



AGREEMENT FOR AGGREGATORS PARTICIPATING IN THE EMERGENCY LOAD REDUCTION PROGRAM (GROUP A)

This Agreement (Agreement) for Group A Aggregators participating in the Emergency Load Reduction Program (ELRP) is entered into by and between Pacific Gas and Electric Company (PG&E), a California corporation,
and _____ (Aggregator),

a _____. PG&E and Aggregator may sometimes be referred to herein as a “Party” and collectively as the “Parties”.

WHEREAS, the California Public Utilities Commission (CPUC) has authorized the ELRP, as set forth in the latest Pacific Gas & Electric Company Emergency Load Reduction Program (ELRP) Pilot Group A Terms and Conditions pursuant to California Public Utilities Commission Decision 21-03-056, 21-06-027 and Decision 21-12-015, a current copy of which is attached hereto as **Attachment A** and incorporated herein by this reference (as the same may be amended from time to time by PG&E, hereinafter referred to as “PG&E’s Group A Terms and Conditions”), whereby PG&E pays eligible Aggregators for participating in certain sub-groups of the ELRP; and

WHEREAS, the CPUC has authorized the participation of aggregators in the ELRP, and Aggregator desires to participate in Sub-Group _____¹ of the ELRP (ELRP Sub-Group) subject to the PG&E Group A Terms and Conditions.

NOW, THEREFORE, in consideration of the mutual undertakings set forth below, the Parties agree as follows:

I. AGGREGATOR’S OBLIGATIONS

A. Status; Subject to Applicable PG&E Terms and Conditions. Aggregator’s status in the ELRP shall be as a “_____”² under PG&E’s Group A Terms and Conditions. Aggregator shall be subject to PG&E terms and conditions applicable to the ELRP and all associated legal and regulatory requirements (which terms, conditions and legal and regulatory requirements are hereby incorporated herein as an integral part of this Agreement), including, but not limited to, the rates, terms and conditions set forth in PG&E’s Group A Terms and Conditions.

B. Representation of Customers. Aggregator shall represent those customers in PG&E’s electric service territory eligible to participate in the ELRP Sub-Group, who have elected to participate through Aggregator with respect to such customer’s service agreement(s), by having appropriate contractual or other arrangements with each such eligible customer whereby such customer authorizes Aggregator, as its representative, to receive payments on behalf of such customer in connection with the customer’s participation, through Aggregator, in the ELRP Sub-Group. Aggregator shall be solely responsible for having the appropriate contractual or other arrangements with each customer whom Aggregator represents in the ELRP Sub-Group. PG&E shall not be responsible for monitoring, auditing, reviewing or enforcing such arrangements. Aggregator acknowledges and agrees that, in its representation of PG&E customers for the ELRP Sub-Group, Aggregator is subject to PG&E’s Group A Terms and Conditions and this Agreement.

¹ Specify applicable sub-group: A.2, Non-Residential Aggregators, / A.4, Virtual Power Plant (“VPP”) Aggregators, / A.5, Electric Vehicle (“EV”) and Vehicle-Grid-Integration (“VGI”) Aggregators.

² Specify type of aggregator for applicable sub-group: A.2, Non-Residential aggregator / A.4, VPP aggregator / A.5, VGI aggregator.



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C. Aggregator Service Establishment. Aggregator must submit an executed copy of this Agreement to PG&E before providing Aggregator services in connection with PG&E's Group A Terms and Conditions. The Agreement becomes effective upon the date of execution by PG&E (Effective Date).

D. Required Notice to Add or Delete Customers. Once Aggregator has entered into the appropriate contractual or other arrangements with each customer whom Aggregator represents in the ELRP Sub-Group, Aggregator can deliver to PG&E a "Notice to Add or Delete Customers Participating in the Emergency Load Reduction Program" in the form attached hereto as **Attachment B** (as the same may be amended from time to time by PG&E, the "Add/Delete Notice"), adding such customer's service agreement(s) (each a "Service Agreement") to Aggregator's portfolio for the ELRP Sub-Group. Each Add/Delete Notice shall be executed by the Aggregator and each affected customer. Aggregator shall notify PG&E that it has dropped a customer service agreement from its portfolio for the ELRP Sub-Group by delivering to PG&E an Add/Delete Notice signed by customer and Aggregator. Aggregator shall deliver such additional information to PG&E as specified in the Add/Delete Notice.

PG&E must approve each Add/Delete Notice before the Service Agreement(s) listed therein can be included in the Aggregator's portfolio for the ELRP Sub-Group. Additions to and deletions from the Aggregator's portfolio for the ELRP Sub-Group will be effective upon PG&E's approval date.

E. Secure Customer Participation in Measurement and Evaluation Activities. Aggregator shall agree, and shall cause each customer whom Aggregator represents in the ELRP Sub-Group to agree, to (i) allow personnel from the California Energy Commission, PG&E, and their contracting agents reasonable access to customer's facilities to conduct a site visit for measurement and evaluation of activities related to the ELRP; and (ii) participate in and complete any surveys needed to enhance the ELRP. Aggregator's failure to secure these agreements may result in the termination of this Agreement and/or a determination by PG&E that Aggregator is ineligible to participate in the ELRP.

F. Timeliness and Due Diligence. Aggregator shall exercise due diligence in meeting its obligations and deadlines under PG&E's Group A Terms and Conditions and this Agreement to facilitate customer participation through Aggregator in the ELRP.

G. Back-Up Generation Resources. Aggregators shall provide PG&E with information about their customers' back-up generators, including but not limited to, location of the generator(s), type(s) of fuel used, the nameplate capacity of the generator(s), the notice time, and the ramp time for the generator(s) that may be used during ELRP events and any other information required by PG&E's Group A Terms and Conditions.

H. Sub-Metering Certification and Election. For applicable ELRP sub-groups, Aggregators must provide documentation or certification of accuracy of the sub-meter for PG&E review and approval for use in ELRP performance and settlements. If sub-metering is PG&E approved, Aggregators must choose to elect sub-metering for the entire aggregation and must remain in effect unchanged for the entire program year.

