APPLICABILITY

The Capacity Bidding Program (CBP) has a Day-Of Option and a Day-Ahead Option that are available to Aggregators, defined herein as an entity that aggregates one or more service accounts served under a residential or non-residential rate schedule, for the purposes of participating under this Schedule as an Aggregator. An Aggregator, third party or not, is subject to the terms and conditions of this Schedule and all applicable Agreements. Aggregators are eligible for compensation under this Schedule. When applicable, the Aggregator is responsible for Capacity Nomination bid penalties, not the Aggregator's individual service accounts. However, metering requirements must be met by participating service accounts as defined in special conditions, prior to participation under this Schedule.

This Schedule is not applicable to customers served under Schedules D-SDP, SEP, GS-APS-E, TOU-BIP, or AP-I. All customer currently receiving service under any streetlight, area Lighting, traffic control or wireless technology rate is not eligible to enroll in this Schedule. A customer’s participation in other demand response programs may affect a customer's eligibility for service under this Schedule (see Special Conditions).

Pursuant to Decision 18-11-029, except for the customers who grandfathered to continue the existing dual participation in accordance to Special Condition 20, all customers served under this Schedule are not eligible to dually enroll with CPP (Schedule CPP or Option CPP of an applicable TOU rate schedule).

TERRITORY

Within the entire territory served

RATES

All of the Otherwise Applicable Tariff (OAT) charges and provisions applicable to each service account of a participating Aggregator shall apply.

<table>
<thead>
<tr>
<th>Day-Of Option - Capacity Credit Rate ($/kW-month)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hours per Day</td>
</tr>
<tr>
<td>1 to 6</td>
</tr>
<tr>
<td>Jul</td>
</tr>
<tr>
<td>Aug</td>
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<td>Sept</td>
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<tr>
<td>Oct</td>
</tr>
<tr>
<td>Nov</td>
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<tr>
<td>Dec</td>
</tr>
</tbody>
</table>

(Continued)
Schedule CBP
CAPACITY BIDDING PROGRAM

(Continued)

Day-Ahead Option - Capacity Credit Rate ($/kW-month)

<table>
<thead>
<tr>
<th>Hours per Day</th>
<th>Jan</th>
<th>Feb</th>
<th>Mar</th>
<th>Apr</th>
<th>May</th>
<th>Jun</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 to 6</td>
<td>1.65</td>
<td>1.38</td>
<td>1.38</td>
<td>1.38</td>
<td>3.30</td>
<td>4.95</td>
</tr>
<tr>
<td>Jul</td>
<td>16.78</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Aug</td>
<td>19.53</td>
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<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Sept</td>
<td>10.45</td>
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<td></td>
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</tr>
<tr>
<td>Oct</td>
<td>1.93</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Nov</td>
<td>1.65</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Dec</td>
<td>1.65</td>
<td></td>
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</tr>
</tbody>
</table>

SPECIAL CONDITIONS

1. Definitions. The following Definitions are applicable to service provided under this Schedule:

   a. California Independent System Operator (CAISO): The California Independent System Operator Corporation, a nonprofit corporation that controls the transmission facilities of all participating transmission owners and dispatches certain generating units and loads. The CAISO is responsible for the operation and control of the statewide transmission grid.

   b. CAISO Demand Response Provider (CAISO-DRP): An entity that is responsible for delivering certain DR Services into the CAISO’s wholesale market and which has undertaken, in writing, by execution of the applicable agreement to comply with all applicable provisions of the CAISO Tariff. CAISO-DRP functions generally include registering customer Service Accounts in the CAISO’s relevant systems and working with a Scheduling Coordinator to bid into and settle with the CAISO market.

   c. Aggregator: An entity that aggregates one or more service accounts of one or more end-use customers, for the purpose of participating under this Schedule as an Aggregator.
SPECIAL CONDITIONS

1. Definitions (Continued)
   
   d. Sub-Load Aggregation Point (SLAP): A geographical area, whereby generation and/or transmission constraints are grouped for the purposes of determining needed load reductions under this Schedule.

   e. Default-Load Aggregation Point (DLAP): A geographic area corresponding to the IOU service area.

