

**Before  
The Council of the City of New Orleans**

**Re: DISTRIBUTED ENERGY RESOURCE  
PROGRAM**

**DOCKET UD-24-02**

**SOLAR UNITED NEIGHBORS' PROPOSAL**

By and through its undersigned staff, Solar United Neighbors (“SUN”) respectfully submits this proposal to the Council of the City of New Orleans (“the Council”) and intervening Parties in the above captioned proceeding in response to the Council’s October 24, 2024 Resolution R-24-624, providing for program proposals by interested parties by December 20, 2024.

SUN is a national nonprofit organization formed in 2007. SUN works in all 50 states, Washington, D.C., and Puerto Rico, to advance the interests of solar customers and other supporters by advocating for policies and programs that grow the solar market and support a clean, resilient, and equitable energy system. SUN provides educational and consumer resources to assist customers considering investments in rooftop solar and other distributed energy resources. SUN’s advocacy is rooted in the premise that solar, battery storage and other supporting distributed energy resource technologies will create thousands of good-paying local jobs, keep energy dollars local, strengthen communities, provide human health and environmental benefits, and help drive down the costs of electricity for all ratepayers.

SUN has developed a model Distributed Power Plant (DPP), also known as a Virtual Power Plant (VPP), program for distribution utilities. SUN’s model tariff, attached to this filing, provides an example of a program that could be implemented in New Orleans after successful deployment of a pilot program funded through SERI credits.

SUN's model program includes an open access, standard offer tariff-based framework ("Model Tariff") to help accelerate DPP deployment. The Model Tariff builds on best practices and incorporates lessons learned from DPP programs operating in other parts of the country. Key principles of SUN's model DPP policy include:

### **1. Open Access**

SUN's Model Tariff is grounded in energy democracy principles. To be successful, a DPP program must allow any utility customer who wants to connect to a DPP with their home solar and battery system, electric vehicle, or smart thermostat to have a clear right to participate in such a program. A DPP policy should be technology inclusive, not exclusive to a technology option selected or created by a utility.

### **2. Energy Equity**

DPPs are inherently equitable in that they provide grid-wide savings and thus reduced energy costs for everyone, not just for those participating in the program. This allows utilities to share the benefits equitably among all ratepayers. However, SUN's policy goes further and provides that DPPs should provide incentives and compensation for individuals and families with low and moderate income (LMI) and for people living in environmental justice communities. To achieve their intended purposes, DPPs must be available to everyone. SUN's policy also builds on key financial incentives in recently enacted federal legislation, like Solar for All and direct pay credits for community service providers, to further create opportunities for energy equity.

### **3. Fair Compensation**

SUN's policy includes an upfront payment to participants at the time of enrollment in the program as well as ongoing performance payments when that customer provides energy to the utility. In order to be fair, compensation must be set at a high enough level to incentivize

participation, recognizing the value and benefits customers are bringing to the grid.

Compensation should also be locked in for a period of time (ideally at least 5 years) to provide certainty for the payback period of a customer's investments (solar, battery system, or other home improvements).

#### **4. Affordability & Cost Savings**

DPPs should achieve cost savings for both participating customers and for the utility. SUN's Model Tariff provides certainty to both participating customers and utilities about how and when home battery systems will be called upon to reduce peak load. By knowing these resources will be available when they are needed most, a utility is able to plan accordingly, reducing its reliance on more expensive energy resources. The cost savings of using lower-cost DPPs versus more expensive peak power plants are spread among all customers, helping to reduce rate hikes and keep electricity bills lower, even as electricity demand increases. By allowing customers to bundle systems through third-party service providers, SUN's policy also unlocks financing options and creates competition and economic efficiency.

#### **5. Facilitating Electrification**

While there is an initial focus on distributed energy rooftop solar coupled with battery storage, SUN's Model Tariff provides a framework for integrating other distributed energy resources such as electric vehicle batteries, heat pumps, smart thermostats, electric water heaters, and electric appliances. A DPP helps ensure that as customers are moving toward electrification, that shift in energy use creates tangible benefits to all users of our electric grid.

#### **6. Rapid Development and Scaling**

DPPs incorporate readily available, existing technology that will optimize use of the existing distribution and transmission systems of a utility. There is no need to wait through

permitting delays because systems are home and business based. Importantly, SUN's Model Tariff embraces the innovation and expertise of private, non-utility entities to implement cost-effective clean energy solutions. Here, the utility has a distributed energy resource management system (DERMS) in place already, further enabling a swift implementation period for any DPP program.

SUN appreciates the opportunity to propose this tariff to the Council and Parties and looks forward to discussion of timing and process to further develop the details to implement a DPP tariff at forthcoming technical workshops. Such details of programs in other parts of the country include, but are not limited to: 1) the amount of any upfront incentives or ongoing performance payments; 2) the value of any additional incentives for LMI customers; 3) program call hours (the months of the year and window of time each day that the utility may call upon the participating storage resources to help meet system peak needs); 4) opt-out provisions; 5) data portability standards and communication protocols; and 6) administrative costs and total projected project costs.