I. Approved Sub-Metering Services. For applicable ELRP sub-groups, if approved by PG&E, Aggregators shall make best efforts to comply with current CPUC UDC standards established in decision 97-12-048 and the Retail Settlement and Information Flow (RSIF) workshops in order to provide PG&E sub-metered outputs that have been validated using validation, editing, and estimating rules as described in the CA VEE Rules, updated to add corollary information needed to characterize the customer, makes complete customer information for ELRP compensation. Aggregators must submit a Settlement Quality Meter Data (SQMD) Plan that includes testing, methods for collecting and validating meter data, and testing and auditing regimens to PG&E and review for approval prior to approval for sub-metering. If Aggregator is unable to meet all CA VEE rules, aggregator must provide justification and



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mitigation for not meeting CA VEE rules as part of their SQMD plan and submit for PG&E's review and approval. All meter data must be provided in a timely manner through PG&E approved secure file transfer in the PG&E defined file format.

J. Estimated Target Load Reduction Quantity. Aggregators shall provide PG&E with an estimated target load reduction quantity for their non-residential portfolio, VPP aggregation or, VGI aggregation, as applicable.

II. GENERAL TERMS

A. Definitions. Except where explicitly defined herein, the capitalized terms used in this Agreement shall have the meanings set forth in the latest PG&E's Group A Terms and Conditions.

B. Customer-Specific Usage or Meter Data. Upon the addition of a Service Agreement to an Aggregator's ELRP Sub-Group portfolio, if a customer has provided consent as set forth in the applicable Add/Delete Notice, usage or meter data for such Service Agreement will become available to the Aggregator on a going forward basis unless and until the customer revokes such consent.

C. Aggregator Services. Aggregator agrees that PG&E will have no obligations to a customer with respect to customer's participation in the ELRP Sub-Group. Such customers must look solely to the Aggregator to carry out the responsibilities associated with the Aggregator's services and any customer inquiries concerning an Aggregator's services should be directed to the Aggregator.

III. LIMITATION OF LIABILITIES

A. PG&E shall not be liable to the Aggregator for any damages caused by PG&E's conduct in compliance with, or as permitted by, PG&E's Group A Terms and Conditions, this Agreement and associated legal and regulatory requirements related to the ELRP.

B. PG&E's liability to Aggregator for any loss, cost, claim, injury, liability or expense, including reasonable attorneys' fees, relating to or arising from any act or omission in PG&E's performance of this Agreement shall be limited to the amount of direct damage actually incurred. In no event shall PG&E be liable to Aggregator for any indirect, special, consequential or punitive damages of any kind whatsoever, whether in contract, tort or strict liability.

C. Aggregator acknowledges and agrees that PG&E shall not be liable to any customer for any damages caused to the customer by, or resulting from (i) any failure by the Aggregator to comply with PG&E's Group A Terms and Conditions, this Agreement and associated legal and regulatory requirements, (ii) Aggregator's failure to perform any commitment to the customer or (iii) any acts, omissions or representations made by Aggregator in connection with soliciting customers for Aggregator's services or performing any of its functions as an aggregator in the ELRP.



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IV. PAYMENT

A. Payment Terms. During the term of this Agreement, subject to the Aggregator’s compliance with the obligations set forth in this Agreement, PG&E shall make any payments due to Aggregator (after deducting any amounts due to PG&E) pursuant to PG&E’s Group A Terms and Conditions by providing a check payable to Aggregator to the following address:

Name: _____
Attention: _____
Address 1: _____
Address 2: _____
City, State, Zip: _____

V. REPRESENTATIONS AND WARRANTIES

A. Each Party represents and warrants that it is and shall remain in compliance with all applicable laws.

B. Each Party represents and warrants that (a) it has the full power and authority to execute and deliver this Agreement and to perform its terms and conditions; (b) the execution, delivery and performance of this Agreement have been duly authorized by all necessary corporate or other action by such Party; and (c) this Agreement constitutes such Party’s legal, valid and binding obligation, enforceable against such Party in accordance with its terms.

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

D. With each submission of an Add/Delete Notice with respect to the addition of any customer to Aggregator’s portfolio for the ELRP Sub-Group and until the date on which PG&E processes an Add/Delete Notice requesting the removal of such customer from Aggregator’s portfolio for the ELRP Sub-Group, Aggregator represents and warrants that:

1. Such customer is eligible to participate in the ELRP Sub-Group and has elected to participate in the ELRP Sub-Group through the Aggregator; and
2. Aggregator has entered into the appropriate contractual or other arrangements with such customer whereby such customer has authorized Aggregator to receive payments from PG&E on behalf of such customer in connection with such customer’s participation in the ELRP Sub-Group.

VI. TERM

The term of this Agreement shall commence as of the Effective Date and shall continue in full force and effect until March 31, 2026, unless earlier terminated as provided in Section VII.

VII. TERMINATION

A. Aggregator Termination. Aggregator may request to terminate its participation in the ELRP Sub-Group by delivering written notice to PG&E requesting the termination of its participation in the ELRP Sub-Group. The termination will be effective as set forth in PG&E’s Group A Terms and Conditions.



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- B. Termination for Default. PG&E may immediately terminate this Agreement upon written notice to Aggregator if Aggregator breaches any material obligation under this Agreement and fails to cure such breach, and give notice of such cure to PG&E, within fifteen (15) calendar days after receiving written notice of the breach.
- C. Termination at CPUC Direction. PG&E may terminate this Agreement upon written notice to Aggregator if the CPUC orders the termination of this Agreement or PG&E's Group A Terms and Conditions.
- D. Effect of Termination. Upon issuance of a notice to terminate this Agreement, all Service Agreements will be removed from the Aggregator's portfolio as of the effective date of the termination.

VIII. INDEMNIFICATION

- A. Indemnification of PG&E. To the fullest extent permitted by law, Aggregator shall indemnify, defend and hold harmless PG&E, and its parent company, subsidiaries, affiliates and their respective shareholders, officers, directors, employees, agents, representatives, successors and assigns (collectively, the "Indemnified Parties"), from and against any and all claims, actions, suits, proceedings, losses, liabilities, penalties, fines, damages, costs or expenses, including without limitation reasonable attorneys' fees (Claim), resulting from (a) any breach of the representations, warranties, covenants and obligations of Aggregator under this Agreement, (b) any act or omission of Aggregator, whether based upon Aggregator's negligence, strict liability or otherwise, in connection with the performance of this Agreement, or (c) any third party (including customer) claims of any kind, whether based upon negligence, strict liability or otherwise, arising out of or connected in any way to Aggregator's performance or nonperformance under this Agreement.
- B. Defense of Claim. If any Claim is brought against the Indemnified Parties, Aggregator shall assume the defense of such Claim, with counsel reasonably acceptable to the Indemnified Parties, unless in the opinion of counsel for the Indemnified Parties a conflict of interest between the Indemnified Parties and Aggregator may exist with respect to such Claim. If a conflict precludes Aggregator from assuming the defense, then Aggregator shall reimburse the Indemnified Parties on a monthly basis for the Indemnified Parties' reasonable defense costs through separate counsel of the Indemnified Parties' choice. If Aggregator assumes the defense of the Indemnified Parties with acceptable counsel, the Indemnified Parties, at their sole option and expense, may participate in the defense with counsel of their own choice without relieving Aggregator of any of its obligations hereunder.
- C. Survival. Aggregator's obligation to indemnify the Indemnified Parties shall survive the expiration or termination of this Agreement.

