



## 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 San Diego Gas & Electric Company (“SDG&E”), a California corporation, and \_\_\_\_\_ (“Aggregator”), a \_\_\_\_\_. SDG&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 San Diego Gas & Electric Company Emergency Load Reduction Program Pilot Group A Terms and Conditions pursuant to [CPUC Decision 21-03-056, 21-06-027, 21-12-015, and 23-12-005] 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 SDG&E, hereinafter referred to as “SDG&E’s Group A Terms and Conditions”), whereby SDG&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 \_\_\_\_\_<sup>1</sup> of the ELRP (“ELRP Sub-Group”) subject to the SDG&E Group A Terms and Conditions.

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

### **1. AGGREGATOR’S OBLIGATIONS**

1.1. **Status; Subject to Applicable SDG&E Terms and Conditions.** Aggregator’s status in the ELRP shall be as a “\_\_\_\_\_”<sup>2</sup> under SDG&E’s Group A Terms and Conditions. Aggregator shall be subject to SDG&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 SDG&E’s Group A Terms and Conditions.

1.2. **Representation of Customers.** Aggregator shall represent those customers in SDG&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. SDG&E shall not be responsible for monitoring, auditing, reviewing or enforcing such arrangements. Aggregator acknowledges and agrees that, in its representation of SDG&E customers for the ELRP Sub-Group, Aggregator is subject to SDG&E’s Group A Terms and Conditions and this Agreement.

1.3. **Aggregator Service Establishment.** Aggregator must submit an executed copy of this Agreement to SDG&E before providing Aggregator services in connection with SDG&E’s Group A

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<sup>1</sup> 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.

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



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

Terms and Conditions. The Agreement becomes effective upon the date of execution by SDG&E (Effective Date).

1.4. 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 SDG&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 SDG&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 SDG&E that it has dropped a customer service agreement from its portfolio for the ELRP Sub-Group by delivering to SDG&E a Add/Delete Notice signed by customer and Aggregator. Aggregator shall deliver such additional information to SDG&E as specified in the Add/Delete Notice.

SDG&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 SDG&E’s approval date.

1.5. 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, SDG&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 SDG&E that Aggregator is ineligible to participate in the ELRP.

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

1.7. Back-Up Generation Resources. Aggregators shall provide SDG&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 SDG&E’s Group A Terms and Conditions.

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

1.9. Approved Sub-Metering Services. For applicable ELRP sub-groups, if approved by SDG&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 SDG&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



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

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

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

### **2. GENERAL TERMS**

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

2.2. 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 in a form acceptable to SDG&E (i.e. standard CISR form or other electronic approval), the 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.

2.3. Aggregator Services. Aggregator agrees that SDG&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.

### **3. LIMITATION OF LIABILITIES**

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

3.2. SDG&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 SDG&E's performance of this Agreement shall be limited to the amount of direct damage actually incurred. In no event shall SDG&E be liable to Aggregator for any indirect, special, consequential or punitive damages of any kind whatsoever, whether in contract, tort or strict liability.

3.3. Aggregator acknowledges and agrees that SDG&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 SDG&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.

### **4. PAYMENT**

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



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

Name: \_\_\_\_\_

Attention: \_\_\_\_\_

Address 1: \_\_\_\_\_

Address 2: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

**5. REPRESENTATIONS AND WARRANTIES**

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

5.2. 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.

5.3. 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.

5.4. 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 SDG&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:

5.4.1. 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

5.4.2. Aggregator has entered into the appropriate contractual or other arrangements with such customer whereby such customer has authorized Aggregator to receive payments from SDG&E on behalf of such customer in connection with such customer's participation in the ELRP Sub-Group.

**6. TERM**

The term of this Agreement shall commence as of the Effective Date and shall continue in full force and effect until March 31, 2028, unless earlier terminated as provided in Section VII.

**7. TERMINATION**

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

7.2. Termination for Default. SDG&E may immediately terminate this Agreement upon written notice to Aggregator if Aggregator breaches any material obligation under this Agreement and



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

fails to cure such breach and give notice of such cure to SDG&E, within fifteen (15) calendar days after receiving written notice of the breach.

7.3. Termination at CPUC Direction. SDG&E may terminate this Agreement upon written notice to Aggregator if the CPUC orders the termination of this Agreement or SDG&E's Group A Terms and Conditions.

7.4. 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.