   f. Meter Data Management Agent: An entity that takes raw meter outputs, validates them using validation, editing and estimation rules, adds corollary information needed to characterize the customer, and makes complete customer information available to others for use in various applications.

   g. Day-Of Option: One Option type. The CBP Event will only be scheduled on a Day-Of basis, as determined by meeting the Program Triggers prescribed in Special Condition 4 of this Schedule.

   h. Day-Ahead Option: One Option type. The CBP Event will only be scheduled on a Day-Ahead basis, as determined by meeting the Program Triggers prescribed in Special Condition 4 of this Schedule.

   i. Key Factors in Payment Calculations
      
      1. Capacity Nomination = The amount of energy nominated per hour

      2. Default Adjustment Value (DAV) is the nameplate capacity value of the participating account’s Prohibited Resource provided at the time of attestation. If a participating account has multiple Prohibited Resource units at the same site, then the DAV is the sum of the nameplate capacity values from all Prohibited Resource units at the same site. For participating accounts who do not use their Prohibited Resource to reduce load during a Demand Response event, as described in Special Condition 18, b. (1) ii, the DAV will not be used in the calculation of the customer’s Recorded Reduction described in Special Condition 1. i. 3 and Special Condition 13. For participating account electing to use its Prohibited Resource to reduce load during a Demand Response event on the same site for the same service account, as described in Special Condition 18, b. (1) iii, the DAV is used to determine Recorded Reduction described in Special Condition 1. i. 3 and Special Condition 13.

      3. Recorded Reduction = Sum of aggregated customer Energy Baselines or Adjusted Energy Baseline (see Special Condition 12) per SLAP – Sum of Recorded kW per SLAP – Sum of DAVs per SLAP

      4. Shortfall Energy = Capacity Nomination – Recorded Reduction

      5. Shortfall Penalty = (Shortfall Energy) * CAISO hourly energy price for DLAP
SPECIAL CONDITIONS (Continued)

1. Definitions (Continued)
   i. Key Factors in Payment Calculations (Continued)

6. Delivered Energy Payment
   (a) Day-Ahead Market:
      a. May to October: Delivered Energy Payment = Recorded Reduction * $0.080/kWh
      b. All other months: Delivered Energy Payment = Recorded Reduction * $0.075/kWh
   (b) Real-Time Market Delivered Energy Payment = Recorded Reduction * $0.16/kWh

7. Energy Payment = Delivered Energy Payment – Shortfall Penalty

2. Agreements. Aggregators must execute all applicable Agreements prior to participation under this Schedule. Necessary Agreements may include Capacity Bidding Program Aggregator Agreement (Form 14-777), Authorization for Participation in Aggregated Demand Response Programs Form (Form 14-980), and Aggregator Remove Form (Form 14-933). Aggregators must be in full compliance with all terms of the Aggregator Agreement to participate in Schedule CBP.

3. Assignment to SLAP: SCE will assign each CBP customer to a Sub-Load Aggregation Point (SLAP). The CBP customer’s assigned SLAP may change over time. SCE will notify the Aggregator of any change to SLAP assignment. The effective date of the SLAP change will occur on the first day of the following calendar month.

4. CBP Events. CBP Events may be triggered on any weekday between the hours of 3 p.m. to 9 p.m., Monday through Friday, excluding holidays. A CBP Event can be scheduled on a Day-Of basis and on a Day-Ahead basis on any weekday except holidays.

CBP Event Triggers. A CBP Event may be triggered when any one of the following criteria is met.

   a. High temperatures; or
   b. Resource limitations; or
   c. A generating unit outage; or
   d. Transmission constraints; or
   e. CAISO Energy Emergency Alert (EEA) Watch, EEA-1, or EEA-2 Notice; or
   f. SCE system emergency; or
   g. A CAISO award in the Real-Time Market, based upon an energy price of $0.16/kWh; or
   h. An energy price based upon a short-term opportunity cost methodology resulting in the energy price to be within the 5 highest in the month per subLAP; or
   i. A CAISO award in the Day-Ahead Market based on an energy price,
      a) May to October: $0.080/kWh; or
      b) All other months: $0.075/kWh.

