



ELECTRIC RULE NO. 24
DIRECT PARTICIPATION DEMAND RESPONSE

Sheet 1

TABLE OF CONTENTS

A. APPLICABILITY

B. DEFINITIONS

C. GENERAL TERMS

D. ACCESS TO CUSTOMER DATA

E. NON-UTILITY DRP SERVICE ESTABLISHMENT (T)

F. METERING SERVICES

G. DISCONTINUATION OF SERVICE BY NON-UTILITY DRP (T)

H. NON-UTILITY DRP CREDIT REQUIREMENTS REQUIRED BY PG&E (T)

I. COMPLAINT AND DISPUTE RESOLUTION PROCESSES

J. ACRONYMS

(Continued)



ELECTRIC RULE NO. 24
DIRECT PARTICIPATION DEMAND RESPONSE

Sheet 2

A. APPLICABILITY

This Rule establishes the terms and conditions that apply to those entities, which are subject to this Rule, who wish to take part in Direct Participation Demand Response Service ("DR Service"). DR Service is offered by the California Independent System Operator (CAISO) and allows a Demand Response Provider (DRP) or a retail customer to participate in the CAISO wholesale market.

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DRP DR Services under this Rule are subject to the dual participation rules. As a general rule, DRPs are prohibited from registering customer Service Agreements in CAISO's Relevant Systems that are already registered with another DRP or that are participating in a PG&E event-based demand response program(s). (See Section C.2.d for detailed rules)

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1. Entities and Services Subject to Rule 24

- a. PG&E acting on behalf of its customers as the Load Serving Entity (LSE), DRP, Utility Distribution Company (UDC), Meter Data Management Agent (MDMA), or Meter Service Provider (MSP).
- b. Affiliates of PG&E acting as a DRP
- c. Non-Utility affiliated DRPs enrolling PG&E Bundled Service customers.
- d. Bundled Service customers acting as a DRP for their own load.

2. Entities Not Subject to Rule 24

- a. Non-Utility DRPs enrolling only Direct Access (DA), or Community Choice Aggregation (CCA) Service customers,
- b. DA, or CCA Service customers acting as a DRP for their own load,
- c. Electric Service Providers (ESPs) and CCAs acting as a LSE for DA, or CCA Service customers,
- d. Non-Utility affiliated MDMAs and MSPs providing metering services to DA Service customers.

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

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ELECTRIC RULE NO. 24
DIRECT PARTICIPATION DEMAND RESPONSE

Sheet 3

B. DEFINITIONS

Certain specific terms used in this Rule are defined below. Additional definitions for more widely used terms in PG&E's tariffs are also found in Electric Rule 1.

1. **AFFILIATE:** 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 DRP or any of its subsidiaries; or by the DRP's controlling entity or any of its subsidiaries; or by any company in which the DRP, its controlling entity, or any of the DRP'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" includes, 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 DRP in an entity's company creates a rebuttable presumption of control.

For the purposes of this Rule, Utility affiliates participating in DR Services are considered "Non-Utility DRPs".

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2. **AGGREGATOR:** An entity that contracts with end-use customers in multiple locations to help provide them with DR Services. For instance, an Aggregator will aggregate customers' loads so that they may be placed in a single CAISO demand response resource. An Aggregator will also generally perform customer-facing functions such as customer marketing, enrollment, communications and payments for participation. An Aggregator might utilize a CAISO DRP to bid DR resources into the CAISO market or elect to become a CAISO DRP itself.

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3. **CAISO's DR Service:** The CAISO's wholesale DR market mechanism(s), market model(s), and/or market product(s) that allow retail customers' loads to be bid in to the CAISO's wholesale markets.

4. **CAISO DEMAND RESPONSE PROVIDER (CAISO-DRP):** An entity that is responsible for delivering certain DR Services into the CAISO's wholesale market and which has undertaken, in writing, by execution of the applicable agreement to comply with all applicable provisions of the CAISO Tariff. CAISO-DRP functions generally include registering customer Service Agreements in the CAISO's Relevant Systems and working with a Scheduling Coordinator to bid into and settle with the CAISO market.

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5. **CISR-DRP:** The Customer Information Service Request-Demand Response Provider form (Form 79-1152 or its successor) approved by the Commission for customers to authorize the release of their personal energy-related information under Section D.1.a. of this rule to a Non-Utility DRP or Aggregator for purpose of direct participation in the CAISO wholesale market, or the authorized electronic authorization processes on PG&E's website.