### **8. INDEMNIFICATION**

8.1. Indemnification of SDG&E. To the fullest extent permitted by law, Aggregator shall indemnify, defend and hold harmless SDG&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.

8.2. 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.

8.3. Survival. Aggregator's obligation to indemnify the Indemnified Parties shall survive the expiration or termination of this Agreement.

### **9. NOTICES**

9.1. 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 SDG&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.

TO AGGREGATOR:



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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Email: \_\_\_\_\_  
Phone: \_\_\_\_\_

TO SDG&E:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Email: \_\_\_\_\_  
Phone: \_\_\_\_\_

9.2. 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.

**10. CONFIDENTIALITY**

10.1. 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 SDG&E. As used herein, the term “Confidential Information” means proprietary business, financial and commercial information pertaining to SDG&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 SDG&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 SDG&E; or (d) information approved for release by express prior written consent of an authorized representative of SDG&E.

10.2. 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.

10.3. 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 SDG&E with prompt written notice of any such requirement so that SDG&E (with Aggregator’s assistance if requested by SDG&E) may seek a protective order or other appropriate remedy.





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

10.4. 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 SDG&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.

10.5. 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, SDG&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 SDG&E.

### 11. MISCELLANEOUS

11.1. 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 SDG&E. Any assignment in violation of this section shall be void.

11.2. 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 SDG&E.

11.3. 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.

11.4. 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 Diego, 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.

11.5. 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.

11.6. 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.

11.7. 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



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

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: SDG&E’s Group A Terms and Conditions

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

11.8. 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.

11.9. 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.

11.10. 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 HEREOF, the authorized representatives of SDG&E and Aggregator have executed this Agreement as of the Effective Date.

_____ Aggregator Company Name	SAN DIEGO GAS & ELECTRIC COMPANY
_____ Signature	_____ Signature
_____ Type/Print Name	_____ Type/Print Name
_____ Title	_____ Title
_____ Date	_____ Date



# **Emergency Load Reduction Program (ELRP) Terms and Conditions Group A1-A5**

**February**

**26th**

**2024**

**UPDATED**

## **Emergency Load Reduction Program (ELRP) Terms and Conditions Group A**

These Terms and Conditions incorporate requirements from Decision D.21-03-056, D.21-06-027, D.21-12-015, and D.23-12-005 and reflect all changes from the original ELRP Terms and Conditions Dated April 26, 2021. The terms and conditions are detailed in the following sections.

1. Pilot Program Duration
2. Out of Market Framework
3. Program Parameters
4. Customer Eligibility and Enrollment
5. Program Event Triggers
6. Compensation

### **1. Pilot Program Duration**

ELRP duration will be seven years (2021-2027), with years 2023-2025 subject to review and revision in the Demand Response (DR) Applications proceeding expected to be initiated May 2022.

ELRP design aspects that are subject to review and revision include minimizing the use of diesel backup generators where there are safe, cost-effective, and feasible alternatives; consideration of local air pollution impacts on disadvantaged communities; and other modifications to make the program more effective and consistent with the state's decarbonization goals. To this end, PG&E, SCE, and SDG&E should collect data on backup generator participation in ELRP, including as location, type of fuel used, minimum notification time required to dispatch the generator, and the capacity of the generator, for years 2021 and 2022.

### **2. Out of Market Framework**

ELRP load reduction capacity will be excluded from the Resource Adequacy (RA) / California Energy Commission (CEC) peak forecast framework with no CAISO market obligations.

### **3. Program Parameters**

**Program availability:** May 1<sup>st</sup> – October 31<sup>st</sup>; seven days a week; 4 pm – 9 pm

**Event duration:**

- Sub-Groups A.1., A.2., A.3.: 1-hour minimum; 5-hour maximum
- Sub-Groups A.4., A.5.: 1-hour minimum, 3-hour maximum

**Annual dispatch limit:** Up to 60 hours

**Consecutive day dispatches:** No constraints

As discussed below, the program parameters for Residential ELRP may differ.

#### **4. Customer Eligibility and enrollment**

Eligible participants for ELRP are divided into two groups with several subgroups:

**Group A:** Customers and aggregators not participating in Demand Response (DR) programs.

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

**Group B:** DR providers participating in market-integrated supply-side Demand Response (DR) programs.

- B.1. Third-party DR Providers (DRPs)
- B.2. IOU Capacity Bidding Programs (CBPs)

At any time, a customer can participate in ELRP via either Group A or Group B, but not both groups at the same time. At any time, a Group A customer can participate in ELRP via only one sub-group under Group A. Eligibility criteria for each group are defined below.