(Continued)
SPECIAL CONDITIONS (Continued)

5. CBP Test Events. Up to three (3) CBP Test Events may be called within each SLAP in each calendar year (see Special Condition 6 Event Limits). All notification protocols, as well as all applicable credits and penalties, will apply during CBP Test Events. A CBP Test Event can be scheduled on a Day-Of basis and on a Day-Ahead basis on any weekday except holidays.

6. Event Limits

<table>
<thead>
<tr>
<th>Product (See Special Condition 8)</th>
<th>Minimum Duration per Event</th>
<th>Maximum Duration per Event</th>
<th>Maximum Event Hours per Operating Month per SLAP Location</th>
<th>Maximum Events per Day</th>
<th>Maximum Events per Month</th>
<th>Maximum Test Events per Year per SLAP Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>Day-Of 1-6 Hours</td>
<td>1 Hours</td>
<td>6 Hours</td>
<td>30</td>
<td>1</td>
<td>5</td>
<td>3</td>
</tr>
<tr>
<td>Day-Ahead 1-6 Hours</td>
<td>1 Hours</td>
<td>6 Hours</td>
<td>30</td>
<td>1</td>
<td>5</td>
<td>3</td>
</tr>
</tbody>
</table>

7. Notification of a CBP Event/Test Event. SCE will provide notification of a CBP Event/Test Event via SCE’s designated CBP Internet Website. Notification may also be given via SMS text message, electronic mail, or by telephone. The Day-Ahead CBP Event/Test Event notice will be provided no later than 5 p.m. the calendar day before a Day-Ahead CBP Event/Test Event. The Day-Of CBP Event/Test Event will be scheduled at least one-hour prior to commencing the Day-Of CBP Event/Test Event.

8. Products. The combination of Day-Of or Day-Ahead Options and available hours is herein referred to as a Product. There are two available Products, which are listed below. An Aggregator may enroll one or more eligible service accounts under a single Product type and a single capacity bidding resource.

<table>
<thead>
<tr>
<th>Product</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
</tr>
<tr>
<td>2</td>
</tr>
</tbody>
</table>

9. Capacity Nominations

The Aggregator must specify which of its service accounts will participate in each Product and provide their Capacity Nomination at least five (5) days prior to the beginning of each operating calendar month. The Capacity Nomination is valid for the entire operating month. The Aggregator may not nominate the same service account for more than one Product and must nominate at least 100 kW within each SLAP.
SPECIAL CONDITIONS (Continued)

9. Capacity Nominations (Continued).

Aggregators must include the following information in their monthly Capacity Nominations:

1. Product selection;
2. Load Drop Estimate (LDE) for each nominated service account; and
3. SLAP designation.

A CAISO DRP may break or disaggregate the monthly Capacity Nomination for a given SLAP into smaller resources as needed to comply with the CAISO’s telemetry requirements. If a CAISO integrated CBP resource is broken up to comply with CAISO’s telemetry requirements, a CBP Aggregator’s Capacity Nomination and Recorded Reduction will be measured for the entire SLAP.

10. Cancellation of Capacity Nomination. A Capacity Nomination may be cancelled up until the time it is accepted by SCE.

11. California Energy Commission Site Visits. All Aggregators and all customers participating through the aggregators served under this Schedule automatically agree to allow the California Energy Commission, or its contracted agents, to conduct site visits for measurement and evaluation, and further agree to complete all program evaluation surveys.

12. Baseline.

The Aggregator must select either Ten (10)-Day Energy Baseline (10EB) or Ten (10)-Day Adjusted Energy Baseline (10AEB) for each non-residential service account it nominates for the operating month. If the Aggregator does not make a selection, then the 10EB is the default baseline. For each residential service account nominated for the operating month, a Five (5)-Day Adjusted Energy Baseline (5AEB) is the only option and will be applied to each residential service account. The 5AEB option is only available to residential accounts.

