61,187.

A. Allow Third Party DRPs to Bid Demand Response Into the CAISO Markets

Prior to allowing third parties to bid DR resources of bundled service customers of the IOUs, the Commission made clear that rules needed to be in place. Direct participation introduces a third service provider to the customer – the DRP – in addition to the customer’s UDC and the customer’s LSE, each of which may be different entities. These rules govern the relationships between these three parties and allow them to serve the customer and protect, share, and use customer information. These rules also govern the parties’ responsibilities. In addition, they ensure adherence to CAISO rules, avoidance of double counting a customer’s load drop, and preservation of customer choice in their demand response service provider. The IOU proposal recognizes that, as in the DA and community choice aggregation context, the UDC is uniquely positioned to be an objective facilitator of the market.

B. CPUC Oversight and Consumer Protection, Privacy and Consent

The IOUs’ proposal follows the clear directive of establishing Commission rules and Commission oversight. The purpose of the rules is to make sure that there is no slamming or fraud and to make sure that inappropriate behavior by a DRP can be dealt with by the Commission.

In addition, the IOUs’ proposal preserves customer privacy and consent by allowing confirmation of customer selection, DRP registration, and early notification of the customer through a Demand Response Service Request (DRSR). The DRSR process is adapted from the Direct Access Service Request (DASR) process, which is firmly established and serves DA well. The DRSR process provides the means for making an affirmative declaration, confirmed at each step, of customer intentions to initiate, change, or discontinue a third party service. The IOU proposal creates a DRSR with essential elements of information required of third parties to ensure notice of a customer’s elections.

The Commission has the authority to determine if and how customers participate in wholesale demand response market. It should act to retain its ability as the Local Regulatory Authority (LRA) by specifying rules for customers to participate in the wholesale market in a

way that is consistent with overall state/CPUC policy. The IOU proposal includes registration of all DRPs, so as to assure this authority is retained.

In the DA market, the Commission requires registration of all Electric Service Providers (ESPs), regardless of the type of customers served. This assures customers that the most relevant authority has an active interest in enforcing fair conduct in the market. So it is with DRPs and the CAISO markets.

C. Fair Cost Allocation Based on Cost-Causation

The IOUs' proposal follows the principal of cost causation and includes a settlement mechanism, and notes fees will be charged for services under a Commission-approved tariff as is the case for both DA and community choice aggregation. For example, in the DRP market, a financial settlement is needed to offset CAISO Default Load Adjustment. Fees for additional services should be paid by the party causing the need for the service.

D. Service Reliability

The IOUs' proposal ensures the CAISO rules of bidding resources are enforced. The IOUs' proposal helps to prevent possible double counting of demand resources for resource adequacy and other planning and operational purposes. The IOUs' proposal makes clear that customers can only utilize one DRP while preserving their right to participate in more than one program under a single DRP. This promotes system reliability by maximizing available resources to address peak demand.

E. Timely and Efficient Communication

As the IOU experience with DA market has shown, customers and providers alike require timely and complete information with respect to initiation, changes in, and termination of third party services.

This is why the IOU proposal borrows from the DA process of using the DASR as the affirmative indication and confirmation of customer participation, and changes therein. Under the IOU proposal, DRP, LSE, UDC and customers will receive needed information in a timely manner. The IOU proposal describes clear rules for timely communication of both customer and

DRP requests for confidential customer information, where parties stand in the process, and how to fix any deficiencies there might be in form submission. As is the case with DASRs in the context of DA, DRSRs will be timely processed and acknowledged, and will establish the universally understood manner of processing customer requests such that the customer knows what directions are provided as to the customer's choice. Similarly, the IOUs' proposal clarifies dispute resolution rules based on those that have worked in the DA context.

F. Efficient Use of Resources and Processes

One goal is to minimize the costs to implement these rules and keep processes as simple as feasible. The IOU proposal minimizes costs by utilizing a similar process to the one used in DA and eliminating unnecessary functions or new third parties. The market and the Commission need a firm starting point and the IOU process will allow DR resources to be bid in a the CAISO demand response market mechanisms based on lessons learned from the DA process. There may be further opportunities to simplify the processes and further minimize costs without compromising other objectives, if more time were available to work on the rules.

III. THE IOUS' PROPOSAL ACCOMPLISHES THE IDENTIFIED GOALS

The IOUs believe that any rule the Commission adopts on direct participation must satisfy the important policy goals described earlier. Taken together, the IOUs' proposal for the tariff language, service agreement and registration process satisfies these criteria. While the Commission will weigh other alternatives, the IOUs caution that their proposal should be taken together as a whole because it is based on these goals and policy assumptions. For example, replacing a specific provision of the IOUs' proposed Rule governing DRP interactions with a competing proposal might compromise the integrity of the package, so that it no longer accomplishes its key objectives. The IOUs therefore urge the Commission to consider the policy objectives discussed in this pleading, and determine how those objectives should be expressed in the adopted rules.

1. Appendix A – Tariff Language

The IOUs have attached as an exhibit tariff changes to create a new rule. As suggested by the ALJ in the February 17, 2011, ALJ Ruling, the IOUs' proposed tariff language is based on their rules covering DA.

More specifically, the IOUs' proposal is based on PG&E's DA tariff, PG&E's Rule 22. SCE and SDG&E may need to alter the proposed language slightly to make it conform with their tariffs. The new rule will be Rule 24 for SCE and PG&E, and a different numbered rule for SDG&E. The IOUs also propose for new definitions to be included into the existing Rule 1 definitions of the IOU tariffs.

2. Appendix B – Service Agreement

As with the proposed tariff changes, the IOUs' recommend that the service agreement between the DRP and the IOU/UDC be based on the service agreement between the ESP and the IOU. The tariff language/service agreement framework works well to define the IOU and DRP obligations under the DRP tariff, and to set out how non-performance of those obligations by either the IOU or the DRP is to be addressed.

3. Appendix C – Registration Form

The IOUs propose a process that is based on the successful process used in DA and propose a simple, single registration process for all DRPs regardless of the size of customers served. The IOUs propose that *all* prospective DRPs, including ESPs who are considering acting as DRPs, as well, register with the Commission prior to participating in CAISO market products. Although the ALJ ruling identifies residential, small commercial, and industrial customers, the IOUs do not believe that this identification excludes larger customers from needing or benefiting from consumer protection.

Therefore, the IOUs have modeled the Commission DRP registration form on the form currently used to register ESPs for the provision of DA service. The DRP form, however, is much simplified from its ESP counterpart. Some of the corporate and affiliate informational

requirements contained in the ESP registration form have been removed in creating the DRP registration form. Fingerprinting has also been removed as a prerequisite to registration. Furthermore, the IOUs have simplified the process by allowing DRPs to register on a single form for all customer-types.