**GROUP A ELIGIBILITY:** Customers and aggregators not participating in Demand Response (DR) programs.

At the time of enrollment, or at designated times during the ELRP pilot, Group A participants, will nominate an estimated target load reduction quantity to be achieved during an ELRP event. 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.

##### **A.1. Non-Residential Customers Eligibility and Enrollment**

Bundled and unbundled non-residential customers of an IOU who meet the following criteria are eligible to enroll and participate in ELRP:

- Customer's service account must be able to reduce load by a minimum of 1 kW during an ELRP event
- Customer is not simultaneously enrolled in another supply-side DR program offered by an IOU, third-party demand response provider (DRP), or community choice aggregator (CCA).

Qualifying individual customers can directly apply and enroll with SDG&E or our program administrator. At the time of enrollment, or at designated times during the ELRP pilot, customers must nominate 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, natural gas, battery, etc.), (3) the nameplate capacity, (4) the notice time, and (5) the ramp time for generators that may be used during ELRP events.

### **A.2. Non-Residential Aggregators Eligibility and Enrollment**

Third-party non-residential aggregators are eligible to participate in ELRP.

Non- Residential aggregators with aggregated bundled or unbundled non-residential customer resources meeting the following criteria are eligible to participate in ELRP:

- Customer's service account is classified as non-residential; and
- The aggregated resource is not simultaneously enrolled in a supply-side DR program offered by an IOU, third-party DRP, or CCA, and
- The aggregated resource capacity meets or exceeds Minimum the Aggregation Size Threshold at 500 kW

At the time of enrollment, or at designated times during the ELRP pilot, aggregators must nominate 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, natural gas, battery, etc.), (3) the nameplate capacity, (4) the notice time, and (5) the ramp time for generators that may be used during ELRP events.

### **A.3. Rule 21 Exporting DER Eligibility and Enrollment**

Bundled and unbundled non-residential customers of an IOU who meet the following criteria are eligible to enroll and participate in ELRP:

- Customer is not simultaneously enrolled in any market-integrated DR program offered by an IOU, third-party DRP, or CCA, and
- Customer possesses a behind-the-meter (BTM) Rule 21-interconnected device (including Prohibited Resources) with an existing Rule 21 export permit, and
- Customer's BTM Rule 21 interconnected device meets the Minimum Export Threshold of 25kW specified further below for at least one hour in compliance with Rule 21 and other applicable regulations and permits during an ELRP event.

NEM customers meeting the above requirements are eligible to participate in ELRP. Qualifying

individual customers can directly apply and enroll with SDG&E at [www.sdge.com/emergency-load-reduction](http://www.sdge.com/emergency-load-reduction). At the time of enrollment, or at designated times during the ELRP pilot, customers must nominate 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, natural gas, battery, etc.), (3) the nameplate capacity, (4) the notice time, and (5) the ramp time for generators that may be used during ELRP events.

#### **A.4. Virtual Power Plant Aggregators Eligibility and enrollment**

An aggregator managing a BTM virtual power plant (VPP) aggregation consisting of storage paired with net energy metering (NEM) solar or stand-alone storage deployed with residential (bundled or unbundled) or non-residential (bundled or unbundled) customers, whose VPP meet 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 an IOU, third-party DRP, or CCA, unless the ELRP A.4. payments to the aggregator are based on end use data and the customer site is enrolled in AC Saver.
- All sites within the VPP aggregation are located within the distribution service area of a single IOU, and
- The aggregated BTM storage capacity of the VPP meets the Minimum VPP Size Threshold 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.
- A customer participating in ELRP A.6 is permitted, at any time, to enroll in ELRP A.4. After SDG&E becomes aware that the Participant's service account has been enrolled in ELRP A.4 SDG&E will de-enroll the service account from ELRP A.6

NEM customers meeting the above requirements are eligible to participate in ELRP.

VPP aggregators interested in participating in ELRP should contact SDG&E at [drp@sdge.com](mailto:drp@sdge.com) or our program administrator. SDG&E may negotiate agreements with the VPP Aggregator to clarify other requirements as needed, including potential administration fees, to implement the Minimum Dispatch Hours and related ELRP compensation. If applicable, VPP Aggregators 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, (4) the notice time, and (5) the ramp time for generators that may be used during ELRP events.

