

PUBLIC UTILITIES COMMISSION

505 VAN NESS AVENUE

SAN FRANCISCO, CA 94102-3298



June 12, 2009

Advice Letter 2064-E-A

Ronald van der Leeden, Director
Rates, Revenues and Tariffs
San Diego Gas and Electric
8330 Century Park Court, CP32C
San Diego, CA 92123-1548

**Subject: Supplemental – Establishment of Schedule VNMA in
Compliance with D.08-10-036**

Dear Mr. van der Leeden:

Advice Letter 2064-E-A is effective June 8, 2009.

Sincerely,

A handwritten signature in blue ink, appearing to read "Julie A. Fitch".

Julie A. Fitch, Director
Energy Division



Ron van der Leeden
 Director
 Rates, Revenues & Tariffs
 8330 Century Park Court
 San Diego, CA 92123-1548

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April 17, 2009

ADVICE LETTER 2064-E-A
 (U902-E)

PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

SUBJECT: SUPPLEMENTAL ADVICE LETTER - ESTABLISHMENT OF SCHEDULE VNM-A IN COMPLIANCE WITH D.08-10-036

San Diego Gas & Electric Company (SDG&E) hereby submits for approval the following revisions to its electric tariffs as shown in the enclosed attachment.

PURPOSE

Pursuant to California Public Utilities Commission (Commission) Decision (D.) 08-10-036, this filing establishes Schedule VNM-A, "Virtual Net Energy Metering for Multifamily Affordable Housing," which is applicable to multi-family affordable housing properties that install a solar energy system through the California Solar Initiative's (CSI) Multifamily Affordable Solar Housing (MASH) program. **At the direction of Energy Division staff, this supplemental advice letter provides additional clarifications to SDG&E's Virtual Net Energy Metering proposal and therefore, replaces SDG&E Advice Letter 2064-E in its entirety.**

DISCUSSION

D.08-10-036 dated October 16, 2008, established a \$108 million MASH solar incentive program as part of the CSI to be overseen by the Commission. In order to encourage solar installations on multitenant affordable housing properties through the MASH program, the decision also directed SDG&E to file tariffs for a "virtual net metering" program within 120 days of the decision.¹ Virtual Net Energy Metering (VNM) will allow the electricity produced by a single solar installation to be credited to the benefit of multiple tenants in the building without requiring the system to be physically connected to each tenant's meter.

As such, SDG&E hereby establishes Schedule VNM-A and its related Solar Generation Credit Allocation Request Form and Interconnection Agreement for VNM-A Solar Electric Generating Facilities (Forms 142-02768 and 142-02760.5, respectively). Pursuant to the D.08-10-036, these tariffs are in compliance with Public Utilities Code (PUC) § 2827 and the requirements set forth in Appendix B of the decision. Under Schedule VNM-A, tenants of a Multifamily Affordable Housing Complex will receive an allocation of the value of the output from a Solar (PV) generator based on allocation factors that the Owner provides on the Solar Generation Credit

¹ Ordering Paragraph 5 of D.08-10-036

Allocation Request Form. The power from the PV generator will be provided to the Utility on the condition that a kilowatt hour credit will be applied to the low income tenants or common use areas of the complex. On a monthly basis, the total credit will be allocated and applied to the qualified customers' monthly billing up to the limitations that Net Energy Metering and PUC § 2827 provide. In addition, SDG&E has adjusted Schedule NEM "Net Energy Metering," to acknowledge that VNM-A participant's nameplate generating capacity will count towards the total solar generating capacity limitations for SDG&E's service territory.

This advice letter filing will not increase any rate or charge, cause the withdrawal of service, or conflict with any other schedule or rule.

EFFECTIVE DATE

SDG&E believes this filing is subject to Energy Division disposition and should be classified as Tier 2 (effective after staff approval) pursuant to GO 96-B. Therefore SDG&E respectfully requests that this filing be approved effective May 17, 2009, thirty days from the date filed.

PROTEST

Anyone may protest this Advice Letter to the California Public Utilities Commission. The protest must state the grounds upon which it is based, including such items as financial and service impact, and should be submitted expeditiously. The protest must be made in writing and must be received within 20 days of the date this Advice Letter was filed with the Commission. There is no restriction on who may file a protest. The address for mailing or delivering a protest to the Commission is:

CPUC Energy Division
Attention: Tariff Unit
505 Van Ness Avenue
San Francisco, CA 94102

Copies of the protest should also be sent via e-mail to the attention of both Honesto Gatchalian (inj@cpuc.ca.gov) and Maria Salinas (mas@cpuc.ca.gov) of the Energy Division. A copy of the protest should also be sent via both e-mail and facsimile to the address shown below on the same date it is mailed or delivered to the Commission.