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ELECTRIC RULE NO. 24
DIRECT PARTICIPATION DEMAND RESPONSE

Sheet 4

B. DEFINITIONS (CONT'D.)

- 6. CPUC DEMAND RESPONSE PROVIDER (DRP): An entity that is responsible for performing any or all of the functions associated with either a CAISO-DRP and/or an Aggregator. DRPs serving Bundled customers must register with the CPUC and CAISO DRPs must also register with the CAISO. Unless otherwise specifically stated, all references to "DRP" herein shall refer to this definition. (T)
- Any of the following entities may elect to become a DRP: PG&E, Non-Utility entities such as Electric Service Providers (ESPs) and Community Choice Aggregation (CCA) entities who elect to participate in CAISO DR Services with Bundled service customers, any other third-party who wishes to bid in Bundled Service Agreements in the CAISO wholesale market, or a Bundled service retail customer (bidding in its own load). Unless otherwise specifically stated, all references to "DRP" herein shall refer to all of these entities. (T)
- 7. DEFAULT LOAD AGGREGATION POINT (DLAP) – The set of Pricing Nodes defined for PG&E's Transmission Access Charge (TAC) area as defined by the CAISO. (N)
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(N)
- 8. DEMAND RESPONSE (DR): The load reduction and/or increase by retail customers in response to a signal or pricing mechanism. Currently under this tariff, Demand Response is bid into the wholesale market as a Proxy Demand Resource (PDR) or a Reliability Demand Response Resource (RDRR) as defined and offered under CAISO tariffs. (T)
- 9. DEMAND RESPONSE (DR) SERVICE: DR Service in this Rule generally refers to demand response activities associated with a DRPs or a customer's direct participation in the CAISO's wholesale market where a retail customer, either on its own or enrolled in a DRPs DR Service, changes its electric demand in accordance with the market awards and dispatch instructions established by the CAISO. (T)
- 10. DRPs DR Service: A DR service provided by the DRP to one or more retail customers to bid loads on their behalf into the CAISO wholesale energy market using the CAISO's DR Service(s). (T)
- 11. EVENT-BASED DEMAND RESPONSE: The dispatchable load reduction or increase by retail customers in response to a day-ahead or day-of event signal. (T)
- 12. INTERVAL METER: For the purposes of this rule, an "interval meter" is defined as a meter and communication system capable of measuring, storing, and transferring the minimum data required for the CAISO's settlement processes. Minimum data requirements are specified by the CAISO and vary by the CAISO's DR Services. (T)

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ELECTRIC RULE NO. 24
DIRECT PARTICIPATION DEMAND RESPONSE

Sheet 5

B. DEFINITIONS (CONT'D.)

- 13. LOCATION: Physical location of the customer's Service Agreement that is providing demand response. (N)
(N)
- 14. PRICING NODE (PNode): A single network Node or subset of network Nodes where a physical injection or withdrawal of electricity is modeled and for which a Locational Marginal Price is calculated by the CAISO and used for financial settlements. A network Node is a point in the CAISO's Full Network Model representing a physical location within the CAISO's Balancing Authority Area or the CAISO Controlled Grid. (T)
- 15. RELEVANT CAISO DEMAND RESPONSE SYSTEMS (Relevant Systems): One or more of the information technology (IT) systems that the CAISO uses to complete the necessary steps to allow DRPs to provide DR Services under its tariff. These systems include but are not limited to the CAISO's Demand Response System (DRS) and the Demand Response Registration System (DRRS) and their successors. User Guides can be found on the CAISO's website (www.caiso.com) (T)
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- 16. RESOURCE REGISTRATION: Entry by a DRP of the physical location(s) of one or more retail customer's loads into the CAISO's Relevant Systems. (T)
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- 17. REVENUE QUALITY METER DATA (RQMD): Interval Meter Data that has been validated, edited, and estimated in accordance with the Direct Access Standards for Metering and Meter Data (DASMMMD) as described in Electric Rule 22. (T)
- 18. SERVICE AGREEMENT (SA): For the purposes of this Rule, a customer's Service Agreement refers to a PG&E-specific identifier for tracking and measuring energy service deliveries for retail billing purposes of a specific load associated to a specific physical Location. (T)
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- 19. SETTLEMENT QUALITY METER DATA (SQMD): SQMD is RQMD that has been processed, aggregated, formatted, and stored pursuant to CAISO's procedures for CAISO's settlement and auditing purposes. See CAISO Tariff Appendix A, Master Definitions Supplement. (T)
- 20. SUBLAP: A CAISO defined subset of PNodes within a DLAP. (T)
- 21. TELEMETRY: An electric 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)). (T)
- 22. UNIQUE CUSTOMER IDENTIFIER: An identifier assigned by the UDC and entered into the CAISO's Relevant Systems by a DRP. The identifier is specific to a customer's Service Agreement. PG&E will assign a Unique Customer Identifier for a customer's Service Agreement. (T)
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ELECTRIC RULE NO. 24
DIRECT PARTICIPATION DEMAND RESPONSE

Sheet 6

B. DEFINITIONS (CONT'D.)

- 23. UTILITY DISTRIBUTION COMPANY (UDC): An entity that owns or operates a distribution system for the delivery of energy to and from the CAISO controlled grid. PG&E is the applicable UDC under this Rule. (T)

Herein, the "Utility" is PG&E and it may serve one or more of the following functions: UDC, LSE, MDMA, MSP and DRP.

C. GENERAL TERMS

- 1. General Obligations of PG&E
 - a. Non-Discrimination and Competitive Neutrality
 - (1) Neutral Discharge of Responsibilities

PG&E, acting in any capacity described herein, shall discharge its responsibilities in a neutral manner to all DRPs. When acting as an MDMA, this would include ensuring that the Revenue Quality Meter Data (RQMD) for each Service Agreement sent to the DRP meets the current validated, edited, and estimated (VEE) standards established in the Direct Access Standards for Metering and Meter Data (DASMMMD). (T)
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Unless otherwise authorized by the California Public Utilities Commission (CPUC or Commission), the Federal Energy Regulatory Commission (FERC), or the affiliate transactions rules¹, PG&E shall not provide or represent that it will provide to itself, its affiliates or customers of itself or its affiliates any preferential treatment with regard to PG&E services than other, unaffiliated, service providers would receive, including, but not limited to, terms and conditions, information, pricing or timing.

¹ D.97-12-088, 77 CPUC 2d 422, 449, as amended by D.98-08-035, 81 CPUC 2d 607 and D.98-12-075, 84 CPUC 2d 155, D.06-06-062 and D.06-12-029.

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ELECTRIC RULE NO. 24
DIRECT PARTICIPATION DEMAND RESPONSE

Sheet 7

C. GENERAL TERMS (CONT'D.)

1. General Obligations of PG&E (Cont'd.)

a. Non-Discrimination and Competitive Neutrality (Cont'd.)

