



**ELECTRIC SCHEDULE E-CBP
CAPACITY BIDDING PROGRAM**

Sheet 1

APPLICABILITY: The Capacity Bidding Program (CBP) is a voluntary demand response program that offers third party Aggregators and non-residential self-aggregators incentives for standing by to reduce energy consumption when requested by PG&E, and for actual energy reductions delivered when called upon. CBP is integrated into the California Independent System Operators (CAISO) as a Proxy Demand Resource (PDR). The PDR models the physical characteristics of a resource supplied to the CAISO and is the basis for bidding, awards, dispatch, outages, and settlements. CBP PDRs must comply with the current CAISO Tariff requirements on market participation.

Schedule E CBP is available to PG&E customers receiving bundled service, Community Choice Aggregation (CCA) service, or Direct Access (DA) service and being billed on a PG&E residential, commercial, industrial, or agricultural electric rate schedule. An eligible customer must continue to take service under the provisions of its otherwise applicable schedule (OAS).

Aggregators participating in Schedule E-CBP must comply with the terms of this schedule and associated agreements.

TERRITORY: This schedule is available throughout PG&E's electric service area.

SUBSCRIPTION LIMIT: PG&E reserves the right to limit the subscription amount available to participate in Schedule E-CBP, consistent with Commission guidelines.

ELIGIBILITY: Schedule E-CBP is a Day-Ahead program. An Aggregator with multiple Service Agreements (SAs) may nominate demand reductions for all or a subset of those (SAs) during a single program month. PG&E Customer SA identification is different from the PG&E account number. The SA documents the billing arrangement that includes the rate schedule, billing days, metering information and factors to calculate the energy charges.

Customers that receive electric power from third parties (other than through DA and CCA) and customers billed for full standby service are not eligible for Schedule E-CBP. Eligible customers include those receiving partial standby service or services pursuant to one or more of the Net Energy Metering Service schedules except NEMCCSF.

A non-residential customer may enroll under this Schedule through an Aggregator or may qualify to self-aggregate. A residential customer may only enroll under this Schedule through an Aggregator. An Aggregator is an entity, appointed by a customer, to act on behalf of said customer with respect to all aspects of this Schedule, including but not limited to: (1) the receipt of notices from PG&E under this schedule; (2) the receipt of incentive payments from PG&E; (3) the payment of penalties to PG&E. An Aggregator determines which SAs within their portfolio will be nominated for dispatch.

Residential and non-residential customers that are enrolled in a Third Party Demand Response Provider (DRP) program are not eligible to participate in E-CBP. A non-residential customer on this Schedule may participate in PG&E's E-OBMC program. A residential customer may not participate in any other demand response program. PG&E, acting as a DRP, must be able to register customers' SA who are participating under this Schedule into the CAISO Demand Response Registration System (DRRS), which requires Load Serving Entity (LSE) approval. If PG&E is unable to register the customer's SA and/or the customer's LSE does not allow the customer's SA to be registered, then the customer will be ineligible to participate under this Schedule. Customers in E-CBP may participate in the Emergency Load Reduction Program (ELRP) through their Aggregator as of May 2021 until the pilot ends.

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Effective January 1, 2019, Schedule E-CBP customers will not be eligible to receive demand response incentives for using a prohibited resource to reduce load during a demand response event, as provided in the Section on the Use of Prohibited Resources within this tariff.

(Continued)

<i>Advice</i>	6160-E	<i>Issued by</i>	<i>Submitted</i>	April 14, 2021
<i>Decision</i>	D. 21-03-056	Robert S. Kenney	<i>Effective</i>	April 14, 2021
		<i>Vice President, Regulatory Affairs</i>	<i>Resolution</i>	



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Sheet 3

OPTIONS PRODUCTS
AND BIDDING: (Cont'd.)