In conclusion, SUN supports the use of the SERI credits to incentivize participation in a DPP program through payment credits or compensation for customer adoption of battery storage resources to couple with distributed energy rooftop solar systems. Similar incentive programs through other utilities and state/local governments have been found to be highly cost effective in reducing coincident peak demand, creating cost savings for all customers. Importantly, based on peer learning from programs across the country, fixed upfront payments are necessary to drive participation in DPP programs. Fixed upfront payments lower the initial investment cost of storage systems, which in turn lowers risks to developers and system owners to incentivize deployment, while reducing implementation burdens for program administrators. This incentive

program will create value not just for participating customers but for all customers of the utility, creating cost-savings and resiliency to promote and achieve the goals and objectives set forth by the Council.

Thank you for your time and attention to these important issues, and for the Council's support in creating a just, equitable, resilient, and affordable energy system for all New Orleans residents.

Respectfully submitted on this 20th day of December, 2024,

/s/ Shannon Anderson

Shannon Anderson

Distributed Power Plant Policy Director

Solar United Neighbors

[sanderson@solarunitedneighbors.org](mailto:sanderson@solarunitedneighbors.org)

**Before  
The Council of the City of New Orleans**

**Re: Resolution and Order R-24-624 Re: Distributed Energy Resource Program**

**(Docket No. UD-24-02)**

**CERTIFICATE OF SERVICE**

I do hereby certify that I have, on this 20th day of December, 2024, served the foregoing PROPOSAL upon all other known parties of this proceeding by electronic mail.

A handwritten signature in black ink, appearing to read "Shannon Anderson", with a long horizontal line extending to the right.

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Shannon Anderson, Solar United Neighbors

**Utility Co., Inc.**

**Distributed Power Plant Program**

### Acronyms Used in This Document

AMI	Advanced Meter Infrastructure
BTM	Behind the Meter
DERs	Distributed Energy Resources
DERMS	Distributed Energy Resource Management System
DPP	Distributed Power Plant
FTM	Front of the Meter
kW	Kilowatt
kWh	Kilowatt hour
LMI	Low- and Moderate-Income

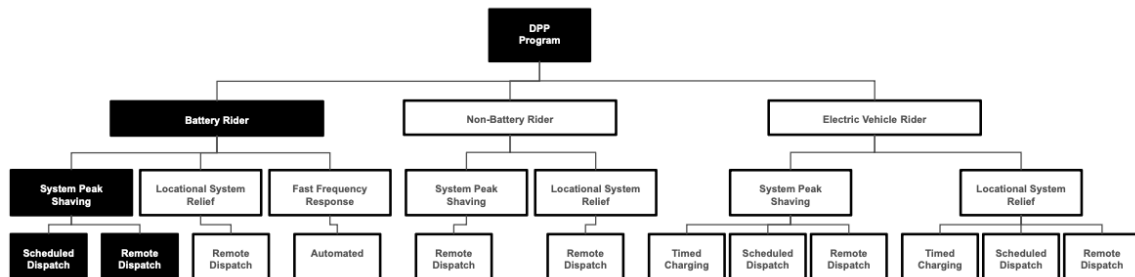


# Distributed Power Plant Program

## General Terms and Conditions

### A. PURPOSE

The Distributed Power Plant Program (“DPP Program” or “Program”) enables Participants (Aggregators or Customers that participate directly) to provide Grid Services from customer-sited Distributed Energy Resources (“DERs”). Customers enroll and participate in the Program either through an Aggregator or directly with the Company. The Aggregator and/or Company coordinates the operation of the enrolled DERs to deliver the specified Grid Service(s) in accordance with the terms of the tariff’s Rider(s) governing the respective Grid Service(s) provided. Participants are compensated pursuant to the compensation schedule for each Grid Service, as available under the Program Rider for each technology (the *Battery Rider*, the *Non-Battery Rider* and the *Electric Vehicle Rider*). The table below illustrates this framework, highlighting the Battery Rider with System Peak Shaving Grid Service opportunities for Scheduled and Remote Dispatch.



### B. DEFINITIONS

The following terms and definitions apply to the Program.

Aggregator – A third-party entity that enrolls Customers in the Program and coordinates the operation of Enrolled Devices. An Aggregator is a Participant in the Program.

Base Service Tariff – The underlying service tariff that includes rates and charges charged by the Company to provide electric service to a Customer.

Battery – A behind-the-meter (“BTM”) energy storage device and associated equipment that operate together to fulfill Program requirements.

## **Distributed Power Plant Program**

Capability Period – The calendar period during which Customers’ devices may be called upon to provide a Grid Service, as defined in the applicable Grid Service opportunity in the Program Rider.

[Commission – Public Utilities Commission or other applicable state agency that regulates electric utilities].

Committed Capacity – The capacity that a Customer makes available for dispatch during the Dispatch Window.

Company – name of utility company.

Customer – An active electric service account holder of the Company.

Customer Agreement – the agreement between a Customer and the Company governing the Customer’s participation in the Program.

Direct Participant – A Customer that enrolls in the Program directly with the Company rather than via an Aggregator.

Dispatch Window – The specific dates, time, and duration during which the Company may remotely call upon or schedule Eligible Devices to provide a Grid Service during a Capability Period.

Distributed Energy Resource (DER) – A customer or third party-owned BTM device, including but not limited to solar PV, batteries, smart thermostats, and electric vehicles, that provides energy and/or energy management capabilities for the Customer or the grid.

Eligible Device – A customer or third party-owned DER that meets the requirements for participation in the Program as specified in the relevant Program Rider.

Emergency Event – An event called by the Company with fewer than 24 hours notice.

Enrolled Customer – A Customer that participates in the Program through either an Aggregator or as a Direct Participant.