   a. 10-Day Energy Baseline (10EB): A service account must have at least 10 days of interval meter data available in SCE’s billing system to have a valid 10EB. Only the hourly average usage for the hours included in the event will be included in the 10EB determination. The 10EB and 10-Day Adjusted Energy Baseline (10AEB) will be calculated at the service account level. The 10EB and 10AEB will be calculated on an hourly basis using the average of the immediate past 10 weekdays, excluding holidays, of all applicable service accounts. The past 10 days will also exclude days when the customer: (1) was subject to a CBP Event, (2) was subject to a rotating outage, (3) was subject to a Critical Peak Pricing (CPP) Event, (4) was subject to an Optional Binding Mandatory Curtailment (OBMC) event, or (5) was interrupted.
SPECIAL CONDITIONS (Continued)


   a. 10-Day Adjusted Energy Baseline (10AEB): The 10AEB is the product of the 10EB and the Day-Of Adjustment (DOA). For the 10AEB, the DOA is the ratio of (a) the average load of the first 3 hours of the 4 hours prior to the event to (b) the average load of the same hours from the last 10 weekdays, excluding event days and holidays. The DOA value shall not be less than 0.60 or greater than 1.40. For any given event day, the DOA is the same for all hours of the event.

   b. 5-Day Adjusted Energy Baseline (5AEB): A service account must have at least 10 days of interval meter data available in SCE’s billing system to have a valid 5AEB. The 5AEB will be calculated at the service account level. For a given event, the five-day unadjusted energy baseline (5EB) will be calculated on an hourly basis using the average of the usage during that corresponding hour on the 5 days of the immediate past 10 weekdays, excluding holidays and event days, that have the highest usage during the same hours as the event. The 5EB is then multiplied by the DOA, which is the ratio of (a) the average load of the first 2 hours of the 4 hours prior to the event and the last 2 hours of the 4 hours after the event to (b) the average load of the same hours from the 5 days used to calculate the 5EB. The result is the 5AEB. The unadjusted 5EB is used only as an input to the 5AEB and cannot be selected by the Aggregator for any service account.

   d. Establishment of Energy Baseline

   10EB/10AEB/5AEB will be determined by SCE at the time the Aggregator is billed following a CBP Event/Test Event. The 10EB/10AEB/5AEB may vary for each hour and for each CBP Event/Test Event. An Aggregator must establish a valid 10EB/10AEB/5AEB prior to its eligibility to submit Capacity Nominations. Only the service accounts included in an Aggregator’s Capacity Nomination will be used in the establishment of an Aggregator’s 10EB/10AEB/5AEB.

13. Recorded Reduction. Recorded Reduction equals the difference between the sum of an Aggregator’s participating account’s baseline (whether 10EB, 10AEB or 5 AEB) and their recorded kW, less the sum of their DAVs, in a given SLAP during each hour of a CBP Event/Test Event occurring during a given Operating Month. The Recorded Reduction cannot be less than zero for purposes of calculating both Energy and Capacity payments.


   a. When there are zero CBP Events/Test Events triggered during an operating month, the Aggregator’s Energy Payment will be zero for that operating month.

   b. When there is one or more CBP Events/Test Events triggered during an operating month, the Delivered Energy Payment and Shortfall Penalty is calculated for each event hour. The Energy Payment consists of a Delivered Energy Payment and a Shortfall Penalty, as defined in Special Condition 1.i.

      (1) When the Recorded Reduction is 100-150% of the Capacity Nomination the Shortfall Penalty is zero. (Any Recorded Reduction in excess of 150 percent shall not be eligible for the Energy Payment).

      (2) When the Recorded Reduction is less than 100% of the Capacity Nomination, a Shortfall Penalty is generated from the Shortfall Energy times the California Independent System Operator’s (CAISO) hourly energy price for DLAP.

         \[
         \text{Shortfall Energy} = \text{Capacity Nomination} - \text{Recorded Reduction}
         \]

   \[i\] For purposes of calculating the Delivered Energy Payment and Shortfall Penalty, on an hourly basis the Recorded Reduction is summed by SLAP. For purposes of measuring performance each hour, the Capacity Nominations are summed for all SLAPs that were called in a given event hour, and compared to the Recorded Reduction.
### SPECIAL CONDITIONS (Continued)

15. Capacity Payment.

a. When there are zero CBP Events/Test Events called during an operating month, the Aggregator’s Capacity Payment shall equal the Capacity Nomination of a given Product multiplied by the applicable Capacity Credit Rate, as shown in the RATES section of this Schedule.

   \[
   \text{Capacity Payment} = \text{Capacity Nomination} \times \text{Capacity Credit Rate}
   \]

b. Delivered Capacity is the sum of the average Recorded Reduction for each SLAP that is triggered during the operating month plus the Capacity Nomination for the SLAP’s that are not triggered during the operation month.\(^1\)

When there is one or more CBP Events/Test Events called during an operating month, the Aggregator’s Delivered monthly Capacity Payment is adjusted based on performance shown in formulas under Special Condition 15. b.(1-4). Delivered Capacity determines performance.