Elect Option	Minimum Duration per Event	Maximum Duration per Event	Maximum Event Hours Per Operating Month	Maximum Events Per Day	Maximum Number of Consecutive Event Days	Maximum Number of Events per Month
1-4 Hour	1 hour	4 hours	30+ (Participant can choose more hours during the Operating Hours)	1	3+ (Participant may choose more)	6+ (Participant may choose more)

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Bidding Options:

Elect:

- Aggregators must bid every hour during the program Operating Hours
- Aggregators must submit their bids 3 days before trade day
- Bids must meet the Net Benefit Test (NBT) \leq Bid Price \leq \$650/MWh*
- CAISO is required to implement a NBT that establishes a price threshold above which DR resource bids are deemed cost effective.

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(*) D.21-12-015 implemented a price bid cap of \$650/MWh for years 2022 and 2023.

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Sheet 4

**AGGREGATOR'S
PORTFOLIO:**

To add or delete a customer's SAs to or from an Aggregator's portfolio, the Aggregator can submit a Notice to Add or Delete Customers Participating in the Capacity Bidding Program (Form 79-1075), or utilize a PG&E approved electronic enrollment process. PG&E will review and approve each SA before the SA can be included or deleted in an Aggregator's portfolio. Additions to the portfolio will be effective upon PG&E's approval date. Requests for deletions from the portfolio will be effective upon the date indicated on the Delete form or via the electronic de-enrollment process, or upon the first date in which the SA ID is not actively nominated, whichever occurs first. An SA can be included in only one DR program portfolio at a time.

PG&E will assign each CBP customer SA to a CAISO Sub-Load Aggregation Point (Sub-LAP). A CAISO Sub-LAP may change over time. PG&E will provide notice of the Sub-LAP change to the current Aggregator. The effective date of the change will occur at the end of a calendar month.

To initiate the process to be removed from participation under this Schedule, customers can submit an Election To Withdraw (Form 79-1149). Customers electing this option may not join another PG&E Aggregator program, which includes this Schedule and the Base Interruptible Program Schedule (E-BIP) for the remainder of the DR Season (i.e. the calendar months of May through October).

The Election To Withdraw from the program under this schedule shall be effective and binding upon the date indicated on the Election To Withdraw form or upon the first date in which the SA ID is not actively nominated, whichever occurs first. If PG&E receives the form after the fifteenth (15th) calendar day of the month, then customer's withdrawal from this program will be effective the following month. PG&E shall notify the customer's current Aggregator of the customer's election once the form has been received and validated. The notice shall include the effective date of withdrawal.

**CUSTOMER
SPECIFIC
ENERGY
BASELINE:**

To participate under this schedule, a customer must have a valid customer specific energy baseline (CSEB) at least 5 calendar days prior to the first day of the operating month.

CSEB will be valid for purposes of participation if there are at least ten (10) similar days of interval data available in PG&E's system.

Each Capacity Nomination will have its own CSEB based on the aggregated CSEBs of each customer within the nomination. The CSEB on any given day during the program is the sum total of each individual SA's baseline in the nomination. Residential Aggregators have the option to select a 5-in-10 baseline. Non-residential customers will be evaluated with a 10-in-10 baseline. Each individual SA baseline is the average load for each corresponding hour over the immediate past five (5) or ten (10) similar weekdays prior to an event, depending on the baseline option assigned, with the option of a day-of adjustment. The load during each corresponding hour of the ten days will be averaged to calculate a baseline for each hour. Similar days will include Monday through Friday, excluding NERC holidays and days prior to the event in which the customer was: 1) subject to a CBP event; 2) subject to an outage; 3) subject to an Optional Binding (OBMC) event, or 4) was interrupted.

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CUSTOMER
SPECIFIC
ENERGY
BASELINE:
(Cont'd.)