IX. NOTICES

- A. Mailing Address. Except for payments, which shall be made pursuant to Section IV, any formal notice, request, or demand required or permitted under this Agreement shall be given in writing by PG&E and Aggregator, and shall be (a) mailed by first-class mail, (b) mailed by registered, certified, (c) mailed by overnight mail, (d) delivered by hand, or (e) e-mailed with confirmation as set forth below, to the other Party as indicated below, or to such other address as the parties may designate by written notice.



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To Aggregator:

E-mail: _____
Phone: _____

To PG&E:

E-mail: _____
Phone: _____

B. Notices. Notices delivered by hand shall be deemed received when delivered. Notices sent by e-mail shall be deemed received upon receipt. Notices delivered by first class mail shall be deemed received forty-eight (48) hours (not including weekends and holidays) after deposit, postage prepaid, in the U.S. mail, or if certified, registered or overnight mailing is used, as acknowledged by the signed receipt of mailing.

X. CONFIDENTIALITY

A. Confidentiality. Aggregator shall not disclose any Confidential Information obtained pursuant to this Agreement to any third party, including any affiliates of Aggregator, without the express prior written consent of PG&E. As used herein, the term “Confidential Information” means proprietary business, financial and commercial information pertaining to PG&E, customer names and other information related to customers, including energy usage data (Customer Information), any trade secrets and any other information of a similar nature, whether or not reduced to writing or other tangible form. Confidential Information shall not include: (a) information known to Aggregator prior to obtaining the same from PG&E; (b) information in the public domain at the time of disclosure by Aggregator; (c) information obtained by Aggregator from a third party who did not receive the same, directly or indirectly, from PG&E; or (d) information approved for release by express prior written consent of an authorized representative of PG&E.

B. Use of Confidential Information. Aggregator hereby agrees that it shall use the Confidential Information solely for the purpose of performing under this Agreement. Aggregator agrees to use at least the same degree of care Aggregator uses with respect to its own proprietary or confidential information, which in any event shall result in a reasonable standard of care to prevent unauthorized use or disclosure of the Confidential Information.

C. Authorized Disclosure. Notwithstanding any other provisions of this Section Aggregator may disclose any of the Confidential Information in the event, but only to the extent, that, based upon advice of counsel, Aggregator is required to do so by the disclosure requirements of any law, rule, regulation or any order, decree, subpoena or ruling or other similar process of any court, governmental agency or regulatory authority. Prior to making or permitting any such disclosure, Aggregator shall provide PG&E with prompt written notice of any such requirement so that PG&E (with Aggregator’s assistance if requested by PG&E) may seek a protective order or other appropriate remedy.



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D. Term. The confidentiality provisions set forth in this Section shall remain in full force and effect with respect to any Confidential Information until the date that is five (5) years after the date of PG&E's disclosure of such Confidential Information to Aggregator pursuant to this Agreement; provided, further, that such confidentiality provisions shall remain in full force and effect with respect to any Customer Information in perpetuity.

E. Remedies. The Parties acknowledge that the Confidential Information is valuable and unique, and that damages would be an inadequate remedy for breach of this Section and the obligations of Aggregator are specifically enforceable. Accordingly, the Parties agree that in the event of a breach or threatened breach of this Section by Aggregator, PG&E shall be entitled to seek an injunction preventing such breach, without the necessity of proving damages or posting any bond. Any such relief shall be in addition to, and not in lieu of, monetary damages or any other legal or equitable remedy available to PG&E.

XI. MISCELLANEOUS

A. Assignment. This Agreement, and the rights and obligations granted and/or obtained by Aggregator hereunder, shall not be further transferred or assigned by Aggregator without the prior written consent of PG&E. Any assignment in violation of this section shall be void.

B. Independent Contractor. Aggregator shall perform its obligations under this Agreement as an independent contractor, and no principal-agent or employer-employee relationship or joint venture or partnership shall be created with PG&E.

C. Choice of Law. This Agreement shall be carried out and interpreted under the laws of the State of California, without regard to any conflict of law principles thereof.

D. Resolution of Disputes. Any dispute arising between the Parties relating to the interpretation of this Agreement or to the performance of a Party's obligations hereunder shall be reduced to writing and referred to the Parties' designated representative for resolution. The Parties shall be required to meet and confer in an effort to resolve any such dispute. If the Parties are unable to resolve such dispute, except for matters and disputes with respect to which the CPUC is the proper venue for dispute resolution pursuant to applicable law or this Agreement, the federal and state courts located in San Francisco, California shall constitute the sole proper venue for resolution of any matter or dispute hereunder. The Parties submit to the exclusive jurisdiction of such courts with respect to such matters and disputes.

E. Waiver. Any failure or delay by either Party to exercise any right, in whole or part, hereunder shall not be construed as a waiver of the right to exercise the same, or any other right, at any time thereafter.

F. CPUC Jurisdiction: This Agreement shall be subject to all legal and regulatory requirements applicable to ELRP (including, without limitation, any decisions, orders or rules of the CPUC) and shall at all times be subject to changes or modifications as the CPUC may, from time to time, direct in the exercise of its jurisdiction.



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G. Entire Agreement; Amendments. This Agreement, including the Attachments listed below, sets forth the entire understanding of the Parties as to the subject matter hereof, and supersedes any prior discussions, offerings, representations or understanding (whether written or oral), and shall only be superseded by an instrument in writing executed by both Parties. This Agreement shall not be modified by course of performance, course of conduct or usage of trade.

Attachment A: PG&E's Group A Terms and Conditions

Attachment B: Notice to Add or Delete Customers Participating in the Emergency Load Reduction Program

H. Survival. Notwithstanding the expiration or termination of this Agreement, the Parties shall continue to be bound by the provisions of this Agreement, which, by their nature, survive completion or termination.

I. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

J. Headings. The headings contained in this Agreement are solely for the convenience of the Parties and shall not be used or relied upon in any manner in the construction or interpretation of this Agreement.

IN WITNESS WHEREOF, the authorized representatives of PG&E and Aggregator have executed this Agreement as of the Effective Date.

