



Electric Sample Form No. 79-966
Agreement for Schedule E-OBMC

Sheet 1

**Please Refer to Attached
Sample Form**



AGREEMENT FOR SCHEDULE E-OBMC

DISTRIBUTION

- Customer
- Division
- Customer Acct
- Electric Supply
- _____

REFERENCES

- SA#: _____
- Premises #: _____
- Acct Rep: _____
- Rep Ph.#: _____
- Circuit # _____

_____, a(n) _____ (Applicant), and Pacific Gas and Electric Company, a California Corporation (the Company), hereby agree to the following supplemental terms and conditions:

1. **RATE SCHEDULE:** Applicant must qualify for and receive service to Applicant's premises under an applicable PG&E Rate Schedule. Additionally, Applicant is subject to the provisions of Schedule E-OBMC, which is attached hereto and made a part hereof as Attachment A and any other applicable Company Electric Rate Schedule(s).
2. **PLAN OPERATION:** Applicant agrees to operate its Optional Binding Mandatory Curtailment (OBMC) Plan upon each and every notice from the Company for the entire duration of the Rotating Outage (RO).
3. **APPLICANT RESPONSIBILITIES:** Upon notice from the Company, Applicant is responsible to reduce its load such that the load on the entire circuit or dedicated substation serving the Applicant is at or below the required Maximum Load Level (MLL). Load reductions must be achieved as quickly as possible but no later than 15 minutes after the Applicant receives notification from PG&E. If Applicant's OBMC Plan is submitted for a group of customers on a particular circuit, Applicant is the lead customer for the OBMC Plan and shall guarantee the load reductions required to reach the MLLs and pay for all non-compliance penalties. Applicant is responsible to work and coordinate with the non-lead customer(s) on its circuit and represent the non-lead customers for the purposes of the OBMC Plan.
4. **PARTICIPATION IN OTHER PG&E DEMAND RESPONSE PROGRAMS:** Applicant may participate in another demand response program as specified in Schedule E-OBMC.
5. **OBMC PLAN NOT A GUARANTEE:** An OBMC Plan is not a guarantee against Applicant being subject to a rotating outage. Daily and emergency switching may cause the circuit to become subject to rotating outages. Applicant may not receive advance notice from the Company of such a rotating outage. Additionally, an OBMC Plan is applicable only to electrical emergencies requiring a rotating outage and it does not prevent Applicant from being subject to outages caused by other load shedding schemes.

PG&E will make reasonable efforts to notify Applicant of circuit changes other than short-term or emergency circuit changes.

Pursuant to Electric Rule 14, the Company does not guarantee continuity or sufficiency of supply and will not be liable for interruption or shortage or insufficiency of supply.

6. **CIRCUIT AGGREGATION:** Applicant may aggregate the load of two circuits for the purposes of participating in the OBMC program if Applicant has a single tax payer identification number and provided: (a) Applicant is the lead customer for both circuits; (b) Applicant has the ability to achieve required load reductions on the total load for the circuits; (c) Applicant agrees to achieve required load reductions on individual circuits subject to the aggregation as required by PG&E or the CAISO in response to geographic area constraints; and (d) Applicant commits that it has not, and will not, receive any payment from any customer on any OBMC circuit for any action related to the OBMC program. All provisions of this agreement and Schedule E-OBMC applicable to individual OBMC plans shall apply to the aggregated OBMC plan.
7. **ANNUAL REVIEW:** Applicant must update the OBMC Plan by March 15 of each year and confirm with the Company any changes to the previous version. Should Applicant fail to update the OBMC Plan by March 15 this agreement will be terminated.

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

8. **PARTICIPATION IN OBMC PLAN:** The Applicant's OBMC Plan may become invalid over time due to circuit rearrangements or load additions, which result in the MLLs becoming unachievable. Therefore, the Applicant is not guaranteed the ability to participate in an OBMC Plan.
9. **APPLICANT INFORMATION:** Applicant's OBMC Plan must include the minimum information contained in the OBMC Plan Template, which is attached hereto as Appendix A. Applicant's OBMC plan must include the Applicant's name, PG&E account number, electric rate schedule, service address, mailing address, and contact information including contact name, e-mail address, and alphanumeric pager and facsimile numbers. Applicant's OBMC Plan must also include non-lead customer information including name(s), PG&E account number(s), service address(es), mailing address(es) and contact information.

The Applicant's OBMC Plan shall include Applicant's load reduction plan that has been reviewed and approved by the Company. The load reduction plan shall indicate the specific quantifiable measures to be used by the Applicant and non-lead customers to reduce load to or below each MLL. The load reduction plan must include the load reduction measures to be utilized during different time periods of the year to achieve the required load reductions when seasonal load profile changes occur. Applicant is responsible for preparing and maintaining the load reduction plan.