(2) Non-Discriminatory Response to Requests for PG&E Services

PG&E, acting in any capacity, shall process requests for similar PG&E services in the same manner and within the same period of time for its affiliates, customers of itself and its affiliates, and for all unaffiliated market participants and their respective customers. PG&E shall provide non-discriminatory access to its meter data, where available, to Non-Utility DRPs when authorized by the customer. In particular, PG&E shall not have any greater access to meter data for the purposes of fulfilling its DRP duties and obligations than does a Non-Utility DRP. (T)

(3) Competitive Neutrality

Confidential, competitive information received by PG&E from Non-Utility DRPs, or from the CAISO about the Non-Utility DRPs or their customers, in connection with PG&E's performance of its duties to implement and administer the DRP's use of PG&E's Bundled Service load for DR Services shall be limited to PG&E staff who are responsible for performing PG&E's non-DRP responsibilities under this Rule. Such confidential, competitive information shall not be used to promote PG&E's services to its customers or customers of its affiliates. (T)

PG&E staff receiving such confidential, competitive information from the Non-Utility DRPs or the CAISO in the discharge of PG&E's roles and responsibilities as a non-DRP shall not share such confidential, competitive information with other individuals in PG&E who are also responsible for discharging PG&E's roles and responsibilities as a DRP under this Rule. (T)

b. Timeliness and Due Diligence

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

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ELECTRIC RULE NO. 24
DIRECT PARTICIPATION DEMAND RESPONSE

Sheet 8

C. GENERAL TERMS (CONT'D.)

1. General Obligations of PG&E (Cont'd.)

c. Review of DRP Customer Service Agreement(s) in the CAISO's Relevant Systems

PG&E, acting as a UDC and/or LSE, shall review all customer Service Agreement(s) (within its electric service territory) submitted by a DRP to the CAISO's Relevant Systems as defined in the CAISO tariff. PG&E's review shall be limited to ensure accuracy of the customer information presented and that the customer is not otherwise participating in a PG&E event based demand response program at the same time period. PG&E, acting as the UDC, shall also review customer Service Agreement(s) submitted to the CAISO's Relevant Systems for Entities not subject to this Rule in the same manner contained in this subsection and on the same non-discriminatory basis.

PG&E will conduct such review in accordance with the timelines set forth in the CAISO's Business Practice Manuals (BPMs). PG&E shall notify the CAISO and the DRP within ten (10) business days if the customer information presented in the registration submitted to the CAISO's Relevant Systems is inaccurate, if the DRP is not appropriately registered for DR Services at the CPUC, and confirm that the customer Service Agreement does not conflict with the dual participation rules in Section C.2.d. To the extent reasonable and feasible, PG&E and the DRP shall coordinate and cooperate to ensure an accurate registration of the customer Service Agreement.

d. Provision of Customer Data by PG&E

In response to a completed CISR-DRP, PG&E shall in a timely fashion provide the required information to the Non-Utility DRP to facilitate a customer's enrollment in a DRP DR Service(s). This information will be provided in accordance with Section D of this Rule. The customer or its authorized Non-Utility DRP may instruct PG&E to terminate the continuous data release at any time by using the revocation processes of the CISR-DRP.

e. PG&E Tariffed Demand Response Programs

For those customers enrolled in a PG&E event-based demand response program, PG&E will act as the customer's DRP if PG&E elects to submit the customer into the CAISO's Relevant Systems. This customer could be a PG&E Bundled Service, Direct Access, or Community Choice Aggregation Service customer.

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ELECTRIC RULE NO. 24
DIRECT PARTICIPATION DEMAND RESPONSE

Sheet 9

C. GENERAL TERMS (CONT'D.)

1. General Obligations of PG&E (Cont'd.)

f. KYZ Pulse Installations

Upon the request of and payment by the customer or its agent, PG&E, acting as the MSP, shall install where feasible a KYZ pulse initiating device or another acceptable telemetry solution. A DRP may, with the permission of the CAISO, use the information from such a device to submit preliminary settlement data to the CAISO. The customer or its DRP will be responsible for the cost of the installation.

If the customer wishes to terminate the delivery of its KYZ pulse data to the DRP at any time, the DRP will take action, upon receipt of notification from the customer, to discontinue data transmission from its facilities, as soon as practicable, but no later than 45 days after customer notification of termination, to allow for financial settlements to occur.

2. General Obligations of DRPs Enrolling Bundled Service Customers

This Section is applicable to all DRPs enrolling Bundled Service customers, unless otherwise specified. Requirements for PG&E, acting as the DRP for DA, CA and CCA Service customers, are specified in Section D.

a. Timeliness and Due Diligence

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

b. Arrangements Between DRPs and Their Customers

DRPs shall be solely responsible for having appropriate contractual or other arrangements with their customers necessary to implement DRP DR Service consistent with all applicable laws, CAISO requirements, CPUC requirements, if any, and this Rule.

c. Scheduling Coordinator

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In accordance with the CAISO's tariff, a DRP must become or contract with a Scheduling Coordinator (SC) prior to registering a Location into the CAISO's Relevant Systems. PG&E shall not act as an SC on behalf of a Non-Utility DRP. The Non-Utility DRP must obtain its own SC to participate in DR Services or otherwise qualify to act in that capacity.