PACIFIC GAS AND ELECTRIC COMPANY

(Aggregator Company Name)

(Signature)

(Type/Print Name)

(Title)

(Date)



(Signature)

Nancy Lee

(Type/Print Name)

Program Manager

(Title)

(Date)



**AGREEMENT FOR AGGREGATORS
PARTICIPATING IN THE EMERGENCY
LOAD REDUCTION PROGRAM
(GROUP A)**

ATTACHMENT A

PG&E's Group A Terms and Conditions



**AGREEMENT FOR AGGREGATORS
PARTICIPATING IN THE EMERGENCY
LOAD REDUCTION PROGRAM
(GROUP A)**

**Pacific Gas & Electric Company Emergency
Load Reduction Program (ELRP) Pilot
Group A Terms and Conditions Pursuant to
California Public Utilities Commission Decision
21-03-056, 21-06-027 and 21-12-015**

May 1, 2023



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Program Overview

On March 26, 2021, the California Public Utilities Commission (CPUC or Commission) issued Decision (D.) 21-03-056 which approved the Emergency Load Reduction Program (ELRP) pilot, a demand response (DR) resource that is not bid or integrated into the CAISO market. The Commission subsequently issued D. 21-06-027 and D. 21-11-015 making modifications to the ELRP.

These are the Terms and Conditions of the ELRP pilot for potential participants and other interested parties and can change in whole or in part subject to CPUC approval. The ELRP will be administered by Pacific Gas and Electric Company (PG&E), Southern California Edison Company (SCE), and San Diego Gas & Electric Company (SDG&E) for their respective service territories. Any changes made to the ELRP Terms and Conditions will be published in revisions to this document and/or posted to PG&E's website and/or its ELRP Program Administrator's website. Other documents supporting the ELRP will be made available and updated from time to time at PG&E's website and/or its ELRP Program Administrator's website. PG&E has engaged Olivine, Inc., using the ClimateResponse™ Technology Suite to be the Program Administer for the ELRP at this time.

The ELRP pilot provides financial incentives to eligible participants that provide demand load reductions, or demand response, during times of potential or actual stress on the California Independent System Operator (CAISO) transmission system. The ELRP will be available starting May 1, 2021 and will end by October 31, 2025.

The ELRP does not provide capacity or enrollment incentives; rather, incentives are a pay-for-performance energy payment for a customer's verified incremental load reduction. The ELRP load reduction capacity is not eligible for Resource Adequacy (RA), nor in the California Energy Commission (CEC) peak forecast framework. ELRP does not have any California Independent System Operator (CAISO) market obligations.

1 Program Eligibility and Enrollment

2 Program Participant Criteria

ELRP eligible participants are divided into several sub-groups (A.1, A.2, A.3, A.4, and A.5). All customers must be located in PG&E's service territory and must have a PG&E approved interval meter or SmartMeter™ meter that can measure energy consumption at least hourly, and if applicable, can measure



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exported energy.¹

Group A: Select customers and aggregators not participating in DR programs

- Sub-Group A.1. – Non-Residential Customers
- Sub-Group A.2. – Non-Residential Aggregators
- Sub-Group A.3. – Rule 21 Exporting Distributed Energy Resources (DERs)
- Sub-Group A.4. – Virtual Power Plants (VPP) Aggregators
- Sub-Group A.5. – Electric Vehicle (EV) and Vehicle-Grid Integration (VGI) Aggregators

Additional descriptions for each of these 5 sub-groups are provided below.

3 Sub-Group A.1 – Non-Residential Customers

Bundled and unbundled non-residential customers that meet all of the following criteria may directly participate in ELRP:

- Customer's service account is classified as non-residential²; and
- Customer's service account must be able to reduce load by a minimum of one kilowatt during an ELRP event; and
- Customer's service account is not simultaneously enrolled in another DR program offered by an IOU, demand response provider (DRP), or Community Choice Aggregator (CCA), with the exception that dual enrollment is allowed in PG&E's Base Interruptible Program (BIP) subject to compliance with the BIP tariff.

If an eligible BIP customer is participating with a BIP aggregator and their BIP aggregator chooses to participate in the ELRP, then the BIP customer must participate under Sub-Group A.2. If the customer's BIP aggregator chooses not to participate in ELRP, then a BIP customer may enroll and participate in ELRP under Sub-Group A.1.

4 Enrollment Process for Sub-Group A.1

Qualifying individual customers can directly apply and enroll with PG&E at elrp.olivineinc.com. At the time of enrollment, or at designated times during the ELRP pilot, customers must nominate, unless exempt, an estimated target load reduction quantity to be achieved during an ELRP event and, if applicable, must provide information about their back-up generation (BUG), including: (1) location (address), (2) type of fuel used (e.g., diesel,

¹ 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.

² Non-residential consists of Commercial, Industrial and Agricultural as well as Small Medium Business.



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natural gas, battery, etc.), (3) the nameplate capacity of the generator, (4) the notice time for the generator, and (5) the ramp time for the generator that may be used during ELRP events.

BIP customers who are currently enrolled with a third-party aggregator should contact their aggregator for enrollment options.

5 Disenrollment Process for Sub-Group A.1

Sub-group A.1 participants can disenroll from the ELRP by contacting the Program Administrator under Section 1.1.1.1 titled Enrollment Process with a 30-day written notice. The disenrollment will become effective within 30 days after the written notice is received.

6 Sub-Group A.2 – Non-Residential Aggregators

Third-party, non-residential aggregators—including those participating in PG&E’s Base Interruptible Program (BIP)—are eligible to participate in ELRP. Aggregators can only add bundled and unbundled non-residential service accounts for ELRP that meet the following criteria:

- Customer’s service account is classified as non-residential; and
- Customer’s service account is not simultaneously enrolled in another DR program offered by an IOU (with the exception of BIP), demand response provider (DRP), or Community Choice Aggregator (CCA).

BIP aggregators must enroll their entire BIP portfolio. The aggregated resource capacity meets or exceeds 500 kW for non-BIP aggregators.

7 Application Process for Sub-Group A.2

Sub-Group A.2 applicants can enroll into the ELRP by contacting the Program Administrator under Section 1.1.1.1 titled Enrollment Process.

At the time of enrollment, or at designated times during the ELRP pilot, non-residential aggregators must nominate an estimated, portfolio load reduction quantity to be achieved during an ELRP event and provide information about their customer’s back-up generation (BUG), including: (1) location (address), (2) type of fuel used (e.g., diesel, natural gas, battery, etc.), (3) the nameplate capacity of the generator, (4) the notice time for the generator, and (5) the ramp time that may be used during ELRP events.