Within this proposed form, there are requirements that are specific to DRPs intending to serve residential and small commercial customers. Generally, these additional requirements are contained in the "Notice" section of the registration form. DRPs intending to serve residential and small commercial customers will be required to provide a security deposit of \$25,000 with the CPUC, which is parallel to the existing ESP registration requirement. DRPs intending to serve residential and small commercial customer have additional reporting requirements to protect smaller customers.

By bifurcating the DRP registration requirements within a single form, the IOUs have made the process as simple as possible while providing a more minimal registration process for DRPs intending to serve only larger customers.^{3/} DRPs intending to serve only large commercial and industrial customers are not required to provide a security deposit or report their service plans to the CPUC on an annual basis.

The model for the development of rules and procedures in Direct Participation is being drawn from the experience of DA where the trend has been toward one set of rules for all. While there are some distinctions between the treatment of large and small customers in DA, the current version of Rule 22, per Commission directive, includes required registration of all ESPs regardless of customer size.

^{3/} February 17, 2011 ALJ Ruling at p. 4.

4. Appendix D – Flow Chart

The process and information flow associated with the IOUs' proposal necessarily contain several steps. Appendix D contains a flow chart laying this out.

Respectfully submitted,
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/s/

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Dated: May 2, 2011

Appendix A

Proposed Tariff Language For Direct Participation Rules



ELECTRIC RULE NO. 24
DIRECT PARTICIPATION DEMAND RESPONSE

Sheet 1

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Advice Letter No:
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Issued by
Jane K. Yura
Vice President
Regulation and Rates

Date Filed _____
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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), a Demand Response Provider (DRP), a Meter Data Management Agent (MDMA), and a Meter Service Provider (MSP).

This Rule describes the terms and conditions that apply to 1) the UDC's Bundled Service customers, an Energy Service Providers' (ESPs) Direct Access (DA) customers, a Community Choice Aggregator's (CCA) customers, and 2) all DRPs engaged in providing Demand Response (DR) services through one or more of the California Independent System Operator's (CAISO's) demand response wholesale market mechanisms. This Rule also applies to all other entities (LSEs, MDMA, and MSPs) required for the functioning of the demand response market mechanisms in the CAISO's wholesale market.

Unless otherwise stated, all references to 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 DR market 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 defined in Electric Rule 1, shall be registered with the California Public Utilities Commission (CPUC), have a signed Demand Response Provider Agreement with the CAISO, have signed the UDC's DRP Service Agreement, and must meet any certification requirements established by the appropriate State agencies, the CPUC, and the CAISO.

A customer may elect to participate in DR service by becoming a DRP or through the use of a DRP as its agent. A customer may not simultaneously enroll load associated with the same service account number in the event based demand response programs of more than one DRP. A customer that remains in a UDC event based DR program may not participate in the DR program of another DRP, even if the UDC has not enrolled that customer in any of the CAISO's demand response wholesale market mechanisms.

In cases where a customer elects to participate in the Investor Owned Utility's (IOU's) CPUC-approved demand response program, the IOU will act as the DRP for that customer and be subject to the conditions of this Rule.

Other entities, such as aggregators and ESPs, can elect to become a DRP by signing the DRP Agreement with the CAISO, registering with the CPUC, signing the DRP Service Agreement with the UDC, and completing the conditions set forth in this Rule. ESPs electing to act as a DRP solely for their DA customers may do so under the conditions of this Rule and the UDC's direct access tariffs (PG&E's Electric Rule 22). CCAs electing to act as a DRP solely for their CCA Service customers may do so under the conditions of

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this Rule and the UDC's CCA Service tariffs (PG&E's Electric Rule 23).

DEFINITIONS: to be added to Electric Rule 1

DEMAND RESPONSE (DR): The reduction or increase in energy consumption by retail customers in response to a signal or pricing mechanism.

EVENT BASED DEMAND RESPONSE: The temporary reduction or increase in energy consumption by retail customers in response to an event-based signal or pricing mechanism.

DEMAND RESPONSE PROVIDER (DRP): An entity that provides demand response services to the California Independent System Operator through retail customers within PG&E's service territory. A DRP may also provide certain metering services to its customers as provided for within these tariffs.

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Sheet 3

B. GENERAL TERMS

(N)

1. General Obligations of the UDC

a. Non-Discrimination

The UDC shall discharge its responsibilities under this tariff in a neutral manner as to providers of all services that are subject to a customer's election to participate in DR service that is provided to the CAISO through a DR market mechanism. Unless otherwise authorized by the CPUC, the Federal Energy Regulatory Commission (FERC), or the affiliate transactions rules, the UDC shall not:

- 1) represent that its affiliates, or customers of itself or its affiliates, will receive any different treatment with regard to the provision of UDC services than other, unaffiliated, service providers as a result of affiliation with UDC acting in any capacity as defined in this Rule 24; or
- 2) provide itself, acting in any capacity as defined in this Rule 24, its affiliates, or customers of itself or 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 UDC services.

b. Requests for DR Services

The UDC shall process requests for services it may similarly offer in one of its other capacities, in a comparable manner and within the same period of time for itself acting as a DRP, its affiliates, and for all other market participants and their respective customers.

c. Timeliness and Due Diligence

Consistent with state law and CPUC decisions, the UDC acting in any of its capacities as defined in this Rule 24, shall exercise due diligence in meeting its obligations and deadlines under this tariff and other applicable rules or tariffs so as to facilitate a customer's election to participate in DR service as quickly as possible. The UDC shall update all DRP and customer relationships in response to completed Demand Response Service Requests (DRSR) within ten (10) business days of receiving a completed DRSR,

(N)

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B. GENERAL TERMS (Cont'd.)

(N)

1. General Obligations of the UDC (cont.)

d. Provision of Customer Data by the UDC

In response to a Customer Information Service Request (CISR), the UDC will make available customer data to an inquiring DRP in accordance with Section C. As applicable, this customer data shall include, but not be limited to, up to twelve (12) months of historical usage data, the meter number, the service account number, the location in the CAISO grid, identification of the customer's MDMA and MSP, identification of the customer's LSE and whether the customer is currently enrolled in any DR program (including any of the UDC's own DR programs).

e. Review of the CAISO DR Resource Registrations

The UDC shall review all registrations of DR resources submitted by a DRP to the CAISO to ensure accuracy of the customer information presented. The UDC will conduct such review in accordance with the timelines and requirements set forth in the CAISO's Business Practice Manuals (BPMs). The UDC shall indicate to the CAISO if the customer information presented in the DR resource registration is accurate and if the registration is in accordance with the LRA's rules and regulations governing DR services. If the UDC identifies inaccuracies, it will complete the CAISO registration review process and document the inaccuracies in the CAISO registration review system.

f. Customer Enrollment in DRP Programs

The UDC shall maintain a system of record to track a customer's choice of their DRP. The UDC will update this system of record by processing a DRSR submitted by the DRP to facilitate and document a customer's enrollment in a DRP program and ensure that each customer is served by only one DRP.

g. Notification of DRSRs

Within five (5) business days of receiving a completed DRSR and as applicable, the UDC shall notify the customer and its current DRP of a new DRSR that is submitted for the customer by a different DRP.