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ELECTRIC RULE NO. 24
DIRECT PARTICIPATION DEMAND RESPONSE

Sheet 10

C. GENERAL TERMS (CONT'D.)

2. General Obligations of DRPs Enrolling Bundled Service Customers (Cont'd.)

d. Dual Participation

DRPs are prohibited from having a registered customer Service Agreement in the CAISO's Relevant Systems with a CAISO Locations status of "Pending", "Inactive", "Active", or "Disputed" for any time period where the Start Date and End Date for the Location overlaps with the Start Date and End Date of an existing Location (for the same Service Agreement) that has a "Pending", "Inactive", "Active", or "Disputed" status by the CAISO under its rules and procedures. (T)

Non-Utility DRPs are also prohibited from enrolling a customer Service Agreement in DRP Services or registering a customer Service Agreement in the CAISO's Relevant Systems if the customer is already enrolled in a PG&E event-based demand response program. Additionally, Non-Utility DRPs are also prohibited from enrolling and registering a customer Service Agreement in any other pilot or program that is ineligible to participate under this Rule. The customer can disenroll from the PG&E pilot or program in accordance with the pilot's or program's terms and conditions in order to enroll in a DRP DR service. (T)

A Non-Utility DRP is notified by PG&E via its CISR-DRP process that a customer is already enrolled in a PG&E event-based DR program or ineligible pilot program. It is the notified Non-Utility DRP's obligation to ensure that the customer has disenrolled from PG&E's event-based demand response program or ineligible pilot before placing the customer Service Agreement in the CAISO's Relevant System for the same period. The effective date to disenroll that customer from its current PG&E program or pilot will be established in accordance with PG&E's demand response program or pilot rules and its Electric Rule 12. (T)

In the event of a conflict between PG&E's DR program specific requirements and its Electric Rule 12, the program's tariff requirements will apply.

For instance, a customer who is currently participating in a PG&E event-based demand response program and wishes to enroll with a Non-Utility DRP DR Service must first disenroll from PG&E's program. Disenrollment will be subject to any contractual or program obligations currently in effect with PG&E's demand response program. (T)

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ELECTRIC RULE NO. 24
DIRECT PARTICIPATION DEMAND RESPONSE

Sheet 11

C. GENERAL TERMS (CONT'D.)

2. General Obligations of DRPs Enrolling Bundled Service Customers (Cont'd.)

d. Dual Participation (Cont'd)

Similarly, if a customer is currently registered at the CAISO for DR Services, that customer must be disenrolled from the DR Service and removed from registration with CAISO prior to that customer's participation in either another DRP's enrollment or a PG&E event-based demand response program. However, a DRP is not prohibited from also enrolling and registering its own customers for other DR Service(s) that it offers and registering such customers at the CAISO, if applicable. It is the DRP's obligation to ensure the DRP's customer Service Agreements do not conflict with the CAISO rules on DR Services.

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The foregoing does not preclude DRPs from using the CAISO's processes to determine the status of a customer's participation in DR Service.

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If a Service Agreement is enrolled in PG&E's Peak Day Pricing (PDP) program, then the Service Agreement will be scheduled to be disenrolled from PDP by PG&E without further action by the customer or the Non-Utility DRP when the Service Agreement has been approved by both the UDC and LSE for use in the CAISO's wholesale market by a Non-Utility DRP. Under PG&E's Electric Rule 12, the earliest disenrollment date for PDP is the customer's next meter read date. Therefore, for a Non-Utility DRP, the Start Date in the CAISO's Relevant Systems of a Service Agreement that is enrolled in PDP must be greater than or equal to the earliest date on which the Service Agreement could be disenrolled from PDP.

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PG&E shall provide a one-digit meter read cycle letter to the Non-Utility DRP as also described in Section D.1.a. It is the DRP's obligation to use the cycle letter and match it for the customer Service Agreement's next or future meter read date(s) from PG&E's meter reading schedules. PG&E's meter reading schedules can be found in <http://www.pge.com/myhome/customerservice/smartmeter/analogmeters/schedule/>.

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Non-Utility DRPs shall notify residential or small commercial customers prior to the registration of the their Service Agreement(s) in the CAISO Relevant System through the Customer Notification Form Letter, required in Section C.7, that the customer will be disenrolled from PDP and may lose bill protection, if applicable.

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When PG&E is acting as a DRP, it is obligated to ensure that the customer has disenrolled from Non-Utility DRP's DR Service before enrolling the customer in its own event-based program.

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ELECTRIC RULE NO. 24
DIRECT PARTICIPATION DEMAND RESPONSE

Sheet 12

C. GENERAL TERMS (CONT'D.)

2. General Obligations of DRPs Enrolling Bundled Service Customers (Cont'd.)

e. Resource Registration of DR Locations at the CAISO

DRPs shall be solely responsible for registering DR Locations at the CAISO with the Unique Customer Identifiers that represent the customer Service Agreements for which the DRP is providing DR Services.

f. Notification of Customer Enrollment in DRP DR Service

The CAISO, through its registration process, will make available to PG&E, as a UDC and/or an LSE, the ability to verify its customers' enrollment status and other information pertinent to the DRP's customers' participation in DR Services. Non-Utility DRPs shall not be responsible for providing separate notification to PG&E of an enrollment of a customer in Non-Utility DRP DR Services.

g. Utilizing the MDMA for Revenue Quality Meter Data

DRPs shall utilize the MDMA chosen by the customer (or the customer's LSE) for gaining access to Revenue Quality Meter Data (RQMD).

h. Utilizing the MDMA for Settlement Quality Meter Data

The MDMA shall be responsible and liable to send timely and accurate individual customer RQMD to the DRP. The DRP or its designated agent, shall convert this data to Settlement Quality Meter Data (SQMD) and send it to its Scheduling Coordinator (SC). (See Section F.2 for detailed rules)

For Direct Access customers, DRPs may contract with the MDMA chosen by the customer (or the customer's LSE) for submitting SQMD to the DRP's SC.

i. Net Benefits Test

All DRPs bidding Bundled Service customer's load into the CAISO's wholesale market using the CAISO's DR Service(s) must submit bids that are at or above the Net Benefits Test described in Section 30.6.3 of CAISO's Fifth Replacement FERC Electric Tariff.