The day-of adjustment is the ratio of a) the average load of the first three of the four hours prior to the event to b) the average load of the corresponding hours from the past 10 similar weekdays, as discussed above. The day-of adjustment will be limited to +/- 40% of each individual SA baseline in the group, and will be based on the first three of the four hours prior to the start of the event. The day-of adjustment is applied by multiplying it by each hourly baseline value. The Aggregator must elect or opt-in to receive this adjustment on behalf of the customer. The Aggregator is responsible for determining the applicable baseline day-of adjustment amount at the time of a nomination. PG&E will only be responsible for determining the applicable baseline day-of adjustment following each event for the purpose of evaluating customer compliance. If more than one event (either within the same or across multiple programs) occurs on the same day, the day-of adjustment from the event with the earliest start time will be used for the individual SA's events that day requiring a day-of adjustment.

The hourly load profile on any given day during the program is determined by summing the hour by hour interval data for each of the SAs in the aggregated group.

CAPACITY
NOMINATIONS:

Capacity Nominations must be submitted by the 15th of the month prior to the operating month. Aggregators can include only those SAs that are enrolled in their portfolio. Aggregators are required to specify which of its SAs will participate in which of the program options (i.e. Elect), and event duration products (e.g. 1-4 hour), and must provide their Capacity Nomination amount at the Sub-LAP level. These Sub-LAP-level nominations will be used to determine the CSEB and performance during the operating month. The Capacity Nomination cannot be greater than the sum of max demand of the nominated SAs. All Capacity Nominations are fixed for their associated operating months, but capacity nominated may differ between weekdays and weekends. (T)

Resource aggregations of 10 MW and above require telemetry. Aggregators with resource aggregations over 10 MW and above are responsible for coordinating with the CAISO and pay any applicable cost and fees to meet the telemetry requirements.

Alternatively, a larger than 10 MW resource aggregation may be nominated as several sub-10 MW resources to avoid telemetry requirements but still retain performance as one resource.

An Aggregator must submit aggregations of customers that include 100 kW or more of load curtailment for each unique combination of: (T)

Product
Sub-LAP

Due to the CAISO requirement that a PDR resource consist of 100 kW or greater, if a nomination is less than 100 kW, the nomination(s) will not be eligible for bidding, and PG&E will notify all impacted Aggregators no later than the 20th of the month prior to the operating month. (T)

Aggregators can combine non-residential and residential customers' SAs in their Capacity Nominations.

(Continued)

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**ELECTRIC SCHEDULE E-CBP
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Sheet 6

RATES: The payments under this rate schedule will be determined from the following components.

1. Capacity Price
2. Capacity Payment and Capacity Penalty
3. Energy Payment

CAPACITY PRICE: Capacity Price by Month

Product	May	June	July	August	September	October
Elect	\$5.64/kW	\$6.44/kW	\$17.67/kW	\$23.82/kW	\$14.92/kW	\$7.79/kW

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CAPACITY PAYMENT AND CAPACITY PENALTY: All Capacity Payments will be determined for each Capacity Nomination as specified below. The Aggregator will receive Capacity Payments and Capacity Penalties for Bundled, DA, CCA service customers.

Capacity payments for weekend nominations are determined separate from weekdays, and will be based on 25% of the capacity incentive (rate) for the applicable month and capacity nomination on weekends, regardless of number of events or event-performance.

If a CBP Event was not called for a Capacity Nomination during the operating month, then the Capacity Payment for the operating month is equal to the product of Nominated Capacity (adjusted for the sum of the Prohibited Resource Default Adjustment Values) and Capacity Price for the applicable operating month, option, and product.

If one or more CBP Events were called for a Capacity Nomination during the operating month, then the Capacity Payment for the weekdays in the operating month will be determined for each called Capacity Nomination as follows:

- 1) The Hourly Delivered Capacity for the event hour is equal to the sum of the baselines for each individual SA in the Capacity Nominations called for the event hour minus the sum of the event demands for each individual SA in the Capacity Nominations called for the event hour. The event demand is defined as the energy consumed during the event plus the Prohibited Resource Default Adjustment Value.
- 2) The Hourly Delivered Capacity Ratio for the event hour is the sum of Hourly Delivered Capacity for all Capacity Nominations called for that hour divided by the sum of the Nominated Capacity for all Capacity Nominations called for that hour. When a CBP event is called for one or more Sub-LAPs, the Hourly Delivered Capacity Ratio for the event hour will be calculated on a cumulative basis for Aggregator's performance in all Sub-LAPs that received a Notice of the CBP event for the hour.
- 3) The Unadjusted Hourly Capacity Payment for a Capacity Nomination equals the product of the Nominated Capacity for the operating month, minus the sum of the Prohibited Resource Default Adjustment Values and the Capacity Price for the operating month divided by the number of event hours in the operating month for the Capacity Nomination.