#### **A.5. Vehicle-Grid-Integration Aggregators Eligibility**

An 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 an IOU, third-party DRP, or CCA, unless the ELRP A5 payments to the aggregator are based on end use data and the customer site is enrolled in AC Saver
- All sites within the VGI aggregation are located within the distribution service area of a single IOU, and
- The VGI aggregation can contribute Incremental Load Reduction (ILR) of at least 25 kW for a minimum of one hour during an ELRP event.
- Subject to Rule 21 interconnection requirements, any direct current (DC) V2G electric vehicle supply equipment (EVSE) that has UL 1741<sup>1</sup> certification but not UL 1741 SA certification, any subsequent UL 1741 supplement certification required in Rule 21, or Smart Inverter Working Group-recommended smart inverter functions may interconnect initially, but only for the purpose of participating in the ELRP.
- A customer participating in ELRP A.6 is permitted, at any time, to enroll in ELRP A.5. After SDG&E becomes aware that the Participant's service account has been enrolled in ELRP A.5 SDG&E will de-enroll the service account from ELRP A.6.

NEM customers with electric vehicles meeting the above requirements are eligible to participate in the VGI aggregation.

The use of a virtual aggregation may be elected by an aggregator at the time of enrollment. A virtual aggregation permits separately metered EVSEs that have a Rule 21 Interconnection Agreement with other load and generation at an electrically contiguous 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. Virtual Aggregation applications will be reviewed and approved by SDG&E on a case-by-case basis.

VGI aggregators interested in participating in ELRP should contact SDG&E at [drp@sdge.com](mailto:drp@sdge.com) or our program administrator. SDG&E may negotiate agreements with the VGI Aggregator to clarify other requirements as needed, including potential administration fees, to implement the Minimum Dispatch Hours and related ELRP compensation.

If applicable, the VGI Aggregators must provide information about their customer's back-up generation (BUG),

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<sup>1</sup> 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. SDG&E reserves the right to terminate this exception after the 2024 ELRP season.



including (1) location (address), (2) type of fuel used (e.g., diesel, natural gas, battery, etc.), (3) the nameplate capacity, (4) the notice time, and (5) the ramp time for generators that may be used during ELRP events.

## 5. Program Event Triggers

### Minimum Aggregation Dispatch Hours

Certain aggregated resources participating in ELRP have Minimum Aggregation Dispatch Hours, as follows:

- Sub-Group A.2. (Non- Residential Aggregators) = 10 hours
- Sub-Group A.4. (VPP Aggregators) = 20 hours
- Sub-Group A.5. (VGI Aggregators) = 30 hours

To meet the Minimum Aggregation Dispatch Hours, SDG&E will exercise discretion to dispatch aggregators in response to other forecasted or anticipated grid stress conditions, such as, high locational marginal prices in the CAISO markets, extreme heat waves, etc., and will notify aggregators of the start time and duration of the ELRP event to achieve the Minimum Aggregation Dispatch Hours.

### **ELRP will utilize both day-ahead (DA) and day-of (DO) triggers.**

ELRP may be activated after the CAISO issues or declares an Energy Emergency Alert (EEA) watch EEA 1, EEA 2, or EEA 3. The EEA process is defined by the CAISO Operating Procedure 4420<sup>2</sup>. The ELRP utilizes Day- Ahead (DA) and Day-Of (DO) triggers for Group A participants.

Sub-groups with a minimum dispatch requirement 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.

**Group A Test Events:** SDG&E will conduct one test event, with two-hour duration, per year for Sub-Group A.1. and Sub-Group A.3. participants. Each participant, except for those relying exclusively on prohibited resources, is required to participate in test events. **Use of prohibited resources during a test event is not permitted and should not be compensated.** Otherwise, all other incremental load reduction delivered during the ELRP test event is eligible for ELRP compensation Section below.

## 6. Compensation

Participation during an ELRP event is entirely voluntary, and no financial penalties will result from

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<sup>2</sup> When the CAISO completes the transition from the current AWE process to the North American Electric Reliability Corporation (NERC) Energy Emergency Alert (EEA) standards, the AWE declarations will be replaced with the equivalent NERC EEA level notices (e.g., EEA Watch, EEA-1, EEA-2, and EEA-3).