10. **BASELINE LOAD:** The baseline load for the dedicated substation or PG&E circuit that provides service to the customer(s) is equal to the average recorded hourly usage amount (if available) for the same hours as the OBMC operation hours on the immediate past ten (10) similar days, either business days or weekends and holidays, excluding days when the customer was paid to reduce load under another PG&E demand response program and days when the OBMC program operated. See Schedule E-OBMC for further details. Each calendar year the Applicant may exclude the following periods from the 10-day baseline: (a) a period of 15 calendar days designated in advance both for ramp-up and ramp-down of operations during which period the baseline will be the hourly average circuit load for the most recent prior day; (b) up to 10 days as determined by the Applicant and designated in advance to accommodate conditions in the Applicant's operations that affect the 10-day baseline; and (c) up to two days as determined by the Applicant where unplanned outages or other events cause the circuit load to deviate substantially from normal conditions. The Applicant shall provide a minimum of 10 calendar days prior notice to PG&E when exercising option (a); a minimum of 7 calendar days prior notice to PG&E when exercising option (b); and notice to PG&E within one calendar day after the outage or event when exercising option (c). Applicant requests for the above exclusions must be received by PG&E in written or email format within the specified time frames or the requested exclusion will not be allowed. If Applicant requests an operation ramp-up period under option (a) above Applicant must also specify a commensurate operation ramp-down period occurring within one year of the ramp-up period. The 10-day baseline following the ramp-down period must be reduced a minimum of 25% from the 10-day baseline immediately prior to the ramp-down period. If Applicant fails to achieve a 25% reduction in the 10-day baseline following a ramp-down period Applicant will not be allowed future operation ramp-up periods for two years following the ramp-up period.
11. **MAXIMUM LOAD LEVELS:** Maximum Load Levels (MLLs) are established by the Company corresponding to each of the 5, 10, and 15 percent load reduction levels.

The MLL for the 5 percent load reduction is equal to the product of the baseline times 0.95.
The MLL for the 10 percent load reduction is equal to the product of the baseline times 0.90.
The MLL for the 15 percent load reduction is equal to the product of the baseline times 0.85.

12. **MEASURING EQUIPMENT TO VERIFY COMPLIANCE:** Where the Applicant is on a dedicated circuit, compliance shall be determined from a telephone accessible electric revenue interval meter. Direct Access Applicants are required to allow the Company telephone access to its electric revenue meter for the purposes of determining OBMC operation compliance. Where the existing

meter is non-interval or is not compatible with the Company's current telephone based meter reading systems, the customer is required to pay for the installation of an interval meter or other required equipment. For bundled service applicants, or direct access applicants who elect to have the Company install the equipment, Electric Rule 2 shall apply. Where a meter is not currently being read via telephone, the Applicant shall coordinate and pay for the installation, and pay all ongoing costs of such necessary telephone equipment and service. The OBMC Plan shall not be approved by the Company until such metering has been installed and the data is able to be collected via telephone or until the Company is able to access the customer-owned meter.

Where the Applicant is served from a PG&E or Applicant owned substation, or is not on a dedicated circuit, or if the OBMC Plan includes a group of customers, compliance for the circuit or dedicated substation shall be determined from electronic recording equipment located in the PG&E substation. Where the circuit does not have electronic recording equipment to monitor its loads, the Applicant shall pay for the installation of the equipment as Special Facilities pursuant to Electric Rule 2. The OBMC Plan shall not be approved by the Company until such electronic recording equipment has been installed, made operational and the recorded load data accessible via telephone.

13. **FAILURE TO COMPLY AND NON-COMPLIANCE PENALTIES:** Failure to meet the MLLs established by an OBMC Plan within 15 minutes of notification by the Company shall result in a non-compliance penalty for the Applicant. The non-compliance penalty shall be equal to \$6.00 per KWH times the average total load on the applicable circuit less the required MLL, as measured during each half-hour of the RO. Failure to pay these penalties may result in termination of electric service pursuant to Electric Rule 11. The Company shall, without liability, terminate any OBMC Plan immediately for failure to reduce circuit load levels to within five (5) percent of the required load reduction for the entire duration of the RO for a second time during a twelve (12) month period. Such termination shall occur if the Applicant and non-lead customers bound by the OBMC Plan have not met or are unable to meet the load relief criteria specified therein. If an OBMC Plan is terminated for non-compliance, participants in the plan shall not be permitted to participate in an OBMC Plan for a period of five (5) years from the date of termination.
14. **TERM OF AGREEMENT AND TERMINATION OF AGREEMENT:** This OBMC Agreement shall have an initial term of one (1) year but may be extended from year to year, after annual review, with the written approval of the Company. The annual term shall commence upon the effective start date specified in the Company approval letter.