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New BIP aggregators will need to affirm intent to participate in ELRP sub-group A.2 no later than April 15 of the program year and as part of enrollment, nominate an estimated, portfolio load reduction quantity no later than April 30 of the program year.

8 Disenrollment Process for Sub-Group A.2

Sub-Group A.2 participants can disenroll from the ELRP by contacting the Program Administrator under Section 1.1.1.1 titled Enrollment Process. Disenrollment requests are processed on an annual basis and requests must be received by April 15 of the program year otherwise, the disenrollment will not be effective until the following program year.

9 Sub-Group A.3 – Rule 21 Exporting Distributed Energy Resources

Bundled and unbundled non-residential customers that meet all of the following criteria may directly participate in ELRP:

- Customer's service account is not simultaneously enrolled in any market-integrated DR program offered by PG&E, a third-party DRP, or CCA; and

- Customer's service account possesses a behind-the-meter (BTM) Rule 21-interconnected device (including Prohibited Resources/BUG) with an existing Rule 21 export permit; and
- Customer's BTM Rule 21 physical interconnected device has a minimum capacity of 25 kW and is able to export a minimum of 25 kW for at least one hour in compliance with Rule 21 and other applicable regulations and permits during an ELRP event.

10 Application Process for Sub-Group A.3

Sub-Group A.3 applicants can enroll into the ELRP by contacting the Program Administrator identified under Section 1.1.1.1 titled Enrollment Process.

At the time of enrollment, or at designated times during the ELRP pilot, the applicant must nominate, unless exempt, an estimated target load reduction quantity for each eligible account to be achieved during an ELRP event and, if applicable, must provide information about their customer's back-up generation (BUG), including: (1) location (address), (2) type



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of fuel used (e.g., diesel, natural gas, battery, etc.), (3) the nameplate capacity of the generator, (4) the notice time for the generator, and (5) the ramp time for the generator that may be used during ELRP events.

11 Sub-Group A.3 Use of Virtual Aggregation

The use of a virtual aggregation may be elected by a customer at the time of enrollment. A virtual aggregation permits a customer with control over multiple electrically contiguous³ sites to aggregate the load and generation to fully utilize the sum of the net export allowed by any Rule 21 permit(s) associated with the sites. Virtual Aggregation application will be reviewed and approved by PG&E on a case-by-case basis.

12 Disenrollment Process for Sub-Group A.3

Sub-group A.3 participants can disenroll from the ELRP by contacting the Program Administrator under Section 1.1.1.1 titled Enrollment Process with a 30-day written notice. The disenrollment will become effective within 30 days after the written notice is received.

13 Sub-Group A.4 – Virtual Power Plants Aggregators

A third-party aggregator managing a BTM hybrid Virtual Power Plant (VPP) consisting of storage paired with net energy metering (NEM) solar and/or stand-alone storage deployed with residential (bundled or unbundled) and/or non-residential (bundled or unbundled) customers, whose VPP meet all of the following criteria, is eligible participate in ELRP:

- The VPP or any customer site within the aggregation is not simultaneously enrolled in a market-integrated DR program offered by PG&E⁴, a third-party DRP, or CCA; and
- All sites within the VPP aggregation are located within PG&E's service territory; and
- The aggregated BTM storage capacity of the VPP is a minimum of 500 kW, where the VPP size is determined by summing the Rule 21 interconnected capacity of the individual storage devices comprising the aggregation, and
- Each site within the VPP aggregation has a Rule 21 permit and operates in a manner compliant with existing rules and tariffs applicable to the site.

³ Per D. 21-12-015, "Two sites are considered electrically contiguous when they have electric service derived from the same utility distribution transformer secondary and there are no devices on the utility distribution system that can interrupt power flow to only one site."

⁴ Aggregators utilizing device-level metering for ELRP settlement may be eligible to dual participate in additional IOU DR programs.



AGREEMENT FOR AGGREGATORS PARTICIPATING IN THE EMERGENCY LOAD REDUCTION PROGRAM (GROUP A)

14 Application Process for Sub-Group A.4

Sub-Group A.4 applicants can enroll into the ELRP by contacting the Program Administrator identified under Section 1.1.1.1 titled Enrollment Process.

At the time of enrollment, or at designated times during the ELRP pilot, the VPP aggregator must nominate an estimated target load reduction for their VPP aggregation to be achieved during an ELRP event and, if applicable, must provide information about their customer's back-up generation (BUG), including: (1) location (address), (2) type of fuel used (e.g., diesel, natural gas, battery, etc.), (3) the nameplate capacity of the generator, (4) the notice time for the generator, and (5) the ramp time for the generator that may be used during ELRP events.

15 Disenrollment Process for Sub-Group A.4

Sub-Group A.4 participants can disenroll from the ELRP by contacting the Program Administrator under Section 1.1.1.1 titled Enrollment Process. Disenrollment requests are processed on an annual basis and requests must be received by April 15 of the program year otherwise, the disenrollment will not be effective until the following program year.

Sub-Group A.4 participants must nominate a non-zero estimated, portfolio load reduction quantity and failure to do so may result in disenrollment from the ELRP.

16 Sub-Group A.5 – Electric Vehicle (EV) and Vehicle-Grid Integration (VGI) Aggregators

A third-party aggregator managing a Vehicle-Grid-Integration (VGI) aggregation consisting of any combination of electric vehicles and charging stations – including those that are capable of managed one-way charging (V1G) and bi-directional charging and discharging (V2G) deployed with residential (bundled or unbundled) or non-residential (bundled or unbundled) customers that meets the following criteria, is eligible to participate in ELRP:

- The VGI aggregation or any customer site within the aggregation is not simultaneously enrolled in a market-integrated, supply-side DR program offered by PG&E⁵, third-party DRP, or CCA, and
- All sites within the VGI aggregation are located within PG&E's service territory, and

⁵ Aggregators utilizing device-level metering for ELRP settlement may be eligible to dual participate in additional IOU DR programs.



AGREEMENT FOR AGGREGATORS PARTICIPATING IN THE EMERGENCY LOAD REDUCTION PROGRAM (GROUP A)

- All sites within the VGI aggregation have operational electric vehicle supply equipment (EVSE), and
- Sites within the VGI aggregation that intend to implement V2G must have UL 1741 SA⁶ certification, any subsequent UL 1741 supplement certification as required in Rule 21 or Smart Inverter Working-Group recommended smart inverter functions and satisfies all other Rule 21 interconnection requirements, and
- The VGI aggregation can contribute Incremental Load Reduction (ILR) equal to or greater than 25 kW for a minimum of one hour during an ELRP event.