Enrolled Device – An Enrolled Customer’s Eligible Device, as specified in the relevant Program Rider.

Environmental Justice Community – [As defined by applicable state or insert federal definition].

## **Distributed Power Plant Program**

Existing Battery – A Customer-sited Battery that received permission to operate from the Company more than six months before the Customer's enrollment in the Program.

Grid Event – A grid condition for which the Company schedules or remotely dispatches Enrolled Devices to respond to as specified in the Grid Service opportunities for each Program Rider.

Grid Service – A capacity, energy, or ancillary service that supports grid operations.

Grid Service Export Credit – Value equal to the retail cost of a kilowatt hour (kWh) as charged by the Company at the time of a Grid Event and applied as a credit to the Enrolled Customer's monthly bill for all kWhs exported from an Eligible Device during a Grid Event.

Interconnection Agreement – The agreement between a Customer and the Company that governs the terms of interconnection and operation of certain Customer-sited devices interconnected to the Company's distribution system, as distinct from the Customer Agreement governing the Customer's participation in the Program.

Interconnection Tariff – The document approved by the Commission describing the process and requirements for a Customer to connect certain DERs to the Company's system, including technical and operating requirements, metering and billing options.

New Battery – A Battery that receives permission to operate from the Company within six-months prior to the date of the Customer's enrollment in the Program.

Participant – An Aggregator or a Direct Participant in the Program.

Performance Payment – A payment made to the Participant based on the performance of an Enrolled Device(s) providing a Grid Service during a Grid Event.

Performance Payment Rate – The compensation rate paid to Participants for providing a particular Grid Service during a Grid Event.

Program Rider(s) – One or more of the *Battery Rider*, the *Non-Battery Rider*, the *EV Rider*, and such other DPP Program riders as the Commission may approve from time to time.

## **Distributed Power Plant Program**

Remote Dispatch – A dispatch method where the Company issues a signal to Aggregators and/or to Direct Participants' Enrolled Devices with instructions for providing a particular Grid Service.

Renewable Energy Generating Facility – A solar PV system or other BTM resource interconnected at the Customer's premises that generates electricity from a renewable energy source.

Registered Aggregator – An Aggregator registered with the Company to enroll customers and participate in the Program.

Scheduled Dispatch – A dispatch method where the Enrolled Device provides a Grid Service on a predetermined schedule without the need for Remote Dispatch.

Interconnection Rate Exports – Energy exported by an Enrolled Customer outside of a Grid Service Event.

Interconnection Rate Export Credit – The bill credit provided to Enrolled Customers for energy exported outside of a Grid Event, as specified in the customer's Interconnection Tariff.

Summer Capability Period – June 1 to September 30.

System Peak Shaving – A reduction in aggregate load across the Company's system during peak demand periods via reduced consumption, self-consumption of self-generated electricity, and/or the export of energy from a Renewable Energy Generating Facility and/or Battery.

Test Event – An event called by the Company to confirm that an Enrolled Device is able to perform as anticipated.

Upfront Payment – A one-time payment made at the time of enrollment.

Verification Process – The process through which a Direct Participant completes a Test Event and provides performance data to verify an Enrolled Device's ability to operate on a scheduled basis or respond to a remote dispatch signal.

Winter Capability Period – December 1 to March 31.

## Distributed Power Plant Program

### C. PROGRAM AVAILABILITY

The Program is available to Direct Participants and Aggregators that meet requirements of one or more of the Program Riders. The Program will begin enrollment in the *Battery Rider* on [date]. Additional Program Riders and Grid Service opportunities will be added as they become available.

The Company shall maintain on its website a list of the available Program Riders and Grid Service opportunities within each Rider. The Company shall file a quarterly report with the [Commission] no later than fifteen (15) days following the end of each quarter. The report shall list the number of Registered Aggregators and Direct Participants enrolled in the Program, the total capacity of DERs enrolled in each Program Rider broken out by technology type, customer class, the Grid Service(s) that the DER is enrolled to provide, and such other information as the Commission may require.

The DPP Program and its respective Program Riders and Grid Service opportunities will remain open for enrollment unless otherwise ordered by the Commission.

### D. AGGREGATOR REGISTRATION

An Aggregator who meets the eligibility requirements listed in Appendix [X] may apply for registration through the Company's secure web portal. Upon successfully responding to a Test Event demonstrating the ability to communicate with the Company and dispatch its fleet, the Aggregator is enrolled and eligible to participate as a Registered Aggregator. The Company shall maintain an up-to-date list of Registered Aggregators on its website. The term "Aggregator" as used herein refers to a "Registered Aggregator" unless otherwise specified.

**Distributed Power Plant Program**  
**Battery Rider**  
**System Peak Shaving: Scheduled Dispatch**

**A. PURPOSE**

The System Peak Shaving service via Scheduled Dispatch (“Scheduled Peak Shaving”) pays Participants for providing capacity from enrolled Batteries to reduce demand on the grid during seasonal peak periods pursuant to a preset schedule.