(N)

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h. **DRP Registration Resolution**

The UDC shall halt the DRSR process for an account when the customer or its current DRP files an objection to the UDC within ten (10) business days of receiving the notice of the completed competing DRSR. If no objection is received, the UDC shall update the DRP to customer relationship to reflect the DRSR. If an objection is received, the UDC shall wait until a resolution is submitted to the UDC.

2. **General Obligations of LSEs**

Review of the CAISO DR Resource Registrations

The LSE shall review all registrations of their customers that are proposed to be enrolled as a DR resource at the CAISO to ensure accuracy of the customer information presented in the timelines set out in the CAISO's BPMs. The LSE shall indicate to the CAISO whether the customer information presented in the DR resource registration is accurate and whether the registration is in accordance with the LRA's rules and regulations governing DR services. If the LSE identifies inaccuracies, it will complete the CAISO registration review process and document the inaccuracies in the CAISO registration review system.

3. **General Obligations of the MDMA**

Generally, the UDC will serve the MDMA function for its customers. However, a DA customer may elect to have its ESP or an authorized agent of its ESP serve as its MDMA under the provisions of the UDC's direct access tariff (PG&E's Electric Rule 22). The MDMA is the entity responsible for providing accurate and timely meter data to the DP-DRP in accordance with the applicable timelines and requirements set forth in the CAISO's tariff and BPMs, in order to permit settlements of the DR resources.

a. **Accurate Meter Data**

The MDMA shall ensure that the information that it provides access to the DRP is as accurate as available and meet the requirements for meter data quality set forth in the CAISO tariff and BPMs. Updates of meter data will be made available from the MDMA to the DRP if the meter data quality increases to meet the timelines set forth in the CAISO's BPM for submission of meter data for settlement.

b. **Timeliness of Data Transfer**

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The MDMA will provide access to the most accurate available meter data to the DRP within the timelines set forth in the CAISO's BPMs for submission of meter data for settlement.

c. Granularity

The meter data provided to the DRP for DR resources must meet the minimum data interval requirements for the service that the DR resources provided to the CAISO.

4. General Obligations of the MSP

Generally, the UDC will serve the MDMA function for its customers. However, a DA customer may elect to have its ESP or an authorized agent of its ESP serve as its MDMA under the provisions of the UDC's direct access tariff (PG&E's Electric Rule 22).

a. Accuracy of Meter Equipment

The MSP shall ensure that the meter equipment is accurate within acceptable limitations as specified in the UDC's Rule 17 including testing, as necessary and required and complies with the applicable requirements set forth in the CAISO's BPMs.

b. Intervals

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

c. Meter Installations

A customer or its DRP, at its own expense, can request the installation of a meter from the MSP that will satisfy the minimum data interval requirements for the DR resource services provided to the CAISO. The MSP shall ensure that the appropriate metering devices are installed that meet the minimum requirements for the DR resource services provided to the CAISO to permit participation and shall respond to requests by customers for appropriate metering equipment on a timely basis.

5. General Obligations of DRPs

The UDC and any other entities, such as aggregators and ESPs, can elect to become a DRP by signing the DRP Agreement with the CAISO, registering with

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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 the UDC's direct access tariffs. CCAs electing to act as a DRP solely for their CCA Service customers may do so under the conditions of this Rule and the UDC's CCA Service tariffs.

a. Timeliness, Payments, 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.

DRPs shall make all payments resulting from CPUC-authorized charges owed to the LSE, UDC, MDMA, and MSP for services specified under this Rule in a timely manner subject to applicable payment dispute provisions.

b. CPUC requirements for DRPs

The California Public Utilities Commission has established a series of requirements for DRPs. These include:

- Registering with the Commission
- Signing the DRP Agreement with the CAISO to provide DR services
- Obtaining or becoming a certified scheduling coordinator
- Employing an authorized independent verification agent

These requirements are defined in the CPUC's website at [x](#).

c. Arrangements with DRP 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. Notification of Enrollment or Switching

DRPs shall be solely responsible for providing notification of a planned enrollment by a customer through a Demand Response Service Request (DRSR) to the UDC. If a customer is already enrolled in another DRP's DR program, including any IOU's DR program that is not bid into the CAISO market through a CAISO DR market mechanism, the UDC shall notify the

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Sheet 4

customer and the existing DRP no later than five (5) business days before the planned enrollment date through the DRSR process. The existing DRP may have contractual agreements with the customer and disputes between DRPs regarding contractual agreements shall be resolved prior to the customer's enrollment in the planned DP-DR service. [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 an 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 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

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. 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 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 responsible for notifying the customer's MDMA of the effective date of the DRP's CAISO DR Product registration. To the extent that the UDC is the MDMA, the UDC's review of the DRP's CAISO DR product registration is considered to satisfy the notice to the MDMA under this Section.

h. Notification of Event

DRPs shall be solely responsible for notifying 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

(Continued)



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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. No Other Entity Is Liable for DRP Services

To the extent the customer takes service from a DRP, no other entity 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. The CPUC has jurisdiction to resolve complaints against DRPs by small commercial and residential customers.

8. DRP Not Liable for Any Other Entity's Services

To the extent the customer takes service from another entity, a DRP has no obligations to the customer with respect to the services provided by the other entities. The customer must look to the other entities 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 event based 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 include (a) interval data as required for the CAISO settlement process; (b) interval data required to bill the UDC's 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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Sheet 6

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 at the request of DRP prior to participation in DR services at the DRP's or customer's expense.

12. Independent Verification

"Independent Verification" for residential and small commercial customer enrollments into a DR program 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 to Public Utility Code Section 394.5. These provisions are not repeated herein.

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

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

Similarly, a 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 program provided that such service fees have been approved by the CPUC.

(N)

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

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regulatory requirements related to DR service, 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. The UDC shall not be liable to the customer for any damages caused to the customer by any failure by the DRP to comply with the UDC'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 the UDC's performance of its obligations under the UDC'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. All entities who perform any of the duties and thus fulfill the functional entity roles included in this Rule, including but not necessarily limited to the UDC, LSE, DRP, MDMA, and MSP are not agents for any other entity who performs the duties and thus fulfills another functional entity's role included in this Rule, including but not necessarily limited to the UDC, LSE, DRP, MDMA, and MSP. No entity shall be liable to the customer for any damages resulting from any acts, omissions, or representations made by a another entity or its agents in connection with soliciting customers for DR service or performing any of its functions in rendering DR service.