(Continued)

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Sheet 7

CAPACITY
PAYMENT AND
CAPACITY
PENALTY
(Cont'd.):

- 4) The Adjusted Hourly Capacity Payment/Penalty is determined from the following table: (T)

Hourly Delivered Capacity Ratio	Adjusted Hourly Capacity Payment/Penalty
≥ 1.05 (I)	Adjusted Hourly Capacity Payment = Unadjusted Hourly Capacity Payment * 1.05 (I) Adjusted Hourly Capacity Penalty = 0
≥ 0.75 (R) and < 1.05 (I)	Adjusted Hourly Capacity Payment = Unadjusted Hourly Capacity Payment * Hourly Delivered Capacity Ratio Adjusted Hourly Capacity Penalty = 0
≥ 0.60 (R) and < 0.75 (R)	Adjusted Hourly Capacity Payment = Unadjusted Hourly Capacity Payment * 50% Adjusted Hourly Capacity Penalty = 0
≥ 0 (R) and < 0.60 (R)	Adjusted Hourly Capacity Payment = 0 Adjusted Hourly Capacity Penalty = Unadjusted Hourly Capacity Payment * (0.60 - Hourly Delivered Capacity Ratio)
< 0	Adjusted Hourly Capacity Payment = 0 Adjusted Hourly Capacity Penalty = Unadjusted Hourly Capacity Payment * (0.60) (I)

- 5) The Capacity Payment for the Capacity Nomination is the sum of the Adjusted Hourly Capacity Payment/Penalty for the operating month.

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**ELECTRIC SCHEDULE E-CBP
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Sheet 8

**ENERGY
PAYMENT:**

All Energy Payments will be determined separately for each Capacity Nomination. Energy payments are applicable to both weekday and weekend participation.

If no CBP Events were called during the operating month, then the monthly Energy Payment is zero (0).

Monthly Energy Payments will be invoiced separately from the Capacity Payments.

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Nominations greater than 100kW

The energy payment that each Aggregator's customer SA may receive based on performance for events will equal the underlying CAISO wholesale market Proxy Demand Resource (PDR) award.

The total energy payment is calculated by netting the day-ahead wholesale energy payment with the real-time wholesale energy settlement, as calculated below:

$$(\text{Price}_{\text{DA}} \times \text{Energy}_{\text{DA}}) - [\text{Price}_{\text{UIE}} \times (\text{Energy}_{\text{DA}} - \text{Energy}_{\text{Delivered}})]$$

Price_{DA} = day-ahead aggregated PNode locational marginal price (LMP) associated with the PDR

Energy_{DA} = day-ahead energy award

Price_{UIE} = real-time Uninstructed Imbalance Energy (UIE) price

Energy_{Delivered} = metered performance

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**ELECTRIC SCHEDULE E-CBP
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Sheet 9

METERING AND COMMUNICATIONS EQUIPMENT:

Each SA must have an MV90 or SmartMeter™ interval meter capable of recording usage in 15-minute intervals installed that can be read remotely by PG&E. An approved interval meter and/or approved meter communications equipment must be installed and operating prior to participating in the program in order to establish a valid CSEB. See Baseline section for additional details.

A Meter Data Management Agent (MDMA) may also read the customer's meter on behalf of the customer's Electric Service Provider (ESP), if a customer is receiving DA service.

In accordance with CAISO requirements, at least 90 calendar days of historic interval meter data using metering equipment (including telephone line, cellular, or radio control communication device) must be submitted to CAISO for each SA, prior to that SA participating in E-CBP. The meter data must be Revenue Quality Meter Data (RQMD).