1. When the Delivered Capacity is greater than or equal to 105 percent of the Capacity Nomination, the Capacity Payment shall equal 105 percent of the Capacity Nomination multiplied by the applicable Capacity Credit Rate, as shown in the RATES section of this Schedule.

   \[
   \text{Capacity Payment} = \text{Capacity Nomination} \times \text{Capacity Credit Rate} \times 1.05
   \]

2. When the Delivered Capacity is at least 75 percent of the Capacity Nomination, but no greater than 104.99 percent of the Capacity Nomination, the Capacity Payment will equal Delivered Capacity multiplied by the applicable Capacity Credit Rate, as shown in the RATES section of this Schedule.

   \[
   \text{Capacity Payment} = \text{Delivered Capacity} \times \text{Capacity Credit Rate}
   \]

3. When the Delivered Capacity is at least 60 percent of the Capacity Nomination, but no greater than 74.99 percent of the Capacity Nomination, the Capacity Payment will equal the Delivered Capacity multiplied by 50 percent of the applicable Capacity Credit Rate, as shown in the RATES section of this Schedule.

   \[
   \text{Capacity Payment} = \text{Delivered Capacity} \times 0.5 \times \text{Capacity Credit Rate}
   \]

---

\(^1\) An over-performance of one SLAP within a Product can offset the under-performance of a different SLAP within that same Product, but the offset cannot occur across Products.
15. Capacity Payment.

(4) When the Delivered Capacity is 59.99 percent of the Capacity Nomination, or less, the Capacity Payment will equal the Delivered Capacity minus 60 percent of the Capacity Nomination multiplied by the Capacity Credit Rate, as shown in the RATES section of this Schedule. (This will produce a negative dollar amount that will act as a charge to the Aggregator.)

$$\text{Capacity Payment} = (\text{Delivered Capacity} - (60\% \times \text{Capacity Nomination})) \times \text{Capacity Credit Rate}$$

16. Disbursement of Energy Payment and Capacity Payment. Aggregators will receive applicable CBP payments or charges, as calculated in Special Conditions 14 and 15 above, approximately thirty (30) days, but no later than sixty (60) days, after all service accounts nominated for the operating month have been billed. Payments to Aggregators will be in the form of a check, or other SCE-approved forms of electronic payment, or when such calculations result in a net charge, SCE shall bill the Aggregator accordingly.

17. Aggregator Services. SCE has no obligations under this Schedule to the service accounts of a customer who elects, or is required, to be included in an Aggregator’s list of participating service accounts. Customers with service accounts included in an Aggregator’s list of participating service accounts must work with their Aggregator to determine applicable CBP requirements and/or payments. With the exception of the metering requirements, all other provisions of this Schedule, including payments, are applicable only to the Aggregator, not the individual service accounts working through an Aggregator. SCE’s relationship, for purposes of his Schedule, is with the Aggregator not the individual service accounts of an Aggregator.
18. Use of Prohibited Resources:

a. Prohibited Resources.

Effective January 1, 2019, the following list of resources are prohibited in providing load reduction during demand response events: distributed generation technologies using diesel, natural gas, gasoline, propane, or liquefied petroleum gas, in topping cycle Combined Heat and Power (CHP) or non-CHP configuration (“Prohibited Resources”). The following resources are exempt from the prohibition: pressure reduction turbines and waste-heat-to-power bottoming cycle CHP, resources powered by fuel (e.g., renewable gas, renewable diesel, or biodiesel) that has received renewable certification from the California Air Resources Board, as well as energy storage resources not coupled with fossil fueled resources.

b. Attestation of Prohibited Resources

(1) Aggregator’s participating accounts must attest to one of the following conditions in order to participate in this Schedule
   i. Participating account does not have a Prohibited Resource onsite
   ii. Participating account does have a Prohibited Resource onsite and will not use the resource to reduce load during any demand response event. Customer must provide the number of unit(s) of Prohibited Resource onsite, and the DAV for the Prohibited Resource onsite (as defined in Special Condition 1.i.2).
   iii. Participating account does have a Prohibited Resource onsite and may have to use the resource(s) during demand response events for safety, health, or operational reasons. Customer must provide the number of unit(s) of Prohibited Resource onsite, and the DAV for the Prohibited Resource onsite (as defined in Special Condition 1.i.2).