**B. ELIGIBILITY**

1. Customers with new or existing Batteries may enroll to provide Scheduled Peak Shaving through a Registered Aggregator or directly with the Company, where:
  - a. The Customer has an active residential or light commercial electric service account with the Company.
  - b. The Battery is installed BTM pursuant to a valid Interconnection Agreement.
  - c. The Customer or a third-party owns the Battery.
  - d. The Battery is charged from a new or existing BTM Renewable Energy Generating Facility installed at the Customer’s premises that operates pursuant to a valid Interconnection Agreement with the Company.
  - e. The Battery has metering accuracy of ANSI C-12.1-2008 or a specification rating with an accuracy of +/- 2.0%.
  - f. The Customer executes the Customer Agreement provided in Attachment A.
2. When a Customer participates through an Aggregator, the Aggregator is the Participant. When the Customer participates directly with the Company, the Customer is the Participant.
3. Scheduled Peak Shaving will remain open unless otherwise ordered by the Commission.

**C. ENROLLMENT**

1. Customers enroll in Scheduled Peak Shaving through a Registered Aggregator as follows:
  - a. Customers submit to the Aggregator the following information:
    - i. Legal name of the Customer.

## **Distributed Power Plant Program**

### **Battery Rider**

#### **System Peak Shaving: Scheduled Dispatch**

- ii. Customer representative's name and title (if representative is different from Customer or if Customer is a business) and contact information.
  - iii. Customer's valid, active utility account number.
  - iv. Service account address, phone number on file with the Company, and such other information as necessary to verify eligibility.
  - v. Battery, solar PV system, inverter, and other equipment specifications as required by the Aggregator.
  - vi. The Committed Capacity of the Battery.
  - vii. Election to participate in the Summer Capability Period, Winter Capability Period, or both.
  - viii. Authorization for access and use of Customer information from the Company and access and use of data from the Customer's battery, solar PV, inverter, site electric load, and such other related data necessary to verify eligibility and performance of Enrolled Devices and otherwise facilitate Program participation.
  - ix. Acknowledgement and agreement from the Customer that:
    - 1. The information submitted is accurate and complete.
    - 2. The Customer agrees to the terms and conditions of the Program.
    - 3. Such other information the Aggregator deems necessary to enable participation in the program.
  - b. Aggregators may collect Customer information through a form provided by the Aggregator.
  - c. Once a Customer completes the Aggregator's submission process, the Customer's Battery is enrolled in the Scheduled Peak Shaving and is immediately eligible to participate as part of the Aggregator's fleet of enrolled Batteries.
  - d. Customers enrolled through an Aggregator are not required to complete an independent Verification Process.
  - e. Aggregators provide updated Enrolled Customer information to the Company as new Customers are enrolled and Enrolled Customers are disenrolled.
  - f. Aggregators shall retain Customer enrollment information, which may be reviewed by the [Commission] from time to time.
2. Customers enroll in Scheduled Peak Shaving directly with the Company as follows:

**Distributed Power Plant Program**  
**Battery Rider**  
**System Peak Shaving: Scheduled Dispatch**

- a. Submit a Program Application directly to the Company with the following information in a form provided by the Company:
  - i. Legal name of the Customer.
  - ii. Customer representative's name and title (if representative is different from Customer or if Customer is a business) and contact information.
  - iii. Customer's valid, active utility account number.
  - iv. Service account address, phone number on file with the Company, and such other information as necessary to verify eligibility.
  - v. Battery, solar PV system, inverter, and other equipment specifications as required by the Company.
  - vi. The Committed Capacity of the Battery.
  - vii. Election to participate in the Summer Capability Period, Winter Capability Period, or both.
  - viii. Authorization for access and use of Customer data and access and use of data from the Customer's battery, solar PV, inverter, site electric load, and such other related data necessary to facilitate Program participation.
  - ix. Acknowledgement and agreement from the Customer that:
    - 1. The information submitted is accurate and complete.
    - 2. The Customer agrees to the terms and conditions of the Program.
    - 3. Such other information the Company deems necessary to enable participation in the program.
- b. The Company will send email notification to the Customer within ten (10) days of receipt of a complete application and schedule the Verification Process within (5) days of date of the email notification.
  - i. For incomplete applications, the Company shall notify the Customer via email within the initial ten (10) days following receipt of the application explaining the deficiencies and the steps required to correct each deficiency.
  - ii. The Company shall send email notification of enrollment to the Customer within five (5) business days of receipt of a corrected application unless the application remains incomplete.



**Distributed Power Plant Program**  
**Battery Rider**  
**System Peak Shaving: Scheduled Dispatch**

- iii. The Company shall notify the Customer via email within (5) business days of receipt of a subsequently corrected but still incomplete application of any remaining deficiencies and the steps required to remedy each deficiency.
- c. The Company will schedule the Verification Process with the Customer to complete a Test Event and provide performance data to verify Battery performance during the Test Event. The Company will notify the Customer via email within (5) days of successful completion of the Verification Process and confirm the Customer's enrollment as a Direct Participant.
  - i. If the Customer does not successfully complete the Verification Process, the Company shall notify the Customer via email within five (5) days of receipt of the performance data from the Test Event explaining the cause(s) and the steps required to correct the issue(s).
  - ii. The Company shall work with the Customer to schedule a subsequent Test Event within five (5) days of receiving email notification from the Customer that it has corrected the issues identified by the Company.