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ELECTRIC RULE NO. 24
DIRECT PARTICIPATION DEMAND RESPONSE

Sheet 13

C. GENERAL TERMS (CONT'D.)

3. Transfer of Cost Obligations Between DRPs and Customers

Nothing in this Rule is intended to prevent DRPs and customers from agreeing to reallocate between them any costs for DRP's DR Services that are subject to this Rule to be paid by either of them.

4. LSE Is Not Liable for DRP DR Services

To the extent the customer takes service from a DRP, the customer's LSE has no obligations to the customer with respect to the services provided by the DRP.

5. DRP is Not Liable for LSE's Services

The DRP has no obligations to the customer with respect to the services provided by that LSE. The customer must look to its LSE, not the DRP, to carry out the responsibilities associated with those services.

6. Split Loads Not Allowed

Customers requesting DRP DR Service may not partition the electric loads of a Service Agreement among different DRPs at any one time. The entire load and load reduction for a Service Agreement can be registered in the CAISO's Relevant Systems to only one DRP at any one time.

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7. Formal Notification for Residential and Small Commercial Customers

Residential customers are defined as PG&E customers who are eligible for service under one of its residential rate schedules. Small Commercial customers are defined as any non-residential customers with a maximum billing peak demand of less than 20 kilowatt (kW). Non-Utility DRPs intending to enroll Residential and Small Commercial customers in DR Services are required to meet additional CPUC requirements before submitting such customer Service Agreements for Resource Registration at the CAISO Relevant System. These DRPs must obtain approval from the CPUC's Energy Division for a Customer Notification Form Letter (Form Letter) (samples on CPUC website), in hard copy or electronic form, to be provided to each customer explaining the DRP's terms and conditions of participating in the DRP's DR Service. If the customer is enrolled in PG&E's PDP program, the Form Letter shall also provide the estimated disenrollment date from PDP and that the customer may lose bill protection, if applicable. The disenrollment date shall be on the customer's next or future meter read date (see Section C.2.d)

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ELECTRIC RULE NO. 24
DIRECT PARTICIPATION DEMAND RESPONSE

Sheet 14

C. GENERAL TERMS (CONT'D.)

7. Formal Notification for Residential and Small Commercial Customers (Cont'd.)

The Non-Utility DRP must provide the Form Letter to the customer before placing its Service Agreement in a DRP's Resource Registration in the CAISO Relevant System. The Form Letter shall provide any grace period in which the customer can cancel the DR Service enrollment without any charges or penalties. (T)
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8. Master Metered Customers

Master metered customers who provide sub-metered tenant billings may participate in DRP DR Service as only a single master Service Agreement. A master-metered customer may not partition the electric loads of a single master meter among several DRPs. (T)

9. Service Fees and Other Charges

PG&E may incur costs in order to facilitate a Non-Utility DRP's participation in CAISO's DR Services. Any fees to reimburse PG&E for these costs are described in PG&E rate Schedule E-DRP and must be paid on a timely basis to ensure service under this Rule. (T)

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ELECTRIC RULE NO. 24
DIRECT PARTICIPATION DEMAND RESPONSE

Sheet 15

D. ACCESS TO CUSTOMER DATA

- 1. Access to Customer Energy-Related Data – Release of Information to Non-Utility
DRP(s) (T)

PG&E will provide confidential customer-specific information and usage data for a Bundled, DA or CCA service customer to parties specified by that customer, subject to PG&E’s Electric Rule 27, and the following provisions:

- a. The inquiring party or parties must have customer authorization pursuant to a CISR-DRP before a customer’s personally identifiable information can be released. The information, upon such authorization, will be released only to the inquiring party or parties, unless otherwise authorized by the customer, as part of the CISR-DRP process. The inquiring party or parties as the recipient of this data agrees to abide by the applicable Commission customer privacy requirements, which includes but is not limited to, PG&E’s Electric Rule 27, Privacy and Security Protections for Energy Usage Data. When PG&E receives an authorized CISR-DRP, PG&E shall transmit the following data to the Non-Utility DRP: (T)

 - (1) Customer Service Agreement and Account information, including without limitation, service address, account address, Account ID, Service Agreement ID, and rate schedule. (T)
 - (2) Up to 48 months of historical interval usage data, monthly billed usages, tier breakdown, bill line items, billed charges, as applicable, if it is available for that specific Service Agreement. (T)
 - (3) Unique Customer Identifier to track the customer Service Agreement in CAISO Relevant Systems. This information will be provided to the customer’s Load Serving Entity (LSE) too if different from PG&E. (T)
 - (4) Customer one-digit meter read cycle letter for purposes of verifying Meter Read Date and date to begin DR Service. (T)
 - (5) Ongoing interval usage data. (T)
 - (6) Ongoing monthly billed usage, tier breakdown, bill line items, billed charges, rates, as applicable, for that specific Service Agreement. (N)
 - (7) End-user information such as customer’s service voltage, the sub-Load Aggregation Point (SUBLAP), Pricing node (PNode), and the identity and contact information of the customer’s LSE, MDMA, and MSP. (T)

(Continued)