(2) Form Requirement: Participating accounts must sign Form 14-980, Authorization for Participation in Aggregated Demand Response Programs Form. For participating accounts enrolled with an Aggregator prior to January 1, 2019, the Aggregator may use its own attestation form. Customers with multiple participating accounts enrolled through an Aggregator may submit one form for all participating accounts with the same attestation as described in Special Condition 18 b. (1). Each aggregator is responsible for submitting the completed attestation form for all its participating account(s) on this Schedule to SCE in a machine readable format, such as a comma-separated value (.csv) file, or other format acceptable by SCE. Participant’s signature for participating account(s) may be in an electronic format, including a “click.” Each Aggregator with active participating account(s) on this Schedule must submit a new Capacity Bidding Program Aggregator Agreement (Form 14-777) to SCE, after October 1, 2018 and no later than December 10, 2018.
SPECIAL CONDITIONS (Continued)

18. Use of Prohibited Resources (Continued):

b. Attestation of Prohibited Resources (Continued):

   (3) Initial Attestation: All existing participants must attest prior to December 10, 2018, and all new participants must attest at the time of enrollment.

   (4) Update Attestation: Participating accounts may update their attestation(s) with any of the following changes, if the change is supported by documentation that confirms the operational change, and can be verified by SCE or a Verification Administrator. Update of the Attestation may be subject to SCE’s approval.

      i. Add, remove or modify an onsite Prohibited Resource
      ii. Change the status of the use of Prohibited Resource(s) to reduce load during any demand response event
      iii. Change the Default Adjustment Value

   c. Verification of Attestation of Prohibited Resources:

      The Verification Administrator is an independent contractor responsible for verifying the Prohibited Resource attestations.

      (1) Customer compliance and participation may be subject to verification performed by a Verification Administrator and consequences associated with non-compliance.

      (2) Participation in this Schedule is contingent on complying with possible verification requests and facility access for site visits, as deemed necessary by the Verification Administrator. Compliance with Verification Administrator requests will be determined by the Verification Administrator.

      (3) If directed by the Verification Administrator, SCE may pay for the installation of monitoring equipment for purpose of verification of attestation in the test year 2019.

      (4) All participating accounts may be required to provide the Verification Administrator with written operating manifest(s), date and time stamped photo(s) of the Prohibited Resource unit(s), load curtailment plan(s), single line diagram(s), permit copy(ies), or other information and/or documentation about their onsite Prohibited Resource unit(s).
SPECIAL CONDITIONS (Continued)

18. Use of Prohibited Resources (Continued):

   d. Enforcement of Prohibition

   Verification Administrator is responsible to enforce the prohibition.

   (1) Type I Violation:

   i. Invalid Attestation: This type of infraction includes mistakes on the attestation that may be reasonably found to be clerical or administrative in nature, such as reporting a higher than actual nameplate capacity value of a Prohibited Resource or not including an onsite Prohibited Resource on the attestation, as long as the resource is not used to reduce load during a DR event. These instances of “Type I” infractions may be subject to a 60-day cure period for customer correction and aggregator validation. SCE or its Verification Administrator will notify the aggregators of any identified Invalid Attestation. Once notified, if the violation is not cured within 60 days, the participating account will be removed from this Schedule at the next regularly scheduled meter read date. Once removed from this Schedule, if the participating account is able to provide SCE with a valid attestation at the time of re-enrollment, the participating account may re-enroll at any time.

   ii. No Attestation: Any active customer's participating account that does not agree to the prohibition, by submitting an attestation by December 10, 2018, will be removed from this Schedule no later than its next regularly scheduled meter read date, but will be eligible to re-enroll subject to the submittal of the attestation.
18. Use of Prohibited Resources (Continued):

d. Enforcement of Prohibition of Resources (Continued):