**D. OPERATION**

- 1. Participants deliver the Scheduled Peak Shaving service by discharging the Committed Capacity of their enrolled Batteries for [two] consecutive hours to reduce the daily system peak during the Capability Period. Each [two]-hour discharge period is defined as a Grid Event for the Scheduled Peak Shaving service.
- 2. At the time of enrollment, the Company will assign a start time for each enrolled Battery to align the [two-hour] Dispatch Window with the anticipated daily system peak over the course of the Capability Period. The Capability Period is defined as follows:
  - a. Summer Capability Period. The Summer Capability Period runs from [June 1 to September 30]. The Company will assign each Customer a Dispatch Window between the hours of [5 and 9 pm] for the duration of the Summer Capability Period.
  - b. Winter Capability Period. The Winter Capability Period runs from [December 1 to March 31]. The Company will assign each Customer a Dispatch Window between the hours of [5 and 9 pm] for the duration of the Winter Capability Period.

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**Battery Rider**  
**System Peak Shaving: Scheduled Dispatch**

3. The Participant ensures that enrolled Batteries are set to automatically discharge for [two] consecutive hours starting at the time assigned by the Company for each day during the applicable Capability Period.
4. The assigned Dispatch Window for each enrolled Battery will not change during a given Capability Period. The Company will provide [six months] written notice to Participants of any changes to the Capability Period or the Dispatch Window for a subsequent Capability Period.

**E. PERFORMANCE MEASUREMENT, VERIFICATION & REPORTING**

1. Performance is measured by directly metering at the device total Battery discharge during a Grid Event. Performance per Grid Event is equal to the average discharge rate of the Battery in kW<sub>AC</sub> over the Dispatch Window. A separate meter shall not be required to measure Battery performance.
2. Performance in the Capability Period is equal to the average discharge rate over the Dispatch Window measured in kW<sub>AC</sub> of the Battery during each Grid Event in the Capability Period (“Average Performance”).
3. For the purpose of measuring performance during a Grid Event, energy discharged from a Battery may serve on-site load, export energy to the grid, or both.
4. If an Enrolled Customer’s Battery does not perform during a Grid Event, or performance data for a Grid Event is not available, the Battery will have zero (0) kW<sub>AC</sub> performance for that Grid Event.
5. Following the conclusion of a Capability Period, Participants shall make performance data available to the Company in the form of 15-minute interval data for each Grid Event during the Capability Period to verify performance and receive the Performance Payment. Aggregators may make performance data available for their fleet of Batteries in aggregate format.

**F. COMPENSATION**

1. Participants receive a one-time Upfront Payment and an ongoing Performance Payment.

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**Battery Rider**  
**System Peak Shaving: Scheduled Dispatch**

2. Upfront Payment: New Batteries are eligible for the one-time Upfront Payment based on the Committed Capacity provided at the time of enrollment. Existing Batteries are not eligible for the Upfront Payment. The currently applicable Upfront Payment rate is as follows:
  - a. [\$150 per kW] of Committed Capacity.
  - b. [\$300 per kW] of Committed Capacity for LMI Qualified Customers and Customers in Environmental Justice Communities.
3. Performance Payment: New and Existing Batteries are eligible for Performance Payments based on the average kW<sub>AC</sub> discharged during each Grid Event averaged over the Capability Period (“Average Performance”). The Performance Payment is calculated as follows:
  - a. Performance Payment Rate x Average Performance = Performance Payment. The current applicable Performance Payment Rate is as follows:
    - i. [\$275 per kW<sub>AC</sub>-season during the Summer Capability Period.]
    - ii. [\$135 per kW<sub>AC</sub>-season during the Winter Capability Period.]
  - b. Enrolled Customers lock in the Performance Payment Rate applicable at the time of enrollment for five (5) years. At the end of the 5-year term, the Enrolled Customer may re-enroll at the then applicable Performance Payment Rate for a subsequent 5-year term.
4. Energy Exports: Enrolled Customers shall be credited for energy exported during Grid Events (“Grid Service Export Credits”) at the retail rate at which the Company sells energy during the Grid Event, irrespective of the export credit rate specified in the Enrolled Customer’s underlying Interconnection Tariff. Grid Service Export Credits shall be applied to the Customer’s bill pursuant to Section G. Energy exports occurring outside of Grid Events (“Interconnection Rate Exports”) shall be compensated at the export rate provided in, and credited to, the customer in accordance with the customer’s underlying Interconnection Tariff (“Interconnection Rate Export Credits”).

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**G. METERING AND BILLING, PROGRAM PAYMENTS, AND BILL CREDITING SETTLEMENT**

1. All rates, terms, and conditions from the Customer's applicable Base Service Tariff and Interconnection Agreement, as applicable, continue to apply, except as provided herein.
2. Participation in Scheduled Peak Shaving does not require an additional meter, advanced meter, or other AMI.
3. The Company shall issue the Upfront Payment to the Participant within fifteen (15) days of Customer enrollment, as provided in Section C.
4. The Company shall issue Performance Payments to Participants within fifteen (15) days of receipt of performance data from the Participant, as provided in Section E.
5. Grid Service Export Credits earned in a given month shall be applied to the Customer's bill at the same time as any Interconnection Rate Export Credits earned in the same month.
6. Grid Service Export Credits shall be applied to offset the same charges on the Customer's bill that Interconnection Rate Export Credits are applied to offset.
7. For Direct Participants who elect to receive the Performance Payment as a bill credit and who also receive Grid Service Export Credits, the Grid Service Export Credits shall be applied first to offset applicable bill charges. The Performance Payment bill credit will then be applied to offset any remaining charges. The Performance Payment bill credit shall be applicable to all remaining charges on the Customer bill, including charges to which the Grid Service Export Credit is not applicable.
8. At the end of their annual Program period, a Direct Participant may elect to (i) cash out any unused Grid Service Export Credits and any unused Performance Payment bill credits or (ii) carry the value of those credits over to apply to bill charges in the following year. Where such programs exist, the Direct Participant may donate all or a portion of unused Grid Service Export Credits or Performance Payment bill credits

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to a Commission approved LMI customer assistance program.