ELECTRIC RULE NO. 24
DIRECT PARTICIPATION DEMAND RESPONSE

Sheet 16

D. ACCESS TO CUSTOMER DATA (CONT'D.)

- 1. Access to Customer Energy-Related Data – Release of Information to Non-Utility DRP(s) (Cont'd) (T)
(T)
- (8) PG&E demand response programs, tariff schedules, and certain pilots, if any, in which the Service Agreement is currently enrolled and which affect the Service Agreement’s eligibility for DRP DR Service due to the dual participate restrictions under this Rule pursuant to Section C.2.d. (N)
Information related to Service Agreement’s participation in these identified PG&E demand response program(s), tariff schedule(s), and certain pilot(s).
As it is available, the earliest estimated date(s) on which the Service Agreement may disenroll from the PG&E demand response program(s), tariff schedule(s), and certain pilot(s) regardless of any direct financial consequence from PG&E. (N)
As it is available, the earliest estimated date(s) on which the Service Agreement may disenroll from the PG&E demand response program(s), tariff schedule(s), and certain pilot(s) without any contractual or program obligations under the terms and conditions of the PG&E program, tariff, or pilot that may result in financial or tariff implications such as but not limited to, losing bill protection or incentive payments, return of received incentives, and/or penalties. (N)
(N)
In accordance with Section C.1.c, PG&E, acting in its role as the UDC, will assess whether a customer Service Agreement submitted by a DRP to the CAISO’s Relevant System is participating in a PG&E program, tariff, or pilot referenced in this section. Programs conflicts are subject to change over time. (N)
(N)
- (9) Basic electric meter information including the number of meters, meter number, the type of meter and the intervals currently being collected by the meter. (T)
- b. The following occurs when a CISR-DRP is submitted:
 - (1) If PG&E is the Meter Service Provider, then the customer grants the Non-Utility DRP(s) permission to request that PG&E shorten the interval length of its electric meter(s), as made available by PG&E, when the Non-Utility DRP has successfully registered its Service Agreement with the CAISO. (T)
(L)
(L)

(Continued)



ELECTRIC RULE NO. 24
DIRECT PARTICIPATION DEMAND RESPONSE

Sheet 19

D. ACCESS TO CUSTOMER DATA (CONT'D.)

4. Customer Inquiries Related to Emergency Situations and Outages (Cont'd)

- b. It may be necessary for PG&E to shed or curtail customer load at the request of the CAISO, or as otherwise provided by CPUC authorized tariffs. PG&E shall provide notice to the Primary Non-Utility DRP as indicated in the CISR-DRP of such curtailments as soon as practical, however PG&E is not responsible to notify the Non-Utility DRP's Scheduling Coordinator. Nothing in this rule shall change the criteria for load-shedding established by the CAISO, the CPUC, or PG&E's operation procedures.
- c. PG&E shall continue to be responsible for implementing its own CPUC-approved DR programs.

(L)
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(L)
(T)/(L)
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(T)/(L)
(L)
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E. NON-UTILITY DRP DR SERVICE ESTABLISHMENT

Non-Utility DRPs enrolling Bundled Service customers must satisfy the following regulatory requirements, as they might apply, before the DRP can provide DRP DR Services in PG&E's service territory.

(T)/(L)
(L)
(T)/(L)
(L)
|

1. CPUC Registration Requirements

- a. Execute a Demand Response Provider Service Agreement (DRP Service Agreement – Form No 79-1160) with PG&E.
- b. Satisfy PG&E's credit requirements as specified in Section H.
- c. Execute a Demand Response Service Provider Registration Application Form with the CPUC and maintain a valid DRP registration at the CPUC.
- d. Non-Utility DRPs enrolling PG&E's residential and small commercial customers shall also provide the CPUC a performance bond under the name of the CPUC as a security deposit or financial guarantee bond in an amount pursuant to the matrix below and as specified in the CPUC Demand Response Service Provider Registration Application Form.

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(L)
(T)/(L)
(T)/(L)
|
(T)
|
(T)
(T)

Number of Customers	Security Deposit Amount
1 – 2,500	\$25,000
2,501 - 5,000	\$50,000
5,001 – 10,000	\$75,000
10,001 +	\$100,000

(D)
(L)

(Continued)



ELECTRIC RULE NO. 24
DIRECT PARTICIPATION DEMAND RESPONSE

Sheet 22

F. METERING SERVICES (CONT'D)

1. Meter Changes (Cont'd)

e. 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.

f. PG&E shall endeavor to complete the meter change request within fifteen (15) days of Service Agreement registration with the CAISO's Relevant Systems in the absence of a meter installation backlog or other circumstances beyond PG&E's control such as, but not limited to, delays in the installation of a communication line to the meter. PG&E shall provide notice of any current meter service backlog and estimate its next available installation date. However, if the Non-Utility DRP or the customer is willing to pay a fee to expedite the installation of the meter, PG&E will endeavor to accommodate the request. The fee shall be consistent with fees adopted by the CPUC.

g. If requested by the customer or the Non-Utility DRP, PG&E as the MSP will make available a KYZ pulse connection to the customer's meter so as to provide near real-time access to meter data to the Non-Utility DRP and the customer. The charge for the installation will be reasonable and consistent with CPUC-approved fees for similar services, and shall be paid for by either the customer or Non-Utility DRP. The installation shall not interfere with the normal operation of the meter. PG&E will endeavor to complete the installation of its pulse termination block (also known as the pulse interface box) within 15 days of payment by the Non-Utility DRP or customer. Resource and access constraints, or certain emergency conditions, may preclude PG&E from meeting this timeframe. In these instances, PG&E shall provide the Non-Utility DRP notice of the next expected available installation date.