(N)

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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 Customer Usage Data – One Time Release of Information to DRP

Upon receipt of a Customer Information Service Request (CISR), 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 inquiring party must have customer authorization using Form 79-1095 (the UDC's 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. 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. This information includes:

(i) Standard confidential end-user information including, but not necessarily limited to, the UDC service account ID, whether the customer is currently enrolled in a utility DR program or if the customer is enrolled with a DRP, the customer's LSE, MDMA, and MSP as well as contact information for the customer's LSE, MDMA, and MSP, and the PNode location of the service account,

(ii) The UDC will provide basic meter information including, but not necessarily limited to, the meter number, the type of meter and the interval capability of the meter.

(iii) The UDC will make available interval usage data, if available, for 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 MDMA will have the ability to assess a processing charge only if approved by the CPUC.

(N)

2. Access to Customer Usage Data – Ongoing Operational Release of Information to the DRP

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

(Continued)



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requirements.

3. Customer Inquiries Concerning Billing-Related Issues

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

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)

4. Customer Inquiries Related to Emergency Situations and Outages

- a. 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 the UDC to shed or curtail customer load at the request of the CAISO, or as otherwise provided by CPUC tariffs. 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 this Section C.4.

D. DRP SERVICE ESTABLISHMENT

The DRP must satisfy the following requirements, as applicable, before a DRP can provide DR Services in the UDC 's service territory:

- 1. Execute the required service agreements with the CAISO for registering DR resources.
- 2. 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 the UDC to verify that the DRP has completed CPUC registration as required prior to establishing service.
- 3. The DRP must execute a Demand Response Provider Service Agreement (DRP Service Agreement - Form No. 79-XXXX) with the UDC.
- 4. 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 DR Service.
- (d) The intentional misrepresentation of a material fact by an applicant in obtaining a registration pursuant to Public Utilities Code 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.

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D. DRP SERVICE ESTABLISHMENT (cont.)

(N)

5. To the extent the CPUC has ordered the DRP and the UDC, LSE, MDMA, or MSP to enter into financial settlements relative to participation in CAISO, the DRP must satisfy the UDC's credit requirements as specified in Section J, Credit Requirements.
6. 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 emergencies, for the DRP to communicate with the UDC for DRSRs, and for the DRP and the MDMA so that the MDMA can satisfy meter reading communication requirements including communicating to and from MDMA Servers for the sharing of meter reading and usage data.
 - b. The DRP must have the capability to exchange data with the UDC and MDMA via the Internet. Alternative arrangements may be allowed if mutual agreement is made between the UDC and the DRP, the MDMA, 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 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. Non utility 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.
3. DRSRs must identify the UDC service account information of the customer participating in DR service, including its meter service elections, if applicable, as well as customer authorization. A DRSR that does not contain this information shall be considered materially incomplete. Rejected DRSRs must be corrected and resubmitted by the DRP and be acceptable to the UDC no later than twenty (20) days following the notice of rejection from the UDC. DRSRs not corrected by the DRP within this time period will be cancelled by UDC.

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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 by the DRP until after midnight of the third business day after 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 Section E, 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, 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, and within three (3) business days, shall provide 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 the DRP. A DRSR may be rejected for failure to comply with enrollment guidelines established by the Commission. If a DRSR is rejected or is held pending further information, the UDC shall provide the reason for the rejection and notify the DRP of the information needed. The DRSR shall be rejected if the DRSR is not completed within eleven (11) business days following the status notification.
7. The UDC has the right to deny the DRP's request for service if the information provided by the applicant is intentionally false, incomplete, or inaccurate in any material respect.
8. If a submitted DRSR complies with the DRSR requirements, the DRSR will be accepted and the customer available for registration in CAISO's markets.
9. DRSRs shall be handled on a first-come, first-served basis.

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

(N)

14. Customers who are requesting to be removed from DR service will follow the same process and timing as DRSRs to establish such 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 latter 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 Electric 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 consistent with the provisions of Sections 366.5(a) or 366.5(b) of the Public Utilities Code applicable to DA service, 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.

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G. 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 a telemetry solution can be utilized that has the express consent of the CAISO, the DRP may install such a telemetry solution insofar as it obtains the authorizations necessary from the LSE, MDMA, and MSP for meeting telemetry requirements. This telemetry solution may only be used for satisfying the telemetry requirement of the CAISO. The interval metering of the MDMA will be used for settlement purposes with the CAISO, UDC, LSE, and DRP.

The UDC shall perform all MSP and MDMA services for Bundled Service and CCA Service customers participating in DR services and for DA customers if the UDC is acting as the MDMA or MSP at the election of the customer. The UDC, 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 the Direct Access Standards for Metering and Meter Data (DASMMD) as approved by the CPUC. To the extent a customer taking DA service under PG&E's Direct Access tariff elects, or is required to return to UDC Bundled Service, such customer may continue to use the same meter for participating in DR service provided it conforms to the DASMMD, and is compatible with current UDC meter-reading systems.

Customers 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., but shall continue to be responsible for the obligations of a meter owner under the UDC's Electric Rule 22 Section G.

(N)

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

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2. Meter Changes

If an accepted DRSR requires a meter change (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 submit the DRSR after the AMI meter is installed and can be remotely read by the UDC. 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 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 MSP at the customer's or DRP's expense. In this instance, the customer and DRP can elect to submit the DRSR after the meter installation date.
 - (2) If the customer is on Bundled Service or CCA Service and requires an interval meter or telemeter, the UDC shall install the required metering equipment at the customer's or DRP's expense. The UDC 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 the UDC's control such as, but not limited to, delays in the installation of a communication line to the meter. The UDC 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 fees in accordance with the UDC's applicable tariffs.

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G. METERING SERVICES (Cont'd)

(N)

3. MDMA Services

The UDC shall perform all MDMA services required for DR service for Bundled Service and CCA Service customers, and for DA service customers, at the election of the DA 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 the UDC with acceptable interval data, and transferred into the UDC'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. 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.
- 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.

4. Charges for Metering Services

The UDC may charge the customer or the DRP for the metering services only to the extent such charges are authorized by the CPUC. 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 DR services may be more extensive than normal metering services. Charges for these services are found in Rate Schedule E-DRP

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.

(N)

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H. DISCONTINUATION OF DRP SERVICE

(N)

1. Service Changes

The customer may have been participating in DR service from a DRP which was discontinued due to any of the following circumstances:

- a. The DRP has been decertified by the CPUC or the CPUC issues an order that otherwise prohibits PG&E from contracting with the DRP
- b. The DRP has materially failed to meet its obligations under the terms of the DRP Service Agreement or applicable tariffs so as to constitute an event of default and PG&E exercises a contractual right to terminate the agreement;
- c. The DRP is no longer authorized by CAISO to provide DR services.