9. At the end of their annual Program period, Enrolled Customers who participate through an Aggregator may elect to (i) cash out any unused Grid Service Export Credits or (ii) carry the value of those credits over to apply to bill charges in the following year. Where such programs exist, the Enrolled Customer may donate all or a portion of unused Grid Service Export Credits to a Commission approved LMI customer assistance program.
10. Grid Service Export Credits and Performance Payment bill credits shall not expire.

**H. CO-PARTICIPATION WITH OTHER PROGRAMS**

Enrolled Customers providing Scheduled Peak Shaving may co-participate in any applicable underlying Interconnection Tariff and may provide multiple Grid Services and/or co-participate in other Riders under the DPP Program, or other grid service programs outside the DPP Program, including wholesale market programs, except as otherwise provided by the Commission. Enrolled Customers shall remain eligible to receive state and federal incentives in addition to any compensation received for participating in the DPP Program.

**I. TERMINATION AND ASSIGNMENT**

1. An Enrolled Customer may terminate their participation in the Program at any time.
2. If an Enrolled Customer terminates participation prior to the conclusion of the 5-year rate lock term, the Customer must wait one (1) year before reenrolling to provide the System Peak Shaving service.
3. An Enrolled Customer may assign and transfer their Customer Agreement to a new Customer with written or digital notice provided thirty (30) days prior to the date of transfer without terminating the Customer Agreement or triggering the provisions of Subpart 2 of this Section.

**Distributed Power Plant Program:  
Battery Rider  
System Peak Shaving: Remote Dispatch**

**A. PURPOSE**

The System Peak Shaving Remote Dispatch (“Remote Peak Shaving”) service pays Participants for providing capacity from enrolled Batteries to reduce demand on the grid during seasonal peak periods when requested by the Company.

**B. ELIGIBILITY**

1. Customers with new or existing Batteries may enroll to provide the Remote Peak Shaving through a Registered Aggregator or directly with the Company, where:
  - a. The Customer has an active residential or commercial electric service account with the Company.
  - b. The Battery is installed BTM at the Customer’s premises pursuant to a valid Interconnection Agreement.
  - c. The Customer or a third-party owns the Battery.
  - d. The Battery is charged from a new or existing BTM Renewable Energy Generating Facility installed at the customer’s premises that operates pursuant to a valid Interconnection Agreement with the Company.
  - e. The Battery has metering accuracy of ANSI C-12.1-2008 or a specification rating with an accuracy of +/- 2.0%.
  - f. The Customer executes the Customer Agreement provided in Appendix A.
  - g. The Battery either participates through an Aggregator or is capable of communicating directly with the Company.
2. When a Customer participates through an Aggregator, the Aggregator is the Participant. When the Customer participates directly with the Company, the Customer is the Participant.
3. Remote Peak Shaving will remain open unless otherwise ordered by the Commission.

**C. ENROLLMENT**

1. Customers enroll in Remote Peak Shaving through a Registered Aggregator as follows:
  - a. Customers submit to the Aggregator the following information:

**Distributed Power Plant Program:**  
**Battery Rider**  
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- i. Legal name of the Customer.
- ii. Customer representative's name and title (if representative is different from Customer or if Customer is a business) and contact information.
- iii. Customer's valid, active utility account number.
- iv. Service account address, phone number on file with the Company, and such other information as necessary to verify eligibility.
- v. Battery, solar PV system, inverter, and other equipment specifications as required by the Aggregator.
- vi. The Committed Capacity of the Battery.
- vii. Election to participate in the Summer Capability Period, Winter Capability Period, or both.
- viii. Authorization for access and use of Customer information from the Company and access and use of data from the Customer's battery, solar PV, inverter, site electric load, and such other related data necessary to verify eligibility and performance of Enrolled Devices and otherwise facilitate Program participation.
- ix. Acknowledgement and agreement from the Customer that:
  - 1. The information submitted is accurate and complete.
  - 2. The Customer agrees to the terms and conditions of the Program.
  - 3. Such other information the Aggregator deems necessary to enable participation in the program.
- b. Aggregators may collect Customer information through a form provided by the Aggregator.
- c. Upon completing the Aggregator's submission process, the Customer's Battery is enrolled in the Remote Peak Shaving and immediately eligible to participate as part of the Aggregator's fleet of enrolled Batteries.
- d. Customers enrolled through an Aggregator are not required to complete an independent Verification Process.
- e. Aggregators shall provide updated Enrolled Customer information to the Company as new Customers are enrolled and Enrolled Customers are disenrolled.
- f. Aggregators shall retain Customer enrollment information, which may be reviewed by the [Commission] from time to time.