17 Application Process for Sub-Group A.5

Sub-Group A.5 applicants can enroll into the ELRP by contacting the Program Administrator identified under Section 1.1.1.1 titled Enrollment Process.

At the time of enrollment, or at designated times during the ELRP pilot, the VGI aggregator must nominate an estimated target load reduction quantity for their VGI aggregation to be achieved during an ELRP event and, if applicable, must provide information about their customer's back-up generation (BUG), including: (1) location (address), (2) type of fuel used (e.g., diesel, natural gas, battery, etc.), (3) the nameplate capacity of the generator, (4) the notice time for the generator, and (5) the ramp time for the generator that may be used during ELRP event.

18 Sub-Group A.5 Use of Virtual Aggregation

The use of a virtual aggregation may be elected by an aggregator at the time of enrollment. A virtual aggregation permits separately metered EVSE that have a Rule 21 Interconnection Agreement to be aggregated with other load and generation at an electrically contiguous⁷ host site. This aggregation will allow export from the EVSE to reduce the host site's load. Such aggregation will permit an amount up to the sum of the net exports allowed by all available Rule 21 Interconnection Agreements pertaining to the EVSE site and the host site.

⁶ Direct Current (DC) V2G EVSE that have UL 1741 certification, but not UL 1741 SA, may interconnect initially for the purposes of participating in the ELRP, subject to remaining Rule 21 interconnection requirements. PG&E reserves the right to terminate this exception after the 2024 ELRP season via a Tier 2 Advice Letter filing. Termination of this pathway would not affect previously interconnected EVSE.

⁷ Per D. 21-12-015, "Two sites are considered electrically contiguous when they have electric service derived from the same utility distribution transformer secondary and there are no devices on the utility distribution system that can interrupt power flow to only one site."



AGREEMENT FOR AGGREGATORS PARTICIPATING IN THE EMERGENCY LOAD REDUCTION PROGRAM (GROUP A)

Virtual Aggregation applications will be reviewed and approved by PG&E on a case-by-case basis.

19 Disenrollment Process for Sub-Group A.5

Sub-Group A.5 participants can disenroll from the ELRP by contacting the Program Administrator under Section 1.1.1.1 titled Enrollment Process. Disenrollment requests are processed on an annual basis and requests must be received by April 15 of the program year otherwise, the disenrollment will not be effective until the following program year.

Sub-Group A.5 participants must nominate a non-zero estimated, portfolio load reduction quantity and failure to do so may result in disenrollment from the ELRP.

20 Program Parameters

21 Program Availability

The ELRP has the following program parameters for all participants:

- Program Availability:
 - May – October
 - Seven (7) days per week
 - 4 p.m. to 9 p.m. (Pacific Time Zone)
- Event Duration:
 - 1-hour minimum; 5-hour maximum
- Annual Dispatch Limit:
 - Up to 60 hours
- Consecutive Day Dispatches
 - No constraints (limits)

22 Program Trigger

ELRP may be activated after the CAISO issues or declares an “Energy Emergency Alert (EEA)”. The EEA process is defined by the CAISO Operating Procedure 4420. The ELRP utilizes Day-Ahead (DA) and Day-Of (DO) triggers for Group A participants.

Sub-groups with a minimum dispatch requirement—as specified in Section 2.3—may have additional program triggers in response to forecasted or anticipated grid stress conditions which may be utilized in order to achieve the minimum dispatch requirement.



AGREEMENT FOR AGGREGATORS PARTICIPATING IN THE EMERGENCY LOAD REDUCTION PROGRAM (GROUP A)

23 Group A

PG&E shall notify Group A participants of the start time and end time of the ELRP event.

Notification can occur through email or text. Customers or participants with connected Automated Demand Response (AutoDR or ADR) technology may also receive a notification.

24 Sub-Group Minimum Dispatch

A minimum number of dispatch hours will be implemented within the program availability for sub-groups A.2 (Non-BIP), A.4 and A.5. The minimum dispatch hours for each sub-group are specified in the following table.

ELRP Sub-Group	Minimum Dispatch Hours
A.2 Non-Residential Aggregators (Non-BIP)	10
A.4 Virtual Power Plant Aggregators	20
A.5 Vehicle-Grid Integration Aggregators	30

25 Test Events

If an ELRP event or dispatch does not occur during the season, PG&E will conduct one test event, with a two-hour duration, per year for Group A.1 and A.3 participants. Group A.1 and A.3 participants, except for those relying exclusively on prohibited resources, are required to participate in test events. **Use of prohibited resources during a test event is not permitted and will not be compensated.** Otherwise, all other incremental load reduction delivered during the ELRP test event is eligible for ELRP compensation set forth in Section 3 below.

26 Compensation

Participation during an ELRP event is entirely voluntary, and no financial penalties will result from not meeting or exceeding the nominated target load reduction during the event.

Incremental load reduction (ILR) is defined as the load reduction achieved during an ELRP event incremental or relative to the non-event applicable baseline and/or any other existing commitment. Only ILR is eligible for compensation under ELRP.

Any load reduction technology may be used during an ELRP event to achieve ILR. BUGs or Prohibited Resources, except those located in a Disadvantaged Community⁸, may be used when permitted by a

⁸ Pursuant to Section 39711 of the Health and Safety Code, Disadvantaged Communities are defined as (1) Areas disproportionately affected by environmental pollution and other hazards that can lead to negative public health effects, exposure, or environmental



AGREEMENT FOR AGGREGATORS PARTICIPATING IN THE EMERGENCY LOAD REDUCTION PROGRAM (GROUP A)

Governor's Executive Order and in compliance with Rule 21 and other applicable regulations and permits during an ELRP event to achieve ILR, including during the overlapping period with an independently triggered event in a dual-enrolled DR program, but only for achieving load reduction incremental to any other existing commitment (e.g., under a dual-enrolled DR program).

If applicable, PG&E may withhold a Participant's ELRP incentives until data or information about the customers' back-up or onsite generation resources (e.g. Prohibited Resources) is provided. Participants are required to provide information about the location, type of fuel used, the capacity of the generator, the notice time for the generator and, the ramp time for the generator that may be used during ELRP events.