Notices of discontinuation of service by a DRP will be sent to the LSE, the DRP, the UDC, the MDMA, each affected customer, the CAISO, and to the CPUC by the UDC.

(N)

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H. DISCONTINUATION OF DRP SERVICE (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 the UDC 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 Rule 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))

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H. DISCONTINUATION OF DRP SERVICE (Cont'd.)

(N)

3. Change of Service Election Absent Exigent Circumstances (Cont'd.)

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.

2. 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.

3. Action in the Event of Discontinuation of DRP Service

Upon discontinuation of DRP services pursuant to this Section H, the customer will be removed from DR services with the DRP, If the customer has previously selected another DRP under the procedures set forth in Section E. The customer shall thereafter have the right at any time to select another DRP pursuant to Section E.

(N)

(Continued)

Advice Letter No:
 Decision No.

Issued by
Jane K. Yura
 Vice President
 Rates Account Services

Date Filed _____
 Effective _____
 Resolution No. _____



ELECTRIC RULE NO. 24
 DIRECT PARTICIPATION DEMAND RESPONSE

Sheet 19

H. DISCONTINUATION OF DRP SERVICE (Cont'd.)

(N)

4. Prohibition

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

I. SERVICE DISCONNECTIONS AND RECONNECTIONS

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

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 (N)

(Continued)

Advice Letter No:
 Decision No.

Issued by
Jane K. Yura
 Vice President
 Rates Account Services

Date Filed _____
 Effective _____
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ELECTRIC RULE NO. 24
 DIRECT PARTICIPATION DEMAND RESPONSE

Sheet 20

J. CREDIT REQUIREMENTS

1. The IOU, acting in any of its roles in this Rule, may require the DRP to establish its creditworthiness through evaluations, deposits, or other security in the manner described in Section J.2, to the extent the CPUC approves the ability for the IOU 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 DR resource performance when dispatched by CAISO. That is, the creditworthiness only applies to the CPUC approved charges related to DR services that are billed 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 IOU determines that a material change in the DRP's creditworthiness has occurred. The IOU 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 IOU, with final credit approval granted by the IOU. This evaluation will be completed within ten (10) business days. Credit reports will remain strictly confidential between the credit analysis agency and the IOU. 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)

Advice Letter No:
 Decision No.

Issued by
Jane K. Yura
 Vice President
 Regulation and Rates

Date Filed _____
 Effective _____
 Resolution No. _____



ELECTRIC RULE NO. 24
DIRECT PARTICIPATION DEMAND RESPONSE

Sheet 21

J. 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 IOU 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 IOU prior to the DRP's participation in Demand Response Activity.

c. Security Deposit Payment Timetable

DRPs are obligated to post security deposits with the IOU 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 IOU 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)



ELECTRIC RULE NO. 24
 DIRECT PARTICIPATION DEMAND RESPONSE

Sheet 22

J. CREDIT REQUIREMENTS (Cont'd.)

(N)

e. Ongoing Maintenance of Credit

To ensure continued validity of established unsecured credit, the DRP shall promptly notify the IOU 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 IOU upon request. In the event the IOU 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 IOU shall notify the CAISO that the DRP has defaulted on its credit requirements and is no longer eligible to participate as a DRP under the IOU'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 IOU financing statements) reasonably required from time to time to implement the provisions set forth above and to perfect any security interest granted to the IOU.

K. FINANCIAL SETTLEMENTS

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

2. The DRP, if so determined by the CPUC, 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

A DRP who receives a market award in the Day Ahead Energy Market shall pay the LSE the quantity of MW awarded multiplied by the Day Ahead Default Load Aggregation Point Price for PG&E's control area for the hour of the market award.



ELECTRIC RULE NO. 24
 DIRECT PARTICIPATION DEMAND RESPONSE

Sheet 22

b. Real Time Energy Market

A DRP who receives a market dispatch in the Real Time Energy Market shall pay the LSE the quantity of MW that was dispatched and performed that is incremental to any Day Ahead Energy Market award multiplied by the Day Ahead Default Load Aggregation Point Price for PG&E's control area for the hour of the market dispatch in the Day Ahead Energy Market.

c. Ancillary Service Markets

A DRP is not required to pay to the LSE any revenues received from Ancillary Service Market participation excepting the provision of energy due to a CAISO dispatch of an Ancillary Service Awarded resource through the same financial mechanism as described in Section K.2.b.

d. Timeliness of Payment

The DRP shall provide payment to the LSE no later than 2 weeks after receiving an invoice from the LSE for the amount of the financial settlement as stipulated in Section K.

(N)

Appendix B

Proposed Service Agreement Between The IOUs And DRPs



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 "Pacific Gas and Electric Company" ("PG&E"), a corporation organized and existing under the laws of the state of California acting in its capacity as a Utility Distribution Company ("UDC"). From time to time, DRP and PG&E 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 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 customers in PG&E's service territory ("Demand Response Service"). 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.

- 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 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), and may not be waived, altered, amended or modified, except as provided herein or in the relevant demand response tariff, or as may otherwise be authorized by the CPUC.

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.
- 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 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.

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, 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, the non-defaulting Party shall be entitled (a) to exercise any and all remedies available under PG&E's direct participation demand response tariff; (b) to the extent not inconsistent with PG&E's direct participation demand response tariff, to exercise any and all remedies provided for by law or in equity; and (c) in the event of a material Event of Default, to terminate this Agreement upon written notice to the other Party, which shall be effective upon the receipt thereof.
- 4.3 Breach by any Party hereto of any provision of PG&E's direct participation demand response tariff 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 will bill and the DRP agrees to pay PG&E for all services and products provided by PG&E in accordance with the terms and conditions set forth in PG&E's direct participation demand response tariff, as stated in PG&E's 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.

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. 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 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 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. 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. 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. This Agreement supersedes all other 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 be treated in accordance with the provisions of Public utilities Code Section 8380. 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 Commission 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 Commission in accordance with the Commission's rules, regulations and procedures applicable to resolution of such disputes.
- 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 Commission in accordance with the Commission's rules, regulations and procedures applicable to resolution of such disputes, as 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 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.
- 15.5 Any dispute arising between the Parties relating to the issue of whether a customer can be or is properly registered by a DRP with the CAISO, 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 Commission in accordance with the Commission's rules, regulations and procedures applicable to resolution of such disputes, as allowed by law or in equity, or, the parties may mutually agree to pursue mediation or arbitration to resolve such issues.

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 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.

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

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 shall prevail.

Section 21: Amendments or Modifications

21.1 Except as provided in Section 21.2, no amendment or modification 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 contract, modifications will need to be approved by the Commission as a bilateral amendment would not suffice to effect such change without prior Commission approval..