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2. Customers enroll in Remote Peak Shaving directly with the Company as follows:
  - a. Submit a Program Application directly to the Company with the following information in a form provided by the Company:
    - i. Legal name of the Customer.
    - ii. Customer representative's name and title (if representative is different from Customer or if Customer is a business) and contact information.
    - iii. Customer's valid, active utility account number.
    - iv. Service account address, phone number on file with the Company, and such other information as necessary to verify eligibility.
    - v. Battery, solar PV system, inverter, and other equipment specifications as required by the Company.
    - vi. The Committed Capacity of the Battery.
    - vii. Election to participate in the Summer Capability Period, Winter Capability Period, or both.
    - viii. Authorization for access and use of Customer data and access and use of data from the Customer's battery, solar PV, inverter, site electric load, and such other related data necessary to facilitate Program participation.
    - ix. Acknowledgement and agreement from the Customer that:
      1. The information submitted is accurate and complete.
      2. The Customer agrees to the terms and conditions of the Program.
      3. Such other information the Company deems necessary to enable participation in the program.
  - b. The Company will send email notification to the Customer within ten (10) days of receipt of a complete application and schedule the Verification Process within (5) days of date of the email notification.
    - i. For incomplete applications, the Company shall notify the Customer via email within the initial ten (10) days following receipt of the application explaining the deficiencies and the steps required to correct each deficiency.
    - ii. The Company shall send email notification of enrollment to the Customer within five (5) business days of receipt of



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- a corrected application unless the application remains incomplete.
- iii. The Company shall notify the Customer via email within (5) business days of receipt of a subsequently corrected but still incomplete application of any remaining deficiencies and the steps required to remedy each deficiency.
  - c. The Company will schedule the Verification Process with the Customer to complete a Test Event. The Company will notify the Customer via email within (5) days of successful completion of the Verification Process and confirm the Customer's enrollment as a Direct Participant.
    - i. If the Customer does not successfully complete the Verification Process, the Company shall notify the Customer via email within five (5) days of receipt of the performance data from the Test Event explaining the cause(s) and the steps required to correct the issue(s).
    - ii. The Company shall work with the Customer to schedule a subsequent Test Event within five (5) days of receiving email notification from the Customer that it has corrected the issues identified by the Company.

**D. OPERATION**

1. Participants deliver the Remote Peak Shaving service by discharging the Committed Capacity of their enrolled Batteries for [two] consecutive hours in response to dispatch instructions received from the Company during the Capability Period. The [two]-hour Dispatch Window for each day the Company issues Remote Dispatch instructions is defined as a Grid Event for Remote Peak Shaving.
2. Batteries are discharged for [two] consecutive hours beginning at the start time specified in the dispatch instructions.
3. The Company will call Grid Events to target the highest seasonal system peak hour(s) and the forecasted monthly system peak hour(s) during the Capability Period. The Capability Period is defined as follows:
  - a. Summer Capability Period. The Summer Capability Period runs from [June 1 to September 30]. The Company may call a Grid Event between the hours of [5 and 9 pm] on any day during the Summer Capability Period. The Company will call between [40

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- and 80] Grid Events, inclusive of Test Events, during the Summer Capability Period.
- b. Winter Capability Period. The Winter Capability Period runs from [December 1 to March 31]. The Company may call a Grid Event between the hours of [5 and 9 pm] on any day during the Winter Capability Period. The Company will call between [20 and 40] Grid Events, inclusive of Test Events, during the Winter Capability Period.
4. For Aggregators, the Company will issue dispatch instructions [twenty-four (24) hours] before each Grid Event via the Aggregator's selected communication protocol. The Aggregator will communicate directly with its Batteries to manage Battery performance during the Grid Event. An Enrolled Customer may opt-out of a Grid Event by notifying the Aggregator in the manner prescribed by the Aggregator.
5. For Direct Participants, the Company will notify the Customer within [twenty-four (24) hours] before each Grid Event or Test Event via the communication protocol elected by that Direct Participant. The Company will directly communicate with the Customer's Battery for dispatch during the Grid Event or Test Event. A Direct Participant may opt-out of a Grid Event by notifying the Company in the manner prescribed by the Company.
6. The start and end time of the Dispatch Window is subject to change for any individual Grid Event or Test Event, as applicable, but will always occur within the hours provided in subpart 3 of this Section during the Capability Period. The Company will provide [six months] written notice of any changes to the provisions of this Section for a subsequent Capability Period.
7. The Company will make reasonable attempts to not call a Grid Event or Test Event within 48 hours of major storms reasonably anticipated to cause widespread system outages.

**E. PERFORMANCE MEASUREMENT, VERIFICATION & REPORTING**

1. Performance is measured by directly metering at the device total Battery discharge during a Grid Event. Performance per Grid Event is equal to the average discharge rate of the Battery in kW<sub>AC</sub> during the

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Dispatch Window. A separate meter shall not be required to measure Battery performance.

2. Performance in the Capability Period is equal to the average discharge rate measured in  $\text{kW}_{\text{AC}}$  of the Battery over the Dispatch Window averaged over all Grid Events in the Capability Period (“Average Performance”).
3. For the purpose of measuring performance during a Grid Event, energy discharged from a Battery may serve on-site load, export energy to the grid, or both.
4. If an Enrolled Customer’s Battery does not perform during a Grid Event, or performance data for a Grid Event is not available, the Battery will have zero (0)  $\text{kW}_{\text{AC}}$  performance for that Grid Event.
5. Following the conclusion of a Capability Period, Participants shall make performance data available to the Company in the form of 15-minute interval data for each Grid Event during the Capability Period to verify performance and receive the Performance Payment. Aggregators may make performance data available for their fleet of Batteries in aggregate format.