2. MDMA Services Performed by PG&E

PG&E shall perform all MDMA services required for Non-Utility DRP DR Service for Bundled Service customers and Community Choice Aggregation Service customers. Also, PG&E shall perform MDMA services for those Direct Access Service customers that have elected PG&E to be its MDMA. MDMA obligations include but are not limited to the following:

a. Meters for each of the Non-Utility DRP's customers shall be read and converted into RQMD and transferred to the Non-Utility DRP or its designated agent pursuant to applicable standards.

b. PG&E shall provide the Non-Utility 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;

(Continued)



ELECTRIC RULE NO. 24
DIRECT PARTICIPATION DEMAND RESPONSE

Sheet 24

G. DISCONTINUATION OF SERVICE BY NON-UTILITY DRP (T)

1. Service Changes at the Individual Customer Level

The Non-Utility DRP may elect to discontinue providing DRP DR Service to its customers, or the customer may elect to disenroll from the program pursuant to any agreement between the Non-Utility DRP and its customers. Should the customer terminate electric service with PG&E, the customer is responsible for terminating its agreement with the Non-Utility DRP directly. For customers who change their LSE, the Non-Utility DRP is responsible for effectuating necessary changes in the CAISO's Relevant Systems. (T)

2. Service Changes at the CAISO Resource Registration Level

A customer enrolled in a Non-Utility DRP service as part of a Resource Registration at the CAISO may have its CAISO DR Service discontinued by its DRP due to the following conditions: (T)

- a. The CPUC terminates or revokes the Non-Utility DRP's registration or its ability to participate in CAISO's DR Services (T)
- b. The CPUC issues an order that otherwise prohibits the Non-Utility DRP from entering into a DRP Service Agreement with PG&E (Form 79-1160); (T)
- c. The Non-Utility DRP has materially breached its obligations under the terms and conditions of the DRP Service Agreement with PG&E (Form 79-1160); (T)
- d. The Non-Utility DRP exercises its contractual right to terminate the DRP Service Agreement with PG&E; (T)
- e. The Non-Utility DRP is no longer authorized by the CAISO to provide DR Services. (T)
- f. The CPUC revokes the Utilities' authority to participate in DR Service(s) activities. (T)

3. Discontinuation of DRP DR Service offering or provision by the Non-Utility DRP to a Subset of Customers or All Customers (T)

- a. The Non-Utility DRP is responsible for notifying affected customers, the LSE, PG&E, SC and the MDMA, if impacted, when it discontinues offering or providing DRP DR Service to a subset of or all customers and revokes the customers' authorization to transmit their data to the Non-Utility DRP(s). (T)
- b. If the Non-Utility DRP discontinues its offering or provision of DRP DR Services to a subset of or all customers, the Non-Utility DRP shall also notify the CAISO and the CPUC of its decision to do so and specify the date(s) on which service will be discontinued. The Non-Utility DRP will effect a termination of its Resource Registration with the CAISO. (T)

(L)

(Continued)



ELECTRIC RULE NO. 24
DIRECT PARTICIPATION DEMAND RESPONSE

Sheet 26

H. NON-UTILITY DRP CREDIT REQUIREMENTS REQUIRED BY PG&E (CONT'D.)

2. The Non-Utility DRP may establish its creditworthiness with PG&E through any one of the following (Cont'd.): (T)

b. Security Deposits

The Non-Utility DRP may submit and maintain a 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 bill that PG&E may expect to remit to the Non-Utility DRP 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 two times the monthly fees assessed by PG&E upon the DRP. 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 PG&E 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 PG&E prior to the DRP's participation in DRP DR Service. (T)

c. Security Deposit Payment Timetable

Non-Utility DRPs are obligated to post security deposits with PG&E prior to receiving certain services from PG&E which help facilitate their DR activities. PG&E shall provide notice to the Non-Utility DRP of the appropriate deposit amount upon receiving a service request from the Non-Utility DRP. Such a deposit shall be required at least three (3) days prior to PG&E providing its services to the Non-Utility DRP for DR activities. (T)

d. Interest on Cash Deposit

PG&E will pay interest on cash deposits as described in its Electric Rule 7. (T)

(Continued)



ELECTRIC RULE NO. 24
DIRECT PARTICIPATION DEMAND RESPONSE

Sheet 27

H. NON-UTILITY DRP CREDIT REQUIREMENTS REQUIRED BY PG&E (CONT'D.)

2. The Non-Utility DRP may establish its creditworthiness with PG&E through any one of the following (Cont'd.): (T)

e. Ongoing Maintenance of Credit

To ensure continued validity of established unsecured credit, the Non-Utility DRP shall promptly notify PG&E of any material change in its credit rating or financial condition. The Non-Utility DRP shall also furnish evidence of an acceptable credit rating or financial condition, as set forth above, to PG&E upon request. In the event PG&E determines that the Non-Utility DRP's, or the Non-Utility DRP's guarantor's, creditworthiness has materially changed, as set forth above, and the Non-Utility DRP, within 30 days written notice, does not rectify or provide a security deposit commensurate with the change in creditworthiness, then PG&E shall notify the CAISO that the Non-Utility DRP has defaulted on its credit requirements and is no longer eligible to participate as a DRP under PG&E's tariffs. (T)

f. Re-establishment of Credit

A Non-Utility DRP whose eligibility as a DRP has been terminated, revoked or suspended under this section may reestablish its creditworthiness by the provision of a security deposit, or by any other manner described in this Section H. (T)

I. COMPLAINT AND DISPUTE RESOLUTION PROCESSES

1. Disputes Involving Entities Subject to this Rule

Disputes arising under this Rule or Schedule E-DRP shall be resolved in accordance with the CPUC's complaint procedures, Article 4 of the Commission's Rules of Practice and Procedure. Parties may choose to seek resolution through the Alternate Dispute Resolution Processes available through the Commission. The Commission shall resolve complaints regarding customer agreement eligibility, whether brought by the DRP, PG&E or the customer, expeditiously. However, entities seeking damages related to this Rule must do so in court.