27 Incentive Rate

The ELRP Compensation Rate (ECR) is \$2 per kilowatt-hour (\$2/kWh)

28 Incentive Calculation

Compensation for load reduction delivered during an ELRP event is determined by calculating the product of event ILR and ECR, where the event ILR is defined as the sum of the positive and negative⁹ ILR calculated at the interval level across all intervals of a given event. Details are provided below.

29 Sub-Group A

All delivered ILR as a result of an ELRP event is eligible to receive compensation.

30 Baseline for Sub-Groups A.1, A.2, A.3, A.4 and A.5.

Steps for calculating a participant's ELRP baseline:¹⁰

- 1) Calculate the Energy Baseline (EB) – A service account must have at least 10 days of interval meter data available in PG&E's billing system to have a valid baseline. Only the hourly average usage for the hours included in the event will be included in the EB determination.
- 2) The EB and Adjusted Energy Baseline (AEB) will all be calculated at the service account level for customers directly enrolled in ELRP. The EB and AEB for customers

degradation and (2) Areas with concentrations of people that are of low income, high unemployment, low levels of homeownership, high rent burden, sensitive populations, or low levels of educational attainment. See also Health and Safety Code Section 116426.

⁹ Load increase relative to the baseline for non-exporting resources.

¹⁰ As it pertains to steps 2 and 3 under Section 3.2.1.1, PG&E seeks to limit the ELRP baseline to only one option for the ten-day selection or one option for the Day-Of adjustment by filing a Tier 1 Advice Letter consistent with D.21-03-056.

AGREEMENT FOR AGGREGATORS PARTICIPATING IN THE EMERGENCY LOAD REDUCTION PROGRAM (GROUP A)

enrolled through an aggregator will be calculated at the aggregated level. The EB and AEB will be calculated on an hourly basis using the average of the preceding *similar* days¹¹, excluding those days when the customer: (1) was subject to an ELRP event, or (2) an event for a dually enrolled DR program, if applicable, or (3) was subject to a grid outage. Critical Peak Pricing event days will not be excluded from the *similar* days in order to capture incrementality for ILR.

- 3) Calculate the Day-Of Adjustment Value (DOAV) – A DOAV shall not be less than 0.60 or greater than 1.40. The DOAV is a ratio of (a) the average load of the first three hours of the four hours prior to the event to (b) the average load of the same hours from the days selected in accordance with Step 2 above.
- 4) Calculate the Adjusted Energy Baseline (AEB) – A service account's AEB for an ELRP event is calculated by multiplying the EB by the DOAV.

31 Sub-Group A Special Conditions

- 1) In the case of customers dual enrolled in BIP and ELRP, for overlapping BIP and ELRP events, only the incremental reduction below the customer's pre-committed firm service level (FSL) for BIP is counted in ILR.
 - a. Load reduction by dual-enrolled BIP customers during an ELRP event outside of a BIP event is excluded from ILR (and not eligible for ELRP compensation).
 - b. Load reduction by dual-enrolled BIP customers during an ELRP event on a day with no BIP event is excluded from ILR (and not eligible for ELRP compensation).
- 2) For a customer on a CPP or RTP equivalent tariff, the ELRP baseline is deemed to be zero and only exported energy is counted in ILR for sub-group A.3. Any ILR during overlapping event hours are attributed to the ELRP for sub-group A.1.
- 3) If the customer has a Rule 21 interconnected device with export capability and permit, the customer may choose to count exported energy, up to their export rating, in ILR.

¹¹ For non-residential or mixed (e.g. residential and non-residential) aggregations, the 10 non-excluded weekdays will be selected for weekday events; for weekend and holiday events, the 4 non-excluded weekend and holiday days will be selected. For residential aggregations, the 5-in-10 weekday and 3-in-5 weekend and holiday methodology is used.



AGREEMENT FOR AGGREGATORS PARTICIPATING IN THE EMERGENCY LOAD REDUCTION PROGRAM (GROUP A)

In that case, the applicable ELRP baseline is modified to account for exported energy during non-event days and count exported energy in ILR.

32 Settlement Calculations for Sub-Group A.3.

The ELRP baseline defined under A.1 is utilized and modified to account for exported energy during non-event days and exported energy is counted in ILR.

33 Settlement Calculations for Sub-Group A.4.

The ELRP baseline defined under A.1 is utilized and modified to account for exported energy during non-event days and exported energy is counted in ILR.

The baseline method, as specified in Section 3.2.1.1, may be used with submetering.

Aggregators that elect to use sub-meter data for settlement purposes shall also comply with approved submetering services as outlined in the Aggregator Participation Agreement. The election to utilize submetering will apply to all locations within a single aggregation.

34 Settlement Calculations for Sub-Group A.5.

The ELRP baseline defined under A.1 is utilized and modified to account for exported energy during non-event days and exported energy is counted in ILR.

The baseline method, as specified in Section 3.2.1.1, may be used with submetering. Upon adoption by the CPUC, the submeter must meet applicable standards established by the CPUC. Aggregators that elect to use sub-meter data for settlement purposes shall also comply with approved submetering services as outlined in the Aggregator Participation Agreement. The election to utilize submetering will apply to all locations within a single aggregation.



NOTICE TO ADD OR DELETE CUSTOMERS PARTICIPATING IN THE EMERGENCY LOAD REDUCTION PROGRAM (GROUP A)

ATTACHMENT B

Notice to Add or Delete Customers Participating in the
Emergency Load Reduction Program



NOTICE TO ADD OR DELETE CUSTOMERS PARTICIPATING IN THE EMERGENCY LOAD REDUCTION PROGRAM (GROUP A)

Instructions: Aggregators and Customers use this notice to officially notify Pacific Gas and Electric Company (PG&E) of their intent to add or delete PG&E customers from the Aggregator’s Emergency Load Reduction Program (ELRP) _____¹¹ (Sub-Group) portfolio

PG&E may verify the information on this notice with the Customer.

Aggregator Company Name:	
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This notice adds or deletes a customer’s Service Agreements from the above named Aggregator’s ELRP Sub-Group portfolio. PG&E will review and approve each Service Agreement to be added to determine if it meets the minimum requirements for that Sub-Group as specified in PG&E’s ELRP Group A Terms and Conditions.¹² PG&E must approve each Service Agreement before the Service Agreement can be included in the Aggregator’s portfolio for the ELRP Sub-Group. Additions to the portfolio will be effective upon PG&E’s approval date. Deletions from the portfolio will be effective upon the date processed by PG&E.

By signing this notice, Aggregator and Customer understand that the Aggregator has the authority to act on behalf of the Customer in connection with the ELRP Sub-Group for the Customer’s Service Agreements. Such authority is subject to PG&E’s ELRP Group A Terms and Conditions, the Agreement for Aggregators Participating in the Emergency Load Reduction Program (Group A) and any associated legal or regulatory requirements.