- 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. 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 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: _____

ATTACHMENT A

A. Definitions:

Demand Response Service Customer - An end-use customer located within PG&E's service territory who purchases 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</i>	
<i>Address</i>	

DRP Contact:

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

MDM Contact:

<i>Email</i>	
<i>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: _____

Appendix C

Proposed CPUC Registration Form

DEMAND RESPONSE PROVIDER REGISTRATION APPLICATION FORM

PLEASE PRINT OR TYPE

DRP No. _____

1. Exact Legal Name of Registrant:

If registrant is conducting business in California under a fictitious business name, list all the names under which the registrant is doing business as (DBA) in California, and the date and county in which the fictitious business name statement was filed (Attach additional page if necessary). For each DBA, provide a copy of the proof of publication of the fictitious business name, or a copy of the certified fictitious business name statement. (See Business & Professions Code Sections 17910, 17917, 17926)

DBA	Date	County
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

2. Current Address:

_____ Address
 _____ City State Zip Code

3. Current Telephone Number: _____

4. Type of Ownership:

- Individual
 Partnership
 Corporation
 Limited Liability Company
 Government Entity
 Other

Complete and mail this application along with \$100.00 certified check (write 0462-800 on front of check) :
 State of California
 Public Utilities Commission
 Energy Division - ESP Registration
 505 Van Ness Avenue
 San Francisco, CA 94102-3298

INCOMPLETE APPLICATIONS CANNOT BE PROCESSED

FOR CPUC USE ONLY
 Application Processed
 By: _____
 Date: _____

5. If a non-California corporation, limited liability company, or limited partnership, attach a copy of the certificate from the California Secretary of State permitting the entity to transact business in California. (See Corporations Code Sections 2105, 15692, 17451)

6. a. If registrant is a corporation, the state in which the registrant is incorporated and

Date of Incorporation: _____ State of Incorporation: _____
(Date) (State)

b. List names and titles of corporate officers. (Attach additional page if necessary)

7. If registrant has listed type of ownership as "government entity" provide a brief description of the government entity, and list the names and titles of the personnel responsible for managing the sale of electricity to residential and small commercial customers. (Attach additional page if necessary)

8. The street address and telephone number of the registrant's principal place of business, if *DIFFERENT* from current address and telephone number listed in line numbers 2 and 3:

Street Address

City	State	Zip Code
-------------	--------------	-----------------

Telephone Number

9. a. Please provide a brief description of the electrical services you plan to offer.

b. Check the box or boxes which describe what customer classes you plan to serve.

- Residential Customers Small Commercial Customers
 Medium to Large Commercial Customers
 Industrial Customers

c. Check the box or boxes which best describe the geographic area in which you plan to offer electrical services.

- Statewide Northern California Counties
 Central California Counties Southern California Counties

d. Indicate the number of customers you plan to serve. _____

e. Indicate the average number of kW's you expect to provide per month. _____

10. Before you can apply to register as a demand response provider (DRP), you are required to execute a service agreement with each utility distribution company (UDC) in whose service territory you plan to do business. State the name of each UDC for which you have a signed UDC-DRP service agreement. Attach to this form an executed copy of each UDC-DRP agreement.

Name of UDCs: _____

a. Provide the names and titles of the key personnel that are involved in the technical and operational aspects of the business.

11. If your company is not providing metering or billing services, provide the names of the companies who will provide those services on your behalf, and provide a description of their experience in those areas.

12. Has your company met the requirements imposed by the California Independent System Operator to act as a demand response provider?

- No Yes

13... The name, title, address and telephone number of the person to whom correspondence or communication regarding customer complaints or inquiries are to be addressed.

Name

Title

Address

City

State

Zip Code

Telephone Number

FAX Number
(If available)

E-Mail Address
(If available)

**14. Name and Address of Agent for Service of Process:
(Must Be Located In California) (See Corporations Code Sections 1505, 15800, 17057, 17060)**

Name: _____

Street Address: _____

City and State: _____ Zip

Code: _____

15. Disclosures

a. Has the registrant, or any of the general partners, or corporate officers or directors, or limited liability company members, managers, and officers, ever been convicted of any felony?

No Yes If yes, please explain on additional page.

b. Within the last ten years, have any of these persons had any civil, criminal, or regulatory sanctions imposed against them pursuant to any state or federal consumer protection law or regulation?

No Yes If yes, please explain on additional page.

NOTICE

Each DRP registered with the California Public Utilities Commission (CPUC) should be familiar with all the laws and decisions pertaining to the offering of electrical services to customers in California. This notice mentions some of the provisions that the DRP must abide by.

For DRPs serving residential and small commercial customers, to be issued an DRP Registration number, you are required to provide the CPUC with a cash (cashier's check) security deposit in the minimum amount of \$25,000 or post a financial guarantee bond in favor of the CPUC in that amount. This deposit must be received by the CPUC before your DRP registration will be considered complete. The deposit or financial guarantee bond shall be delivered to the Energy Division address listed on the first page of this form. In the alternative, the DRP may elect to open a customer trust account in a format approved by the CPUC's General Counsel. Pending such an approval, the DRP must post the cash deposit or the financial guarantee bond. This deposit requirement is subject to change.

Unless you are a DRP that has been authorized by the California Independent System Operator to act as a scheduling coordinator, each registered DRP is required to submit to the Energy Division a copy of all of its scheduling coordinator agreements. The agreements are to be submitted on or before the date when the DRP signs up its first customer.

Each registered DRP serving residential or small commercial customers is required to submit annual filings containing information regarding its standard service plans. This information is to be submitted on the form adopted by the CPUC. (D.11-xx-xxx.)

For the purposes of this form, the following definition of an "affiliate" applies:

"Affiliate" means any legal entity in which five percent or more of the outstanding shares are owned, controlled, or held with power to vote, directly or indirectly either by the ESP or any of its subsidiaries; or by the ESP's controlling entity or any of its subsidiaries; or by any company in which the ESP, its controlling entity, or any of the ESP's affiliates, exert substantial control over the operation of the company or indirectly have substantial financial interests in the company which is exercised through means other than ownership. For purpose of this definition, "substantial control" include, but is not limited to, the possession, directly or indirectly and whether acting alone or in conjunction with others, of the authority to direct or cause the direction of the management or policies of the company. A direct or indirect voting interest of five percent or more by the ESP in an entity's company creates a rebuttable presumption of control.

Any material change in the information required by this form shall be provided to the CPUC within 60 days, except for any change in the DRP's telephone number or address, which shall be reported within five days of such a change.

Submit the original signed form together with all required documents, and three additional copies.

DECLARATION

If this registration form is verified outside of California, the verification must be made by an affidavit sworn or affirmed before a notary public.)

