

# Business Demand Response Program Participation Agreement



Participant Business Name: \_\_\_\_\_

**Purpose:** Oklahoma Gas and Electric Company (“OG&E” or “Company”) is offering the Business Demand Response (BDR) Program as a voluntary program within the Oklahoma Demand Portfolio to reduce program participant(s) (“Participant”) load during peak periods with the aim of improving local and/or regional system reliability, offsetting forecasted system peaks that could result in future generation capacity additions, and/or providing a more economical option to generation or purchasing energy in the wholesale market. Participant curtailment may be requested for any of these reasons as determined by the Company.

**Availability & Eligibility:** The Oklahoma Commerce Commission (the “Commission”) has approved the Energy Efficiency Program Rider stating the general rules and regulations of the Demand Portfolio, under which the BDR Program is made available. All terms, provisions, rules, and regulations of the Commission-approved Energy Efficiency Program Rider relating to the Demand Portfolio are hereby incorporated herein by reference in the same force and effect as though fully set forth herein. The BDR program is available to OG&E Oklahoma commercial and industrial rate class customers, as well as Market Partner Participants (i.e., building equipment and service providers trained and approved by the Program Administrator) managing the program interactions on behalf of these customers. Customers that take service from the Company under retail rates or special agreements that provide compensation for demand management or behind-the-meter resource operations that correspond to the impacts incentivized under the BDR Program may not be eligible to participate and earn additional incentives through BDR. Incompatible rates and agreements include: any Variable Peak Pricing (“VPP”) rate, Load Reduction Rider, Flex Price, Day-Ahead Pricing, Rider for Interruptible Service (IS). To become a BDR Participant, a customer must demonstrate to the Company economic and technical feasibility for measurable and verifiable load curtailment. Participants may enroll in the Program either directly through the Company’s Program Administrator or through a Company-approved Market Partner under an independent third-party contract with the Market Partner. If a customer chooses to participate in BDR via a Market Partner, they will contract directly with and be paid by the Market Partner per the terms of their contract with the Market Partner. OG&E customer facilities that are engaged in offering demand response into the Southwest Power Pool (“SPP”) Integrated Marketplace directly or through a third-party Demand Response Aggregator are not eligible to participate in the BDR Program unless the Participant agrees to forgo SPP market participation during the applicable Curtailment Season Dates, Designated Event Days, and Designated Event Windows established in this Agreement. Eligibility will be evaluated based on the Account Number and associated Meter ID of the Enrolled Facilities listed in the **BDR Enrollment Form** or updated by Participant request to BDR@oge.com. Ongoing reporting will be required by the Participant in sufficient detail to enable the Company to monitor dual participation activity. Sufficiency of the reporting is subject to review and approval by the Company. The Participant is responsible for notifying the Company upon enrollment in the BDR Program of any activity undertaken by the Participant and the Enrolled Facilities to offer demand response into SPP markets. Once enrolled in BDR, the Participant must notify the Company by submitting notification to BDR@oge.com of an intent to begin to offer demand response into SPP markets as soon as is practicable and at least 15 days prior to the start of the Program Year (Jan 1 – Dec 31), and 60 days prior to intended SPP market participation. Participant acknowledges that failure to comply with these guidelines may result in Program disqualification and forfeiture of applicable incentives.

**Agreement Term & Renewal:** This Agreement will be renewed annually at the conclusion of each Program Year unless; (i) the Participant notifies the Company of an intent to terminate participation, (ii) the Company discontinues the Program for any reason in its sole discretion, or (iii) the Company terminates the Participant’s approval to participate due to a lack of measurable curtailable load or violation of the program rules. The terms of this Agreement will be re-evaluated and may be amended at this time or in any circumstances deemed necessary to reflect changes in policy issued or decisions rendered by the Oklahoma Commerce Commission and the SPP. The Company will provide Participants with notification of any amendments, and the Participant may accept amendments or choose to terminate participation at any time. The Participant must notify the Company of any intention to reduce their Curtailable Load or begin transferring demand response load reductions to SPP markets directly or via a Demand Response Aggregator as soon as is practicable.

**Curtailment:** To earn financial incentives described herein, the Participant will voluntarily curtail their enrolled Curtailable Load by executing their curtailment plan when notified by the Company during the designated Curtailment Event (“Event”) times specified below, throughout the term of this Agreement. The Company may amend this Agreement, including the CL if data indicates that the enrolled CL is no longer accurate. The Company will communicate with the Participant in advance of a curtailment event to increase Participant’s ability to successfully participate. The Company and Participant agree to the following Event criteria for the Program, and each Participant’s incentive will be based upon the [committed event parameters](#) outlined in their **BDR Enrollment Form**:

	Summer	Winter
<b>Curtailment Season Dates</b>	Jun 1 – Sept 30	Dec 1 – Mar 31
<b>Events per Season shall not exceed</b>	10	2
<b>Event Windows</b>	8 a.m. – 8 p.m.	
<b>Event Days</b>	Monday – Friday	