Attn: Todd Cahill
Regulatory Tariff Manager
8330 Century Park Court, Room 32C
San Diego, CA 92123-1548
Facsimile No. (858) 654-1788
E-mail: tcahill@semprautilities.com

NOTICE

A copy of this filing has been served on the utilities and interested parties shown on the attached list, including interested parties to service list R.08-03-008, by either providing them a copy electronically or by mailing them a copy hereof, properly stamped and addressed.

Address changes should be directed to SDG&E Tariffs by facsimile at (858) 654-1788 or by e-mail at SDG&ETariffs@semprautilities.com.

RON VAN DER LEEDEN
Director – Rates, Revenues & Tariffs

CALIFORNIA PUBLIC UTILITIES COMMISSION

ADVICE LETTER FILING SUMMARY ENERGY UTILITY

MUST BE COMPLETED BY UTILITY (Attach additional pages as needed)

Company name/CPUC Utility No. **SAN DIEGO GAS & ELECTRIC (U 902)**

Utility type:

ELC GAS
 PLC HEAT WATER

Contact Person: Will Fuller

Phone #: (858) 654-1885

E-mail: wfuller@semprautilities.com

EXPLANATION OF UTILITY TYPE

ELC = Electric GAS = Gas
PLC = Pipeline HEAT = Heat WATER = Water

(Date Filed/ Received Stamp by CPUC)

Advice Letter (AL) #: 2064-E-A

Subject of AL: Establishment of Schedule VNM-A in Compliance with D.08-10-036

Keywords (choose from CPUC listing): CSI, MASH, Solar

AL filing type: Monthly Quarterly Annual One-Time Other

If AL filed in compliance with a Commission order, indicate relevant Decision/Resolution #:

D.08-10-036

Does AL replace a withdrawn or rejected AL? If so, identify the prior AL N/A

Summarize differences between the AL and the prior withdrawn or rejected AL¹: N/A

Does AL request confidential treatment? If so, provide explanation: _____

Resolution Required? Yes No

Tier Designation: 1 2 3

Requested effective date: 5/17/09

No. of tariff sheets: 12

Estimated system annual revenue effect (%): N/A

Estimated system average rate effect (%): N/A

When rates are affected by AL, include attachment in AL showing average rate effects on customer classes (residential, small commercial, large C/I, agricultural, lighting).

Tariff schedules affected: See Table of Contents

Service affected and changes proposed¹: N/A

Pending advice letters that revise the same tariff sheets: N/A

Protests and all other correspondence regarding this AL are due no later than 20 days after the date of this filing, unless otherwise authorized by the Commission, and shall be sent to:

CPUC, Energy Division

Attention: Tariff Unit

505 Van Ness Ave.,

San Francisco, CA 94102

mas@cpuc.ca.gov and jnj@cpuc.ca.gov

San Diego Gas & Electric

Attention: Todd Cahill

8330 Century Park Ct, Room 32C

San Diego, CA 92123

tcahill@semprautilities.com

¹ Discuss in AL if more space is needed.

General Order No. 96-B
ADVICE LETTER FILING MAILING LIST

cc: (w/enclosures)

Public Utilities Commission

DRA

D. Appling
S. Cauchois
J. Greig
R. Pocta
W. Scott

Energy Division

P. Clanon
S. Gallagher
H. Gatchalian
D. Lafrenz
M. Salinas

CA. Energy Commission

F. DeLeon
R. Tavares

Alcantar & Kahl LLP

K. Harteloo

American Energy Institute

C. King

APS Energy Services

J. Schenk

BP Energy Company

J. Zaiontz

Barkovich & Yap, Inc.

B. Barkovich

Bartle Wells Associates

R. Schmidt

Braun & Blaising, P.C.

S. Blaising

California Energy Markets

S. O'Donnell
C. Sweet

California Farm Bureau Federation

K. Mills

California Wind Energy

N. Rader

CCSE

S. Freedman
J. Porter

Children's Hospital & Health Center

T. Jacoby

City of Chula Vista

M. Meacham
E. Hull

City of Poway

R. Willcox

City of San Diego

J. Cervantes
G. Lonergan
M. Valerio

Commerce Energy Group

V. Gan

Constellation New Energy

W. Chen

CP Kelco

A. Friedl

Davis Wright Tremaine, LLP

E. O'Neill
J. Pau

Dept. of General Services

H. Nanjo
M. Clark

Douglass & Liddell

D. Douglass
D. Liddell
G. Klatt

Duke Energy North America

M. Gillette

Dynegy, Inc.