(Continued)



ELECTRIC RULE NO. 24
DIRECT PARTICIPATION DEMAND RESPONSE

Sheet 28

I. COMPLIANT AND DISPUTE RESOLUTION PROCESSES (CONT'D.)

2. Suspension or Revocation of Non-Utility DRP's Registration at the CPUC

Pursuant to the Commission's authority provided by California Public Utilities Code Sections 451, and 701 through 702, the CPUC's enforcement authority includes; but is not limited to, suspension or revocation of Non-Utility DRP registration and imposition of penalties and/or fines after appropriate due process. The CPUC's Consumer Affairs Branch (CAB) shall process and report to the Commission all informal consumer complaints against Non-Utility DRPs on a quarterly basis. (T)

If CAB staff determines, after consultation with Energy Division staff and facilitating mediation between a retail customer complainant and a Non-Utility DRP, that a resolution cannot be reached, the complaint may be escalated to the CPUC's Safety and Enforcement Division (SED). SED may consider taking appropriate enforcement action, including proposing for Commission consideration the suspension and/or revocation of the Non-Utility DRP's registration, and fines and/or penalties against the Non-Utility DRP. SED will notify the Non-Utility DRP, the CAISO, the relevant LSEs, and the UDC of such pending adverse action. The Non-Utility DRP that is the subject of the SED action may respond to such action consistent with the procedures provided in the Commission's Rules of Practice and Procedure. (T)

This process does not exclude alternative means of investigation of complaints regarding Non-Utility DRPs as provided by the CPUC's Rules of Practice and Procedure. Information regarding formal and informal complaint processes is available through the CPUC's Public Advisor's Office or at www.cpuc.ca.gov. (T)

Grounds for potential suspension or revocation of Non-Utility DRP's registration and/or penalties or fines are based on the statutes cited in this section and the Commission Decisions (D.)12-11-025 and 13-12-029. Examples of conduct that may violate these authorities include, but are not limited to: (T)

- a. Forgery of Rule 24 forms and other required documents or equivalent electronic process; (T)
- b. Use of deceptive or unclear advertisements or terms and conditions in contracts and customer letter; (T)
- c. Improper registration for servicing residential and small commercial customers (see DRP Registration Application Form);
- d. Failure in notifying customers when servicing residential and small commercial customers (see Section C.7);
- e. Failure in notifying PG&E and other impacted entities of a customer discontinuation of DR Services (see Section G.3);
- f. Violation of dual participation rules (see Section C.2.d)
- g. Non-payment of PG&E fees or credit/performance bond lapse. (see Sections E.1 and H). (T)

(Continued)



ELECTRIC RULE NO. 24
DIRECT PARTICIPATION DEMAND RESPONSE

Sheet 29

I. COMPLIANT AND DISPUTE RESOLUTION PROCESSES (CONT'D.)

2. Suspension or Revocation of Non-Utility DRP's Registration at the CPUC (Cont'd.)

- h. Unauthorized data transfer of customer specific data to others (see Section D.1.d);
- i. Invalid DRP Service Agreement (Form 79-1160) with PG&E and the CAISO (see Section E);
- j. Failure to fulfill the mutually agreed-upon terms and conditions, e.g., non-payment to the enrolled customers for services rendered (See Customer Notification Form Letter).
- k. Provision of faulty or misleading equipment/data to the customer by the DRP to the detriment of the customer.
- l. Maintenance of sufficient bond amount. (N)

3. Appeal of a Non-Utility DRP Suspension or Revocation at the CPUC (T)

A Non-Utility DRP may appeal in writing to the CAB regarding notification of suspension, revocation, or immediate revocation. To appeal the notification, the disqualified entity must first contact the CAB within thirty (30) days to discuss the issue. If the revoked entity has new information to provide the CAB, then it must be provided to CAB within thirty (30) days. If the revoked entity and the CAB cannot resolve the dispute, then the revoked entity can file a complaint using the CPUC's Formal Complaint process. Information on the formal Complaint process is available through the Public Advisor's Office at the CPUC or on CPUC's website: www.cpuc.ca.gov. (T)

J. ACRONYMS

The following acronyms are used within this Rule 24:

- (BPM) - Business Practice Manual
- (CAB) - CPUC's Consumer Affairs Branch
- (CAISO) - California Independent System Operator
- (CCA) - Community Choice Aggregation
- (CISR-DRP) - Customer Information Service Request for Demand Response Providers
- (CPUC) - California Public Utilities Commission
- (DA) - Direct Access

(Continued)



ELECTRIC RULE NO. 24
DIRECT PARTICIPATION DEMAND RESPONSE

Sheet 30

J. ACRONYMS (CONT'D.)

- (DASMMD) - Direct Access Standards for Metering and Meter Data
- (DLAP) - Default Load Aggregation Point
- (DR) - Demand Response
- (DRP) - Demand Response Provider
- (DRS) - Demand Response System
- (DRRS) - Demand Response Registration System (N)
(D)
- (ESP) - Electric Service Provider
- (FERC) - Federal Energy Regulatory Commission
- (LSE) - Load Serving Entity
- (MDMA) - Meter Data Management Agent
- (MSP) - Meter Service Provider (D)
- (PDP) - Peak Day Pricing (N)
- (PNode) - Pricing node (N)
- (RQMD) - Revenue Quality Meter Data
- (SA) - Service Agreement
- (SC) - Scheduling Coordinator
- (SUBLAP) - Sub-Load Aggregation Point (T)
- (SQMD) - Settlement Quality Meter Data
- (UDC) - Utility Distribution Company
- (VEE) - Validated, Edited, and Estimated