Except as specified in Section 13 above, the Applicant or the Company may terminate the OBMC Plan upon thirty (30) days' written notice prior to the end of the agreement term. If the Applicant or the Company terminates the OBMC Plan, the Applicant shall not be party to a subsequent OBMC Plan for a period of at least twelve (12) months. Upon termination, regardless of the cause, the circuit will be assigned a Rotating Outage Block (ROB), which may or may not be the same as when the OBMC Plan was initiated.

15. **INSTALLATION OF FACILITIES:** Applicant hereby grants to the Company permission to furnish, install, operate and maintain upon the property of Applicant, such facilities as the Company deems necessary for its performance under this Agreement including any work incident to rendering service under this Agreement. All facilities installed pursuant to this license shall be and remain the property of the Company. This license shall expire coincident with the expiration or termination of this Agreement and the Company shall have a reasonable period of time to remove facilities installed pursuant to this Agreement and license.
16. **INDEMNIFICATION:** The Applicant shall indemnify and hold harmless the Company against any and all claims or liabilities for losses, expenses, damage to property, injury to or death of any person or any other liability incurred by the Company, including reasonable expenses, legal and otherwise, caused wholly or in part by modifications to the OBMC program, circuit configuration, circuit loading, or operational conditions associated with rotating outages or other circuit outages or interruptions.



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This indemnification shall only be inapplicable where the loss, damage, injury, or expense arises out of the sole negligence or willful misconduct of the Company.

- 17. **ASSIGNMENT:** Applicant may assign this Agreement only if the Company consents in writing and only if the party to whom the Agreement is assigned is otherwise eligible to take service under Schedule OBMC and agrees in writing to perform the obligations of Applicant hereunder and to be bound by this Agreement in all respects.
- 18. **COMMISSION JURISDICTION:** This Agreement shall be subject to all of the Company's tariff schedules on file with and authorized by the California Public Utilities Commission (Commission) and shall at all times be subject to such changes or modifications as the Commission may direct from time to time in the exercise of its jurisdiction.

Executed this ____ day of _____, 20__.

PACIFIC GAS AND ELECTRIC COMPANY

(Applicant)

(Signature)

(Type/Print Name)

(Title)

(Date)

(Signature)

(Type/Print Name)

(Title)

(Date)

Attachment A: Schedule E-OBMC - Optional Binding Mandatory Curtailment Plan

Appendix A: Optional Binding Mandatory Curtailment Plan Template



AGREEMENT FOR SCHEDULE E-OBMC Appendix A

Appendix A

Agreement for Schedule OBMC

Optional Binding Mandatory Curtailment Plan Template

1. LEAD CUSTOMER INFORMATION:

- Name of customer: _____
- PG&E Account Number: _____
- Electric rate schedule: _____
- Service address: _____
- Mailing address: _____
- E-mail address: _____
- Contact information (Note: contact must have backup coverage plans to ensure continuous ability to be contacted at the numbers listed below):
 - Name of primary contact: _____
 - Primary contact telephone number: _____
 - Alpha-numeric pager address: _____
 - Facsimile number: _____
 - Name of secondary contact: _____
 - Secondary contact telephone number: _____
 - Alpha-numeric pager address: _____

2. NON-LEAD CUSTOMER INFORMATION (if applicable):

- Name of customer no. 2: _____
- PG&E Account Number: _____
- Service address: _____
- Mailing address: _____
- E-mail address: _____
- Contact information:
 - Telephone number: _____
 - Alpha-numeric pager address: _____
 - Facsimile number: _____
- Name of customer no. 3: _____
- PG&E Account Number: _____
- Service address: _____
- Mailing address: _____
- E-mail address: _____
- Contact information:
 - Telephone number: _____
 - Facsimile number: _____

AGREEMENT FOR SCHEDULE E-OBMC Appendix A

Appendix A (Continued)

3. CUSTOMER LOAD REDUCTION PLAN:

List the specific quantifiable measures to be used to reduce load to or below each MLL during the specified season, time of year, production cycle, etc.: _____

MLL	Curtailment Measures:	Load Reduction Achievable for each Curtailment Measure, MW
5%		
10%		
15%		

List the specific quantifiable measures to be used to reduce load to or below each MLL during the specified season, time of year, production cycle, etc.: _____

MLL	Curtailment Measures:	Load Reduction Achievable for each Curtailment Measure, MW
5%		
10%		
15%		

4. Specify the metering equipment (e.g. telephone accessible PG&E interval meter) that will be used to verify load reductions: _____