Customer designates the above-named Aggregator to act on its behalf as its Aggregator pursuant to PG&E’s ELRP Group A Terms and Conditions for all purposes, including, but not limited to, the receipt of payments and the receipt of all notices sent by PG&E under the ELRP. Customer agrees that PG&E will have no obligations to Customer with respect to Customer’s participation in the ELRP Sub-Group. Customer agrees to look solely to the Aggregator to carry out the responsibilities associated with the Aggregator’s services and that any Customer inquiries concerning an Aggregator’s services should be directed to the Aggregator.

Customer understands and agrees that PG&E will provide its electric usage and electric meter data for the Service Agreements to Aggregator. Customer also agrees 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.

Customer acknowledges that Aggregator is not PG&E’s agent for any purpose. PG&E shall not be liable to Customer for any damages caused to the Customer by, or resulting from: (1) any failure by Aggregator to comply with PG&E’s ELRP Group A Terms and Conditions, the Agreement for Aggregators Participating in the Emergency Load Reduction Program (Group A) and any associated legal or regulatory requirements, (2) Aggregator’s failure to perform any commitment to the Customer or (3) any acts, omissions, or representations made by Aggregator in connection with Aggregator’s solicitation of Customer or with the Aggregator’s performance of any of its functions as an aggregator in the ELRP

This agreement at all times shall be subject to such modifications as the California Public Utilities Commission may direct from time to time in the exercise of its jurisdiction.

¹¹ Specify applicable sub-group: A.2, Non-Residential Aggregators, / A.4, Virtual Power Plant (“VPP”) Aggregators, / A.5, A.5, Electric Vehicle (“EV”) and Vehicle-Grid-Integration (“VGI”) Aggregators.

¹² Pacific Gas & Electric Company Emergency Load Reduction Program (ELRP) Pilot Group A Terms and Conditions pursuant to California Public Utilities Commission Decision 21-03-056, 21-06-027 and Decision 21-12-015, were [refiled on March 1, 2022 via Advice Letter ____]. Such terms and conditions are subject to periodic update.



NOTICE TO ADD OR DELETE CUSTOMERS PARTICIPATING IN THE EMERGENCY LOAD REDUCTION PROGRAM (GROUP A)

Customer [Company] ¹³ Name:		Aggregator Company Name:	
Signature:		Signature:	
[Name:]		Name:	
[Title:]		Title:	
Date:		Date:	

Aggregators must provide the information listed below as an attachment to this notice using the provided template.

¹³ Bracketed information to be included if Customer is a legal entity; otherwise delete.



NOTICE TO ADD OR DELETE CUSTOMERS PARTICIPATING IN THE EMERGENCY LOAD REDUCTION PROGRAM (GROUP A)

Notice by Aggregator to Add/Delete Customers							
(Please Print or Type Clearly)							
Aggregator Company Name: _____							
Add/ Delete	Customer Site Name	PG&E Account Number	Electric Meter Number	Service Address and City	EVSE Nameplate Capacity (kW)	A.5 Export Election (Yes / No)	
1.							
2.							
3.							
4.							
5.							
6.							
7.							
8.							
9.							
10.							
11.							
12.							
13.							
14.							
15.							
16.							
17.							
18.							
19.							
20.							



NOTICE TO ADD OR DELETE CUSTOMERS PARTICIPATING IN THE EMERGENCY LOAD REDUCTION PROGRAM (GROUP A)

Additional Declarations

CUSTOMER DECLARATIONS

Customers enrolling in the ELRP Sub-Group are required to declare the following for each back-up generator located on any sites they are enrolling:

1. The nameplate capacity (kw) of the generator
2. The fuel/energy type (i.e. diesel, natural gas, etc.) of the generator
3. The notice time needed for backup generation
4. The ramp time of the backup generator
5. Specify whether or not the service agreement where the generator is located is a co-generation site
6. Attest that the service agreement where the generator is located does not have a power purchase agreement

Aggregators must provide the information listed above as an attachment to this notice using the template provided below.

The Customer attests that any site not listed in the Back-up Generation attachment does not have backup generation.

#	PG&E Account Number	PG&E Meter Number	Nameplate Capacity (kW)	Fuel / Energy Type	Notice Time (HH:MM:SS)	Ramp Time (HH:MM:SS)	Co-generation Site (Yes/No)	Power Purchase Agreement (PPA) Attestation (Yes/No)	Intend to Utilize in Response to Event (if permitted ¹⁴) (Yes / No)
1.									
2.									
3.									
4.									
5.									
6.									
7.									
8.									
9.									
10.									
11.									
12.									
13.									

¹⁴ If the service agreement is in a disadvantaged community, a participant may not use back-up generation to achieve incremental load reduction (ILR) if the back-up generation is designated as a Prohibited Resource per California Public Utilities Commission Resolution E-4906. If the service agreement is not located in a disadvantaged community, the participant may only utilize the prohibited resource to achieve ILR during an ELRP event when permitted by a Governor's Executive Order and in compliance with Rule 21 and other applicable regulations and permits, including those imposed by the local air district.



NOTICE TO ADD OR DELETE CUSTOMERS PARTICIPATING IN THE EMERGENCY LOAD REDUCTION PROGRAM (GROUP A)

14.									
15.									
16.									
17.									
18.									
19.									
20.									

AGGREGATOR DECLARATIONS

If the Aggregator is in the A.2, Non-Residential Aggregator Sub-Group, the Aggregator nominates an estimated, portfolio load reduction quantity to be achieved during an ELRP event after giving effect to the addition(s) or deletion(s) requested by this notice as follows:_____.

If the Aggregator is a non-BIP aggregator in the A.2, Non-Residential Aggregator Sub-Group, the Aggregator hereby declares that after giving effect to the addition or deletion requested by this notice, the aggregated resource capacity of it's portfolio meets or exceeds 500 kW.

If the Aggregator is in the A.4, VPP Aggregator Sub-Group, the Aggregator nominates an estimated target load reduction for their VPP aggregation to be achieved during an ELRP event, after giving effect to the addition(s) or deletion(s) requested by this notice, as follows: _____.

If the Aggregator is in the A.5, EV or VGI Aggregator Sub-Group, the Aggregator nominates an estimated target load reduction quantity for their VGI aggregation to be achieved during an ELRP event, after giving effect to the addition(s) or deletion(s) requested by this notice, as follows: _____.