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 to the non-event applicable baseline and any other existing commitment. Only ILR is eligible for compensation under ELRP.

The ILR for an ELRP event is calculated by summing the differences (both positive and negative) between the participant's baseline and the recorded energy used for all intervals of the ELRP event.

Any load reduction technology may be used during an ELRP event to achieve ILR. BUGs or Prohibited resources, except those located in a Disadvantaged Community<sup>3</sup>, may be used when permitted by 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, SDG&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.

General ELRP compensation parameters for all customers include the following:

- After-the-fact pay-for-performance will be made at a prefixed energy-only ELRP Compensation Rate applied to ILR.
- There are no "capacity-like" payments.
- There are no penalties for non- or under-performance.

**The ELRP Compensation Rate for Group A is set at \$2 / kilowatt-hour (kWh) (or \$2000 / megawatt-hour (MWh)).**

#### **GROUP A COMPENSATION**

For Group A eligible participants, the compensation for load reduction delivered during an ELRP event is determined by calculating the product of ILR and ELRP Compensation Rate.

##### **A.1. Non-Residential Customer Compensation**

The ELRP baseline will be constructed according to the method described below.

- i. Calculate the Customer Specific Energy Baseline (CSEB) – A Customer service account must have at least 10 similar days of interval meter data available in

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<sup>3</sup> 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 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.

SDG&E's billing system to have a valid CSEB. Only the hourly average usage for the hours included in the event will be included in the CSEB determination. The CSEB and Adjusted CSEB (ACSEB) will all be calculated at the service account level. If the ELRP event occurs on a non-holiday weekday the CSEB will be calculated on an hourly basis using the average of the ten (10) preceding similar non-holiday weekdays. If the ELRP event occurs on a weekend or holiday the CSEB will be calculated on an hourly basis using the average of the four (4) preceding similar weekend or holiday days.

In both cases the similar days shall exclude those days when the account: (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 and time of use plus event days will not be excluded from the similar days in order to capture incrementality for ILR.

- ii. Calculate the Day-Of Adjustment (DOA) – A DOA shall not be less than 1.00 or greater than 1.40. The DOA is a ratio of (a) the average load of the first three hours of the four hours prior to the ELRP Event to (b) the average load of the same hours from the similar days used to calculate the CSEB in step 1 above. If either a or b are negative the DOA is equal to 1.
- iii. Calculate the Adjusted Customer Specific Energy Baseline (ACSEB) – An account's ACSEB for an ELRP event hour is calculated by multiplying the CSEB by the DOA. If the CSEB is negative, then the ACSEB is set equal to the CSEB.

### *Special Considerations*

1. If the customer has a Rule 21 interconnected device with export capability and permit, the customer may choose to count exported energy in ILR. In that case, the applicable ELRP baseline is modified to account for exported energy during non-event days and count exported energy in ILR.
2. If the customer is currently taking a CPP or real-time pricing (RTP) equivalent tariff, any ILR during overlapping hours between the dynamic rate and the ELRP event is attributed to ELRP.

#### **A.2. Non-Residential Aggregators Compensation**

Same guidelines as A.1 apply with the exception that the baseline will be calculated at the aggregated level.

#### **A.3. Rule 21 Exporting DER Compensation**

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 a customer not on a CPP or RTP equivalent tariff, 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.

Only during ELRP dispatch hours, a customer with control over multiple electrically contiguous sites is permitted to virtually 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. 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.

#### **A.4 Virtual Power Plant Aggregators Compensation**

The baseline for ELRP A1 will be used for aggregations of non-residential customers participating in A.4 with the exception that if submeter data is used the day-of adjustment (DOA) will not be applied. The baseline will be calculated at the aggregated level.

The baseline for residential A4 aggregations is described below. If submeter data is used the day-of-adjustment will not be applied. The baseline will be calculated at the aggregated level.

- i. Calculate the Customer Specific Energy Baseline (CSEB) – A customer service account must have at least 10 similar days of interval meter data available in SDG&E’s billing system to have a valid CSEB. Only the hourly average usage for the hours included in the event will be included in the CSEB determination. The CSEB will count net exports to the distribution grid. If the ELRP event occurs on a non-holiday weekday the CSEB will be calculated on an hourly basis using the average of the highest five (5) of the ten (10) preceding similar non-holiday weekdays. If the ELRP event occurs on a weekend or holiday the CSEB will be calculated on an hourly basis using the weighted average of the three (3) highest of the five (5) preceding similar weekend or holiday days.