I, (print name and title) _____ hereby certify that I am empowered to act on behalf of _____ (registrant's name) and to make this application on its behalf. I declare under the penalty of perjury under the laws of the State of California that I have read the above notice, that the above statements and information submitted in connection with this application are true and correct, and that any documents furnished in connection with this application are true and correct copies.

Dated this _____, at _____
(date) (place of execution)

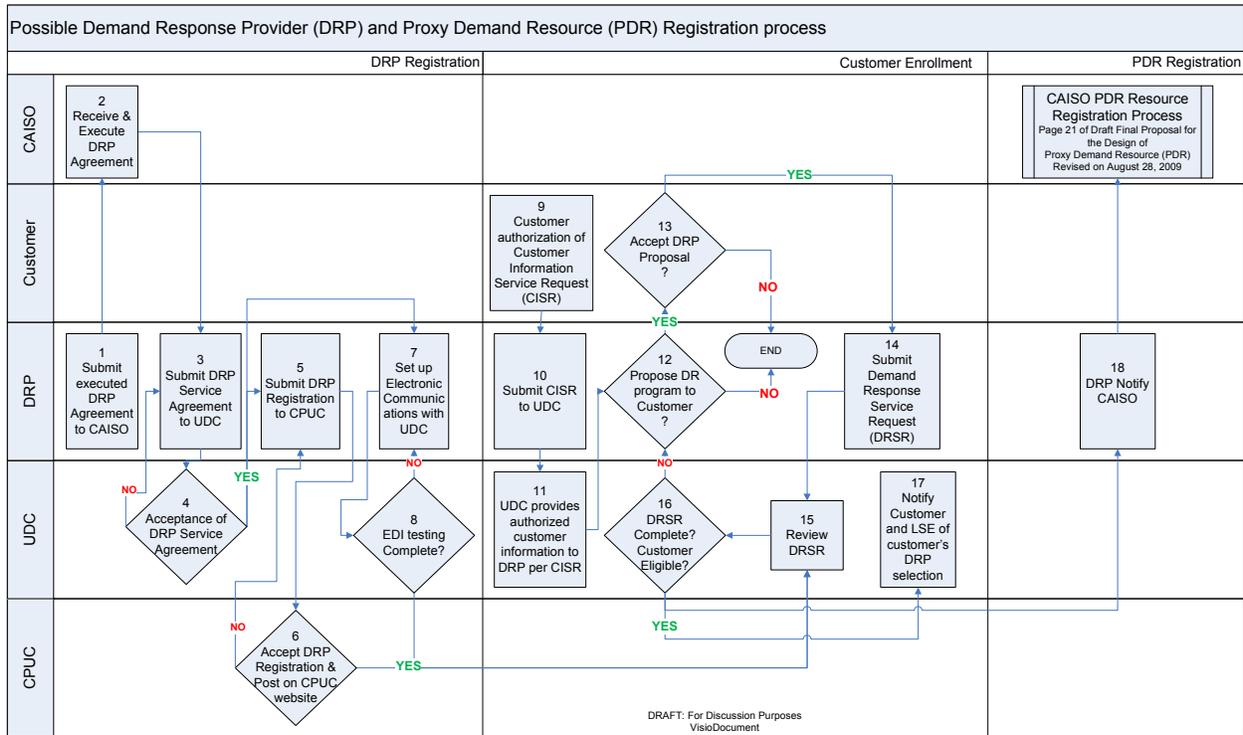
Signature: _____

Appendix D

**Chart Illustrating The Proposed Registration And Information Flow Process For
Direct Participation**

Overview and Scope

The following proposed process outlines possible steps for Demand Response Provider (DRP) registration to act as a DRP in California, customer selection of their DRP service provider and registration of Proxy Demand Resource (PDR) or Reliability Demand Response Program (RDRP) resources with the California Independent System Operator (CAISO). This draft process will be reviewed and refined during the California Public Utility Commission (CPUC) Demand Response (DRP) Order Instituting Ratemaking (OIR) Phase IV Part 2 workshops for Direct Participation.



DRP Registration

- 1) DRP: Submit executed DRP Agreement to CAISO: <http://www.aiso.com/27db/27dbc85442a20.pdf>
- 2) CAISO: Receive & Execute DRP Agreement
- 3) DRP: Submit DRP Service Agreement to Utility Distribution Company (UDC)

Draft currently being reviewed in DR OIR Phase IV workshops

- 4) UDC: Acceptance of DRP Service Agreement

DRP Service Agreement currently under review in CPUC DR OIR Phase IV workshops

- 5) DRP: Submit DRP Registration to CPUC
 - a) Reference current process for registering as an Electric Service Provider (ESP):
<http://www.cpuc.ca.gov/PUC/energy/Retail+Electric+Markets+and+Finance/Electric+Markets/ESPs/RnR/>

Demand Response Provider (DRP) and Proxy Demand Resource (PDR) Registration Process

- b) Criteria may include:
 - i) verification of completion of DRP Agreement with CAISO
 - ii) verification of completion of DRP Service Agreement with UDC
 - iii) other criteria?
- 6) CPUC: Acceptance of applicable DRP Registration for entities serving either small or larger customers including:
 - a) verification of completion of DRP Agreement with CAISO
 - b) verification of completion of DRP Service Agreement with UDC
 - c) verify other criteria (TBD)
 - d) possible rejection criteria to be determined
 - e) add DRP to list of registered DRPs on CPUC website
- 7) DRP: Set up Electronic Communications with UDC
 - a) Reference Direct Access (DA) Electric Services Provider (ESP) Handbook¹ documentation which can be adapted to meet DRP criteria and requirements:
 - i) Setting Up Electronic Communications with UDC:
http://asset.sce.com/Documents/Business%20-%20Doing%20Business%20with%20SCE/Chapter_04_40.pdf
 - ii) Compliance Testing: http://asset.sce.com/Documents/Business%20-%20Doing%20Business%20with%20SCE/Chapter_14_40.pdf
 - iii) Data Exchange Guides and Tools — Electronic data exchange information:
<http://www.sce.com/b-db/esp/esp-data-exchange-guides.htm>
- 8) UDC: EDI testing complete?
 - a) Yes – DRP can submit DRSR after CPUC registration is complete
 - b) No – Return to 7

NOTE: An alternative is to re-order the steps above as follows:

- 1) DRP: Submit DRP Registration to CPUC
- 2) CPUC: Acceptance of DRP Registration
- 3) DRP: Submit DRP Service Agreement to UDC
- 4) UDC: Acceptance of DRP Service Agreement
- 5) DRP: Submit executed DRP Agreement to CAISO
- 6) CAISO: Receive & Execute DRP Agreement
- 7) DRP: Set up Electronic Communications with UDC
- 8) UDC: Electronic Data Interchange (EDI) testing complete?