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The following options are available if a customer's SA does not already have an approved interval meter or SmartMeter:

- 1) For Bundled Service and CCA service SAs with a maximum demand of 200 kW or greater for three consecutive months in the past 12 billing months, PG&E will provide and install the metering and communication equipment at no cost to the customer.
- 2) For Bundled Service and CCA Service SAs whose maximum billed demand has not exceeded the level specified in item 1 above, the customer can elect one of the following:
 - a. Pay the cost to have PG&E install a non-SmartMeter at the customer's expense pursuant to Electric Rule 2, Special Facilities, or
 - b. Wait until a PG&E SmartMeter is installed and remote-read enabled.
- 3) For Direct Access SAs where PG&E is the MDMA, no incremental fees are required. Metering services shall be provided pursuant to Electric Rule 22.
- 4) For Direct Access SAs where PG&E is not the MDMA, then the customer will be responsible for any and all costs associated with providing PG&E acceptable interval data on a daily basis, including any additional metering, communication equipment, and fees assessed by the customer's Electric Service Provider (ESP). Metering services shall be provided pursuant to Electric Rule 22.

PG&E is not required to install an interval meter and communication equipment or SmartMeter to provide remote read capability if the installation is impractical or not economically feasible.

Prior to customer's participation in the program, the customer must be able to successfully transfer meter data according to PG&E's specification on a daily basis for a period of no less than ten (10) calendar days.

All measurements for the CSEB and performance will be determined using the customer's electric revenue interval meter without loss factor adjustments.

(Continued)

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**ELECTRIC SCHEDULE E-CBP
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Sheet 10

**NOTIFICATION
EQUIPMENT:**

Aggregators, at their expense, must have: (1) access to the Internet and an e-mail address to receive notification of a CBP Event; and (2) or cellular telephone that is capable of receiving a text message sent via the Internet. An Aggregator cannot participate in the CBP until all of these requirements have been satisfied.

If a CBP Event occurs, Aggregators will be notified using one or more of the above mentioned systems. It is the responsibility of the Aggregator to notify its aggregated customers.

PG&E will make best efforts to notify Aggregators; however receipt of such notice is the responsibility of the Aggregator. PG&E does not guarantee the reliability of the e-mail system, or website by which the Aggregator receives notification.

**COORDINATION
WITH AUTODR:**

In the event a customer in the AutoDR program opts out of a CBP Event, or if the AutoDR notification to the customer's AutoDR enabled equipment fails for any reason, the Aggregator shall not be relieved of its obligation to provide its full Capacity Nominations.

**CONTRACTS
AND FORMS:**

Aggregators must submit a signed Agreement For Aggregators Participating In The Capacity Bidding Program (Form 79-1076). Aggregators can submit a Notice to Add or Delete Customers Participating in the Capacity Bidding Program (Form 79-1075) signed by the aggregated customer, or utilize a PG&E approved electronic enrollment process, to add or delete a customer from its portfolio.

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**CONTRACTUAL
ARRANGEMENT
BETWEEN
CUSTOMER AND
AGGREGATOR:**

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

**BILLING
DISPUTES:**

If an Aggregator disputes a bill issued by PG&E, the disputed amount will be deposited by the Aggregator with the California Public Utilities Commission (Commission) pending resolution of the dispute under the existing Commission procedures for resolving such disputes with PG&E. No termination of participation in the CBP will occur for this dispute while the Commission is hearing the matter, provided that the full amount in dispute is deposited with the Commission.

If a customer has a billing dispute with its Aggregator, the customer will remain obligated to pay PG&E charges for its OAS in a timely manner. Neither the Aggregator nor the customer shall withhold payment of PG&E charges pending resolution of a dispute between the customer and Aggregator.