**F. COMPENSATION**

1. Participants receive a one-time Upfront Payment and an ongoing Performance Payment.
2. Upfront Payment: New Batteries are eligible for the one-time Upfront Payment based on the Committed Capacity provided at the time of enrollment. Existing Batteries are not eligible for the Upfront Payment. The currently applicable Upfront Payment rate is as follows:
  - a. [\$150 per kW] of Committed Capacity.
  - b. [\$300 per kW] of Committed Capacity for LMI Qualified Customers and Customers in Environmental Justice Communities.
3. Performance Payment: New and Existing Batteries are eligible for Performance Payments based on the average  $\text{kW}_{\text{AC}}$  discharged during each Grid Event averaged over the Capability Period (“Average Performance”). The Performance Payment is calculated as follows:

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- a. Performance Payment Rate x Average Performance = Performance Payment. The current applicable Performance Payment Rate is as follows:
    - i. [\$275 per kW<sub>AC</sub>-season during the Summer Capability Period.]
    - ii. [\$135 per kW<sub>AC</sub>-season during the Winter Capability Period.]
  - b. Enrolled Customers lock in the Performance Payment Rate applicable at the time of enrollment for five (5) years. At the end of the 5-year term, the Enrolled Customer may re-enroll at the then applicable Performance Payment Rate for a subsequent 5-year term.
4. Energy Exports: Enrolled Customers shall be credited for energy exported during Grid Events (“Grid Service Export Credits”) at the retail rate at which the Company sells energy during the Grid Event irrespective of the export credit rate specified in the Enrolled Customer’s underlying Interconnection Tariff. Grid Service Export Credits shall be applied to the Customer’s bill pursuant to Section G. Energy exports occurring outside of Grid Events (“Interconnection Rate Exports”) shall be compensated at the export rate provided in, and credited to, the customer in accordance with the customer’s underlying Interconnection Tariff (“Interconnection Rate Export Credits”).

**G. METERING AND BILLING, PROGRAM PAYMENTS, AND BILL CREDITING SETTLEMENT**

1. All rates, terms, and conditions from the Customer’s applicable Base Service Tariff and Interconnection Agreement, as applicable, will apply except as provided herein.
2. Participation in Remote Peak Shaving does not require an additional meter, advanced meter, or AMI.
3. The Company shall issue the Upfront Payment to the Participant within fifteen (15) days of Customer enrollment, as provided in Section C.
4. The Company shall issue Performance Payments to Participants within fifteen (15) days of receipt of performance data from the Participant, as provided in Section E.

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5. Grid Service Export Credits earned in a given month shall be applied to the Customer's bill in the subsequent month and at the same time as any Interconnection Rate Export Credits earned in the same month.
6. Grid Service Export Credits shall be applied to offset the same charges on the Customer's bill that Interconnection Rate Export Credits are applied to offset.
7. For Direct Participants who have elected to receive the Performance Payment as a bill credit and who also receive Grid Service Export Credits, the Grid Service Export Credits shall be applied first to offset applicable bill charges. The Performance Payment bill credit will then be applied to offset any remaining charges. The Performance Payment bill credit shall be applicable to all remaining charges on the Customer bill, including charges to which the Grid Service Export Credit is not applicable.
8. At the end of the annual Program period, a Direct Participant may elect to (i) cash out any unused Grid Service Export Credits and any unused Performance Payment bill credits or (ii) carry the value of those credits over to apply to bill charges in the following year. Where such programs exist, the Direct Participant may donate all or a portion of unused Grid Service Export Credits or Performance Payment bill credits to a Commission approved LMI customer assistance program.
9. At the end of their annual Program period, Enrolled Customers who participate through an Aggregator may elect to (i) cash out any unused Grid Service Export Credits or (ii) carry the value of those credits over to apply to bill charges in the following year. Where such programs exist, the Enrolled Customer may donate all or a portion of their unused Grid Service Export Credits to a Commission approved LMI customer assistance program.
10. Grid Service Export Credits and Performance Payment bill credits shall not expire.

**H. CO-PARTICIPATION WITH OTHER PROGRAMS**

Enrolled Customers providing Remote Peak Shaving may co-participate in any

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applicable underlying Interconnection Tariff and may provide multiple Grid Services and/or co-participate in other Riders under the DPP Program, or other grid service programs outside the DPP Program, including wholesale market programs, except as otherwise provided by the Commission. Enrolled Customers shall remain eligible to receive state and federal incentives in addition to any compensation received for participating in the DPP Program.

**I. TERMINATION AND ASSIGNMENT**

1. An Enrolled Customer may terminate their participation in the Program at any time.
2. If an Enrolled Customer terminates their participation prior to the conclusion of the 5-year rate lock term, the Customer must wait one (1) year before reenrolling to provide the System Peak Shaving service.
3. An Enrolled Customer may assign and transfer their Customer Agreement to a new Customer with written or digital notice provided thirty (30) days prior to the date of transfer without terminating the Customer Agreement or triggering the provisions of Subpart 2 of this Section.

**Distributed Power Plant Program:  
Non-Battery Rider**

**[Service and Dispatch Protocol]**

**Distributed Power Plant Program:**

**Electric Vehicle Rider**

**[Service and Dispatch Protocol]**



# **Distributed Power Plant Program**

## **APPENDIX A**

### **CUSTOMER AGREEMENT**

# **Distributed Power Plant Program**

## **APPENDIX [X]**

### **AGGREGATOR REGISTRATION**