Customer Enrollment with DRP

- 9) Customer: Authorization of Customer Information Service Request (CISR)
 - a) DRP provides CISR to customer for their authorization

¹ SCE Direct Access Electric Service Provider Handbook: <http://www.sce.com/b-db/esp/esp-direct-access-kit.htm>

Demand Response Provider (DRP) and Proxy Demand Resource (PDR) Registration Process

- i) CISR-S Forms (PDF): http://asset.sce.com/Documents/Business%20-%20Doing%20Business%20with%20SCE/100715_Form14_796_CISRv2.pdf
 - ii) CISR-S Instructions (PDF): http://asset.sce.com/Documents/Business%20-%20Doing%20Business%20with%20SCE/090730_CISR_Form.pdf
 - iii) CISR data may need to expand to include identification of customer's Pricing Node (PNode) and Sub Load Aggregation Point (SLAP) in order for DRP to participate in CAISO Locational Marginal Pricing (LMP), or a new form may be developed to obtain that information related to LMP.
- 10) DRP: Submit CISR to UDC
- 11) UDC: Provide authorized customer information to DRP per CISR
This information may contain Pricing Node, and SLAP information pending a CISR change or may require a separate form to be filed in order to obtain LMP specific customer information.
- 12) DRP: Propose program to customer?
- a) Analyze customer data
 - b) Propose program to customer?
 - i) Yes – Proceed to 13
 - ii) No - End
- 13) Customer: Accept DRP proposal?
- a) Yes – Proceed to 14
 - b) No – End or negotiate with DRP
- 14) DRP: Submit Demand Response Service Request (DRSR) to UDC
- a) DRSR will identify the DRP that the customer selected as their DR service provider and trigger verification of customer eligibility and equipment requirements
 - b) Reference Direct Access Service Request (DASR) which can be adapted for DRSR requirements
 - i) The Direct Access Service Request — An Overview :
http://asset.sce.com/Documents/Business%20-%20Doing%20Business%20with%20SCE/Chapter_05_40.pdf
 - ii) The Direct Access Service Request — Completing the DASR:
http://asset.sce.com/Documents/Business%20-%20Doing%20Business%20with%20SCE/Chapter_06_40.pdf
- 15) UDC: Review DRSR
- a) Verify that customer information is correct and the form is complete within allowed review period specified in Rule 24
 - i) Yes – continue to 14.b.
 - ii) No – return to DRP to make corrections (return to 13)
 - b) Notify customer that a DRSR has been submitted on their behalf
 - i) Customer has option to decline DRSR.
 - c) If customer already has a DRP, notify existing DRP of DRSR request to switch DRPs
 - i) Existing DRP may have existing contract restricting customer's ability to change DRP. If so, the existing DRP can contest the DRSR.
 - d) Verify that customer metering is appropriate for proposed DRP program
 - i) Appropriate interval metering installed (1 hr., 15 min, 5 min, telemetry)?

Demand Response Provider (DRP) and Proxy Demand Resource (PDR) Registration Process

- e) RDP registered with CPUC?
- 16) UDC: DRSR requirements complete? Customer Eligible?
 - a) Yes
 - i) Record customer's selection of DRP
 - ii) proceed to 17 and 18
 - b) No – Return to 12
 - i) DRP can resubmit DRSR after resolving
 - (1) Customer declining DRSR after notification
 - (2) metering issue
 - (a) If no interval meter, DRP and customer to determine whether to wait for Smart Meter or request early installation
 - (b) If existing interval meter not appropriate for desired PDR (i.e. 1 hr. interval for an Ancillary Service or Real Time Energy PDR), determine whether meter should be upgraded
 - (c) If telemetry is required, DRP installs telemetry per CAISO requirements
 - (3) existing DRP contract issue
 - (a) Existing contract persists unless existing DRP or customer releases agreement and DRP modifies existing PDR registration
- 17) UDC: Notify Customer, DRP and LSE of their customer's DRP selection
- 18) DRP: Enroll PDR

PDR Registration with CAISO

CAISO PDR Resource Registration Process {Page 21 of Draft Final Proposal for the Design of Proxy Demand Resource (PDR) Revised on August 28, 2009} <http://www.caiso.com/241d/241da56c5950.pdf>

Ongoing support of DRP operations

Additional processes will need to be developed for ongoing support of DRP operations

Additional reference materials developed for Electric Service Providers participating in Direct Access that can be adapted for DRPs and Direct Participation and may be useful to DRPs considering engaging in CAISO wholesale DR products

- Business to Business processes
 - A Guide to Conducting Business with Southern California Edison under Direct Access: http://asset.sce.com/Documents/Business%20-%20Doing%20Business%20with%20SCE/Chapter_01v4_100501.pdf
 - Credit Policies for ESPs in Direct Access: http://asset.sce.com/Documents/Business%20-%20Doing%20Business%20with%20SCE/Chapter_10_40.pdf

Demand Response Provider (DRP) and Proxy Demand Resource (PDR) Registration Process

- Resolving Disputes: http://asset.sce.com/Documents/Business%20-%20Doing%20Business%20with%20SCE/Chapter_13_40.pdf
- Metering and usage
 - Metering under Direct Access: http://asset.sce.com/Documents/Business%20-%20Doing%20Business%20with%20SCE/Chapter_07_40.pdf
 - Obtaining Consumer Usage and Metering Information: http://asset.sce.com/Documents/Business%20-%20Doing%20Business%20with%20SCE/Chapter_15_40.pdf
 - Usage Data Reconciliation: http://asset.sce.com/Documents/Business%20-%20Doing%20Business%20with%20SCE/Chapter_17_40.pdf
 - Direct Access Standards for Metering and Meter Data (DASMMMD): <http://asset.sce.com/Documents/Business%20-%20Doing%20Business%20with%20SCE/DirectAccessStandardsforMetering199903.pdf>
 - Meter Reading Schedules — Schedules are available for the years 2002 to 2011: <http://www.sce.com/b-db/esp/meter-reading.htm>
- Service Fees – each fee will need to be assessed for applicability to DRPs and additional fees may need to be established for new DRP business requirements
 - Schedule ESP-DSF: Electric Service Provider - Discretionary Service Fees: <http://www.sce.com/NR/sc3/tm2/pdf/ce151-12.pdf>
 - Schedule ESP-NDSF: Electric Service Provider - Non Discretionary Service Fees: <http://www.sce.com/NR/sc3/tm2/pdf/ce159-12.pdf>
 - Schedule CCA-SF: <http://www.sce.com/NR/sc3/tm2/pdf/ce277.pdf>
 - Schedule CCA-INFO: <http://www.sce.com/NR/sc3/tm2/pdf/CE274.pdf>
 - Schedule CC-DSF: <http://www.sce.com/NR/sc3/tm2/pdf/ce150-12.pdf>