**PROGRAM
TESTING**

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(Continued)



**ELECTRIC SCHEDULE E-CBP
CAPACITY BIDDING PROGRAM**

Sheet 11

PROGRAM TESTING
(Cont'd):

PG&E will have the option to call up to one (1) CBP Test Event per month for resources that do not receive a market award during weekday in the given month. The CBP Test Event will be called to demonstrate capacity with respect to the CBP Nomination. A Test Event will not exceed 2 hours in duration and will be based on the current approved price trigger. Furthermore, a test Event would occur from the 20th day to the last day of the Test Event month. Testing rules will consider that there has not been any form of dispatch for that resource in that given month; previous events or test performance was below 75% of the presently nominated value; there is a not a state of emergency in California related to grid and there are no forecasted capacity shortfalls. Aggregators will receive Capacity Payments and Penalties for CBP Test Events in accordance with the methodology stated in the 'CAPACITY PAYMENT AND CAPACITY PENALTY' section of the tariff, and each event will count towards the monthly product dispatch limits. Aggregators will not receive energy payments for load reductions during CBP Test Events since energy payments are only passed through to Aggregators from CAISO market awards.

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PROGRAM TRIGGER AND NOTIFICATION:

For the CBP Elect Option, PG&E may trigger a CBP Event for one or more Sub-LAP when PG&E receives a market award from the CAISO for a PDR that's part of CBP as a result of the offer price specified by the aggregator for a nominated portfolio.

PG&E will notify the affected Aggregators by 5:00 p.m. (or as soon as reasonably possible) on a day-ahead basis of a CBP Event for the following calendar day.

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PROGRAM RESEARCH AND ANALYSIS:

All customers participating on this program agree to allow personnel from the California Energy Commission (CEC), PG&E, and their contracting agents, reasonable access to conduct a site visit for measurement and evaluation, access to the customer's interval meter data, and agree to complete any surveys needed to enhance this program.

PG&E may release customer information to the CAISO in order to facilitate direct participation of retail demand response resources in the CAISO wholesale market.

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**ELECTRIC SCHEDULE E-CBP
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Sheet 12

**ACCESS TO
CUSTOMER
SPECIFIC USAGE
DATA:**

PG&E will provide a customer's electric usage and electric meter data of its SA to its Aggregator as long as there is consent from the customer via an Authorization to Receive Customer Information or Act on a Customer's Behalf (Form 79-1095), a Notice To Add Or Delete Customers Participating In The Capacity Bidding Program (Form 79-1075), or a PG&E approved electronic process wherein the customer can authorize release of its data to the Aggregator. This will allow Aggregators to determine the payment, and penalties applicable to Customer under this Schedule.

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**PROGRAM
TERMS:**

The initial term is 12 months. After the initial 12 months, an Aggregator may request to terminate its participation in this program by submitting to PG&E a completed Cancellation of Contract (Form 62-4778). The termination will be effective on the later of: (1) the beginning of the calendar month that is immediately after the initial 12 month term; and (2) the beginning of the calendar month that is closest to but at least thirty (30) calendar days after PG&E received the Cancellation of Contract. The Schedule E-CBP will remain available unless and until Schedule E-CBP is revised or terminated as directed by the CPUC.

**PAYMENTS, AND
AFFECT ON
CUSTOMER'S BILL
FOR THE OAS:**

Capacity Payments due under this program will be sent to the Aggregator within 60 calendar days after the end of the operating month. The charges under the OAS for an aggregated customer will not be adjusted.

In alignment with CAISO settlement timeframes, Energy Payments due under this program will be sent to the Aggregator 55 business days after the end of the operating month.

CONFIDENTIALITY

Aggregator bidding strategies and prices shall be considered confidential information. PG&E shall protect this confidential information from public disclosure, and shall not disclose such confidential information to unauthorized third parties, except for PG&E's employees, agents, counsel, accountants, advisors, individual customers who authorize the release of their customer information pursuant to an approved process (such as Electric Rule 24), utility contractors, or Commission staff/contractors who have a need to know such information and have agreed to keep such information confidential and except as provided otherwise in this section.