(2) Type II Violation - Non-Compliance with the Prohibition: A Type II Violation is defined as a violation of the term(s) of its attestation when (a) the participating account that did not attest to any use of any Prohibited Resource, but is using a Prohibited Resource to reduce load during a demand response event, or (b) a participating account submits an invalid nameplate capacity value that is lower than the actual capacity value on the nameplate. SCE or its Verification Administrator will notify the participating accounts or the aggregators of any identified Type II Violation. A participating account identified with a single instance of a Type II Violation shall be removed from this Schedule for one year, and must wait 12 months to be eligible to re-enroll in this Schedule and all other “affected DR programs.” A participating account with two or more instances of Type II Violation shall be removed from this Schedule for a period of three years, and must wait 36 months to be eligible to re-enroll in this Schedule and all other “affected DR programs.” “Affected DR programs” are all DR programs and pilots subject to the prohibition requirements in Decision 16-09-056 and Resolution E-4906.

e. Dispute Resolution:

Participating accounts disputing a Type I or Type II Violation shall be permitted to engage in a dispute resolution process with the Verification Administrator, SCE, the California Public Utilities Commission (Commission), and, if applicable, the aggregator. The participating accounts, the aggregators, and SCE shall follow the Commission Alternative Dispute Resolution (ADR) and Formal Complaint processes to resolve disputes over verification issues.
19. Required Metering and Internet Communication Equipment. Each service account of a participating Aggregator must have an approved interval meter installed and operating prior to eligibility for service under this Schedule. The interval meter must be able to record energy usage data in hourly intervals. In addition to SCE, an MDMA may also read the meter on behalf of an Energy Service Provider (ESP) where one or more of an Aggregator’s participating service accounts are receiving Direct Access. Metering equipment (including telephone, or radio control communication device) must be in operation for at least 10 days prior to eligibility under this Schedule, for the purposes of establishing EB/AEB. An internet connection is also required for eligibility under this Schedule.

20. Relationship to Other Demand Response Programs. Customers’ service accounts enrolled in the Day-Of Option of this Schedule may also participate in an applicable RTP rate schedule, Schedules OBMC, and/or SLRP. Customers enrolled in CBP Day-Ahead Option may not dual-participate in SLRP or RTP rate schedules.

Only customers dually participating in this Schedule and CPP (Schedule CPP or Option CPP of an applicable TOU rate schedule) prior to October 26, 2018 are grandfathered to continue the existing dual participation. These grandfathered customers are capped at the megawatt level as of December 10, 2018. All other customers served under this Schedule are not eligible to dually enroll in CPP.

21. Customer-Owned Electrical Generating Facilities. Load reductions may be achieved by operating back-up or onsite generation. The Aggregator will be solely responsible for meeting all environmental and other regulatory requirements for the operation of such generation.

a. Where customer-owned electrical generating facilities are used to meet a part or all of the service accounts of an Aggregator’s electrical requirements, service shall be provided concurrently under the terms and conditions of this Schedule and the applicable Standby Schedule, Schedule S, Schedule TOU-8-S, or Schedule TOU-8-RTP. Parallel operation of such generating facilities with SCE’s electrical system is permitted. A Generation Agreement is required for such operation.

b. Customer-owned electrical generating facilities used solely for auxiliary, emergency, or standby purposes (auxiliary/emergency generating facilities) to serve the load of service accounts of an Aggregator during a period when SCE’s service is unavailable and when such load is isolated from the service of SCE are not subject to Schedules S, TOU-8-S, or TOU-8-RTP-S. However, upon approval by SCE, momentary parallel operation may be permitted in order for the customer to avoid interruption of load during a CBP Event/Test Event or to allow the service accounts of an Aggregator to test the auxiliary/emergency generating facilities. A Momentary Parallel Generation Contract is required for this type of service.
22. Holidays are defined as follows:

Holidays are New Year's Day (January 1), Presidents' Day (third Monday in February), Memorial Day (last Monday in May), Independence Day (July 4), Labor Day (first Monday in September), Veterans Day (November 11), Thanksgiving Day (fourth Thursday in November), and Christmas (December 25).