<b>Minimum number of events per Season</b>	
The lesser of 1 or each circumstance in which SPP enters Emergency Energy Alert conditions.	
<b>Event duration shall not exceed</b>	8 hours
<b>Minimum notification prior to an event</b>	1 hour

The Company reserves the right to require one (1) curtailment test each year to ensure the Participant's technical and operational capability of achieving their enrolled Curtailable Load reduction. If the Participant does not participate in the scheduled curtailment test, the Company reserves the right to suspend or terminate this Agreement. Curtailment tests do not count toward the minimum or maximum number of annual curtailment events for the Summer Season and will not be included in calculation of seasonal average performance. The Company reserves the right to cancel a scheduled curtailment event prior to the start time of such curtailment event at its sole discretion. However, if cancellation occurs less than two hours before the scheduled start time of a curtailment event, the canceled curtailment event will count toward the seasonal maximum number of events. Participant agrees to acknowledge receiving event notification(s) prior to designated event start time via the preferred communications method(s) as listed in Section C. Additionally, Participant acknowledges that Program staff will contact Participant prior to and/or during curtailment events to validate participation.

Self-generation as a curtailment method is restricted to Participants validating compliance pursuant to Environmental Protection Agency ("EPA") regulations that affect the use of reciprocating internal combustion engines. By executing this Agreement, the Participant certifies that it has reviewed the EPA regulations pertaining to its generating equipment and it hereby represents and warrants that any enrolled self-generation utilized in the BDR Program is in compliance with all of the currently applicable federal and/or local regulations. The Participant further acknowledges that the Company will not certify or maintain any records or report on behalf of the Participant's self-generation. The Company – as the local transmission and distribution system operator – attests that Participant will be dispatched in accordance with relevant reliability and emergency operation protocols, with the intention to mitigate local transmission and/or distribution limitations so as to avert potential instability or line overloads that could lead to the interruption of power supply in the local area or region.

**Participant Incentive:** The Company will provide a financial incentive to Participant on a "pay for performance" scale for their peak demand (kW) savings achieved. The Incentive Rate, Enrolled Curtailable Load, and other applicable terms are further described in the supplementary **BDR Enrollment Form** – the terms of which are incorporated herein by reference. The Company will rely on the information provided by the Participant in the **BDR Enrollment Form** to be complete and accurate in order to support BDR participation and incentive determination.

**Enrolled Facilities/Metering:** Participant affirms the Company provides electric service to the Enrolled Facilities located at the address(es) referenced in the **BDR Enrollment Form** and that any equipment necessary for BDR participation aside from electrical service equipment provided by the Company per applicable Customer Service Agreement(s) is the obligation of the Participant. The Participant agrees to make available staff for communication regarding the facility's curtailment capabilities throughout the duration of Agreement. If Participant requests to enroll multiple facilities under one Agreement, only for the purposes of participating in the BDR Program, individual service points with Company-installed meters at the Enrolled Facilities will be aggregated and tracked by the Company to determine curtailment performance. Additionally, if the participating company wishes for any account data including their facility metering data to be shared with a third-party, the Participant must provide a signed Letter of Authorization utilizing the Program's standard Letter of Authorization template to the Company stating name of the third-party being authorized, the information to be shared and dates of authorization.

**Marketing:** By executing this Agreement, Participant agrees that OG&E may use the Participant's name in promotional material, including but not limited to print advertising, for the BDR Program. OG&E will not disclose actual incentive payment amounts made without the Participant's written approval. Participant may opt out of this Marketing agreement by checking this box upon enrollment [ ] or submitting a written request.

**General Terms:** The Participant acknowledges that this Agreement is not assignable by the Participant without the written consent of Company. The Participant further acknowledges that all information provided to the Company for the purpose of determining whether the Participant is eligible for service under the Energy Efficiency Program Rider shall be retained by the Company and shall be governed by applicable Oklahoma Statutes, as amended from time to time. Should the Participant designate any such information as proprietary or confidential, the Company shall notify the Participant of any request for inspection or disclosure and shall use good faith efforts to secure an agreement or Commission order protecting the proprietary or confidential nature of such information; provided, however, no such notification shall be required regarding such disclosure if the disclosure is made to one or more representatives of the Commission, and: (i) the disclosure is governed by confidentiality agreements or standard protective orders issued by the Commission; (ii) the Company only discloses that portion of the confidential information required for the Commission review or proceeding; and (iii) the Company uses reasonable efforts to ensure that such confidential information is afforded confidential treatment throughout the Commission review or proceeding. This Agreement shall be governed in all respects by the laws of the State of Oklahoma and by the orders, rules, and regulations of the Commission. Any regulation or law prohibiting the execution of this Agreement, or its continuing execution will cancel the Agreement in place without penalty to either party. This Agreement may be replaced by a new agreement or revised by Amendment. Amendment changes will take effect on the date of signature.

**Signatures:**

**Participant**

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

**Date:** \_\_\_\_\_

**Company  
(OG&E)**

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

**Date:** \_\_\_\_\_