PG&E will provide the Commission with confidential Aggregator information under Commission procedures for identifying and claiming confidential treatment. Release of confidential Aggregator information to utility and Commission contractors will be subject to such parties' agreement to protect the information from unauthorized use or public disclosure on terms consistent with PG&E and the Commission's rules and state law.



**ELECTRIC SCHEDULE E-CBP
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Sheet 13

**USE OF
PROHIBITED
RESOURCES**

Effective Date: Effective January 1, 2019, Schedule E-CBP customers will not be eligible to receive demand response incentives for using a prohibited resource to reduce load during a demand response event, as provided in this Section.

Definition: Prohibited resources are defined as distributed generation technologies using diesel; natural gas; gasoline; propane; or, liquefied petroleum gas, in topping cycle Combined Heat and Power (CHP) or non-CHP configuration. The following resources are exempted from the prohibition: pressure reduction turbines; waste-heat-to-power bottoming cycle CHP; as well as energy storage resources not coupled with fossil-fueled generation.

Attestation: Non-residential customers enrolled in CBP are required to submit attestations by completing the Add or Delete Attestation form (79-1075). The attestations are subject to verification, as a condition of participation. Verification may require data requests and premise access. Customers are responsible for responding to such requests. Customers who do not agree to the prohibition and submit an attestation cannot participate in any affected Demand Response program. (T)

Attestations may be updated at any time. Updates to the attestation are contingent upon customers providing documentation that confirms the operational change. Customers are required to submit an updated attestation for fuel switching, specifically from fossil-based fuels to renewable fuels, provided such fuels has received renewable certification from the California Air Resources Board. A switch must be substantiated by documentation that confirms this operational change.

Non-residential customers must attest to one of the following conditions in order to participate in E-CBP: (T)

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

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**ELECTRIC SCHEDULE E-CBP
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Sheet 14

**USE OF
PROHIBITED
RESOURCES**

For those non-residential customers attesting to having a Prohibited Resource on-site that will be run during Demand Response events for safety, health, or operational reasons, and therefore requiring a DAV, the nameplate capacity value of the customer's Prohibited Resource must be provided as part of the attestation. If a customer has multiple Prohibited Resources for the same service agreement, then the DAV will be the sum of the nameplate capacity values from all prohibited resources electing to be used to reduce load during a Demand Response event on the same site.

(T)

While non-residential customers are allowed to adjust their DAV at any time, a change in the DAV would require an updated attestation if the customer's operational status changes the prohibited resource associated with the customer's service agreement. PG&E or the verification administrator may verify the change(s) to a customer's DAV due to operational changes. Such changes which resulted in a DAV are not subject to a verification administrator's approval, but may be subject to PG&E's approval. Changes in a DAV adjustment can result in PG&E confirming this change through documentation in the form of a work order, invoice, or inspection report.

(T)

CBP Aggregators must collect, store, and submit attestations to PG&E for all Schedule-CBP customers. New customers must provide their attestation during the enrollment process.

Residential: Aggregators shall include a provision in residential customer contracts or agreements that result in enrollment of the residential customer in the Aggregator's CBP portfolio, which forbids the use of Prohibited Resources to reduce load during a dispatch by any CBP PDR resource. Any residential customer that does not accept the prohibition will not be eligible to participate in the Aggregator's CBP portfolio.

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Aggregator Roles and Responsibilities: Aggregators shall ensure that they are enforcing the Prohibited Resources policy and include similar language in contracts with customers. The aggregator shall communicate the requirements associated with Prohibited Resources and require each non-residential customer to complete the attestation which is part of the Add or Delete form (79-1075) described within this section.