In both cases the similar days shall exclude 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. Time of Use plus event days will not be excluded from the similar days in order to capture incrementality for ILR.

- ii. Calculate the Day-Of Adjustment Value (DOA) – A DOA shall not be less than 1.00 or greater than 1.40. The DOA is a ratio of (a) the average load of the first two hours of the four hours prior to the ELRP Event and the average of the last two of the four hours after the ELRP Event[6] to (b) the average load of the same hours from the days selected in accordance with Step 2 above. If either (a) or (b) are negative, the DOA is 1.0.
- iii. Calculate the Customer Specific Adjusted Energy Baseline (CSAEB) – when the

CSEB is greater than zero, the CSAEB will be calculated by multiplying the CSEB by the DOA. If the CSEB is less than zero, then the CSAEB is set equal to the CSEB.

The baseline method stated above may be used in conjunction with submetering once the CPUC has approved submetering protocols. 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.

#### **A.5 Vehicle-to-Grid Aggregators Compensation**

The A.5. baseline calculations will be the same as the A.4 baseline calculations described above. An EVSE meter or EVSE sub-meter if the EVSE is taking service through the host site meter, may be used to determine the ILR for ELRP settlement. Upon adoption by the CPUC, EVSE sub-meter, including the use of telematics, must meet applicable standards established by the CPUC.

Only during IOU dispatched hours, the VGI aggregator is permitted to virtually aggregate separately metered EVSE that have a Rule 21 Interconnection Agreement with other load and generation (if any) at an electrically contiguous host site to allow export from the EVSE to reduce the host site's load and export from such aggregation up to the sum of the net export allowed by any available Rule 21 Interconnection Agreements of the EVSE site and the host site.

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.

(End of Terms and Conditions for Group A, excluding A.6 Residential, found in attachment G)



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



**NOTICE TO ADD OR DELETE CUSTOMERS PARTICIPATING  
IN THE EMERGENCY LOAD REDUCTION PROGRAM**

Instructions: Aggregators and Customers use this notice to officially notify San Diego Gas & Electric Company (SDG&E) of their intent to add or delete SDG&E customers from the Aggregator's Emergency Load Reduction Program (ELRP) \_\_\_\_\_<sup>1</sup> (Sub-Group) portfolio

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

Aggregator Company Name: \_\_\_\_\_

This notice adds or deletes a customer's Service Agreements from the above-named Aggregator's ELRP Sub-Group portfolio. SDG&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 SDG&E's ELRP Group A Terms and Conditions.<sup>2</sup> SDG&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 SDG&E's approval date. Deletions from the portfolio will be effective upon the date processed by SDG&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 SDG&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 SDG&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 SDG&E under the ELRP. Customer agrees that SDG&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.

Commission (CEC), SDG&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 SDG&E's agent for any purpose. SDG&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 SDG&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)

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<sup>1</sup> 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.

<sup>2</sup> [San Diego Gas & Electric 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 June 1, 2023 via Advice Letter 4142-E-B]. Such terms and conditions are subject to periodic update.]





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.

Customer [Company] Name: <sup>3</sup>		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.

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<sup>3</sup> 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**

NOTICE BY AGGREGATOR TO ADD/DELETE CUSTOMERS (Please Print or Type Clearly)							
Aggregator Company Name: _____							
	Add/Delete	Customer Site Name	SDG&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.							



## Additional Declarations

### CUSTOMER DECLARATIONS:

Non-residential customers enrolling in the ELRP Sub-Group are required to declare whether they intend to utilize each back-up generator (BUG) to respond to ELRP event notifications located on any sites they are enrolling and provide a brief description of the generator for identification purposes. For each of the BUGs that the customer indicates they will use in response to ELRP events, the customer must specify the following:

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

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.

No.	SDG&E Account Number	SDG&E Meter Number	Generator Description	Intend to Utilize in Response to Event (if permitted <sup>4</sup> ) (Yes/No)	[Required if Intent to Utilize = Yes]				[Optional]	
					Nameplate/Capacity (kW)	Fuel/Energy Type	Co-Generation Site (Yes/No)	Power Purchase Agreement Attestation (Yes/No)	Notice Time (HH:MM:SS)	Ramp Time (HH:MM:SS)

<sup>4</sup> 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.



## **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-residential 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 their 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: \_\_\_\_\_.