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**ELECTRIC SCHEDULE E-CBP
CAPACITY BIDDING PROGRAM**

Sheet 15

**USE OF
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RESOURCES**

Aggregators with non-residential customers are responsible for:

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- (a) Obtaining and storing signed attestations and providing PG&E valid attestation documentation in a mutually agreed upon format from all existing customers, and upon enrollment for new customers Aggregators are required to complete the Add or Delete Attestation form (79-1075);
- (b) Communicating changes to customer attestations on a monthly basis to PG&E;
- (c) Providing PG&E with supporting documentation for changes to attestations and/or changes in a customer's DAV by providing documentation in the form of a work order, invoice, or inspection report. PG&E will confirm and verify that the information submitted is accurate and consistent with the customer's change in DAV.
- (d) Removing customers from their portfolio within 30 days if the customer has violated the Prohibited Resources requirements;
- (e) Submitting the attestations for each non-residential customer service agreement and applicable Default Adjustment Values (DAV), the sum of the nameplate capacity value of the customer's Prohibited Resource(s), to PG&E;
- (f) Recording, updating, and de-rating their portfolio by a summary DAV on a monthly basis; and
- (g) Conducting outreach and notification of the prohibition to their customers, which includes developing metrics, targets and record keeping systems to assess the effectiveness of their customer outreach and notification efforts, as well as demonstrating compliance with the above to PG&E upon request.

Aggregators are required to submit attestations as a condition of participation, and that attestations are subject to verification. Verification may require data requests and premise access. Customers are responsible for responding to such requests. Attestations may be updated at any time. Updates to the attestation are contingent upon customers providing documentation that confirms the operational change. Aggregators are responsible for submitting a signed Add or Delete form (79-1075) for those customers that are no longer in compliance with the use of Prohibited Resources in order for the customer to be removed from the Aggregators portfolio. Attestation updates resulting from the removal or addition of a prohibited resource from a customer's site is subject to PG&E's verification and approval, as such changes may also contribute to an update to the customer's DAV.

Aggregators who add new residential customers for CBP are required to include language on the prohibition in the contract or agreement with each residential customer. This language should explain that residential customer compliance may be subject to verification and list potential consequences for non-compliance. Furthermore, this language as required by the CPUC should be in a

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**ELECTRIC SCHEDULE E-CBP
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RESOURCES**

new and separate provision near the beginning of the contract or agreement presented to each residential customer. For existing residential customers enrolled with an Aggregator for CBP, the Aggregator shall provide outreach notifying customers of the required language for prohibited resources associated with the existing contract or agreement. Such language for both existing and new customers is required to be provided to PG&E by December 31 of each year.

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

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Participation in E-CBP is contingent on complying with possible verification requests and facility access for site visits, as deemed necessary by the Verification Administrator. Compliance with Verification Administrator requests will be determined by the Verification Administrator.

Resources with non-by passable prohibited resources are not capable of being used for DR events. Verification for such resources may require comparison of operational data against power outage data.

A customer that is found in violation of the prohibited resources requirements will be removed from the program by the customer's aggregator. Conditions for non-residential violations and provisions for re-enrollment include:

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	Type I Violation	Type II Violation
Description	Minor clerical or administrative errors that may be resolved with an updated attestation and <i>do not involve the use of a prohibited resource to reduce load during a DR event.</i>	1. Using prohibited resource(s) to reduce load during a DR event despite attesting to not doing so, and / or 2. Submitting an invalid nameplate capacity for a prohibited resource(s) under Attestation Scenario 3.
Scenario(s)	1. Existing customer attests to not having a prohibited resource on site, but in fact has a resource on site. However, customer did not use the resource to reduce load during a DR event. 2. Customer reports a higher-than-actual nameplate capacity.	1. Customer attests to not using a prohibited resource on site. However, customer used the resource to reduce load during a DR event. 2. Customer reports a lower-than-actual nameplate capacity.
Resulting Actions	Existing customer has 60 days from date of notice to cure non-compliance. If an attestation is not submitted within 60 days (uncured non-compliance), the customer will be removed from the Utility's tariff schedule and / or the aggregator's portfolio until an attestation is provided.	A single instance of non-compliance will result in customer removal from the schedule and ineligibility to enroll in any DR program for 12 calendar months from the removal date. Two or more instances will result in the same removal and ineligibility terms for three years.

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