J. Paul

Ellison Schneider & Harris LLP

E. Janssen

Energy Policy Initiatives Center (USD)

S. Anders

Energy Price Solutions

A. Scott

Energy Strategies, Inc.

K. Campbell
M. Scanlan

Goodin, MacBride, Squeri, Ritchie & Day

B. Cragg
J. Heather Patrick
J. Squeri

Goodrich Aerostructures Group

M. Harrington

Hanna and Morton LLP

N. Pedersen

Itsa-North America

L. Belew

J.B.S. Energy

J. Nahigian

Luce, Forward, Hamilton & Scripps LLP

J. Leslie

Manatt, Phelps & Phillips LLP

D. Huard
R. Keen

Matthew V. Brady & Associates

M. Brady

Modesto Irrigation District

C. Mayer

Morrison & Foerster LLP

P. Hanschen

MRW & Associates

D. Richardson

OnGrid Solar

Andy Black

Pacific Gas & Electric Co.

J. Clark
M. Huffman
S. Lawrie
E. Lucha

Pacific Utility Audit, Inc.

E. Kelly

R. W. Beck, Inc.

C. Elder

School Project for Utility Rate
Reduction

M. Rochman
Shute, Mihaly & Weinberger LLP

O. Armi

Solar Turbines

F. Chiang

Sutherland Asbill & Brennan LLP

K. McCrea

Southern California Edison Co.

M. Alexander
K. Cini
K. Gansecki
H. Romero

TransCanada

R. Hunter
D. White

TURN

M. Florio
M. Hawiger

UCAN

M. Shames

U.S. Dept. of the Navy

K. Davoodi
N. Furuta
L. DeLacruz

Utility Specialists, Southwest, Inc.

D. Koser

Western Manufactured Housing

Communities Association

S. Dey

White & Case LLP

L. Cottle

Interested Parties

A.08-03-008

ATTACHMENT
ADVICE LETTER 2064-E-A

Cal. P.U.C. Sheet No.	Title of Sheet	Canceling Cal. P.U.C. Sheet No.
Revised 21142-E	SCHEDULE NEM, NET ENERGY METERING, Sheet 1	Revised 20905-E
Original 21143-E	SCHEDULE VNM-A, VIRTUAL NET ENERGY METERING FOR MULTIFAMILY AFFORDABLE HOUSING, Sheet 1	
Original 21144-E	SCHEDULE VNM-A, VIRTUAL NET ENERGY METERING FOR MULTIFAMILY AFFORDABLE HOUSING, Sheet 2	
Original 21145-E	SCHEDULE VNM-A, VIRTUAL NET ENERGY METERING FOR MULTIFAMILY AFFORDABLE HOUSING, Sheet 3	
Original 21146-E	SCHEDULE VNM-A, VIRTUAL NET METERING FOR MULTIFAMILY AFFORDABLE HOUSING, Sheet 4	
Original 21147-E	SAMPLE FORMS , FORM 142-02760.5, Sheet 1	
Original 21148-E	SAMPLE FORMS, FORM 142-02768, Sheet 1	
Revised 21149-E	TABLE OF CONTENTS, Sheet 1	Revised 21140-E
Revised 21150-E	TABLE OF CONTENTS, Sheet 6	Revised 21096-E
Revised 21151-E	TABLE OF CONTENTS, Sheet 10	Revised 20861-E
Revised 21152-E	TABLE OF CONTENTS, Sheet 11	Revised 21137-E
Revised 21153-E	TABLE OF CONTENTS, Sheet 12	Revised 21141-E



SCHEDULE NEM

Sheet 1

NET ENERGY METERING

APPLICABILITY

Pursuant to California Public Utilities Code (PU Code) Section 2827, this schedule is applicable to a residential, small commercial (as defined in subdivision (h) of Section 331 of the PU Code), commercial, industrial, or agricultural customer who uses a solar or wind turbine electrical generating facility, or a hybrid system of both, with a capacity of not more than 1,000 kilowatts (kW) that is located on the customer's owned, leased, or rented premises, is interconnected and operates in parallel with the Utility's transmission and distribution systems, and is intended primarily to offset part or all of the customer's own electrical requirements (hereinafter "eligible customer-generator" or "customer"). Certain incremental billing and metering costs set forth in this schedule that are related to net energy metering are applicable to Energy Service Providers (ESPs) serving eligible customer-generators.

This service is not applicable to a Direct Access (DA) customer where the customer's ESP does not offer a net energy metering tariff. In addition, if an eligible customer-generator participates in direct transactions with an electric provider that does not provide distribution service for the direct transactions, the electric provider, and not the Utility, is obligated to provide net energy metering to the customer (also see Special Condition 3.e).

Pursuant to Decision 08-02-002 and notwithstanding all applicable terms and conditions contained herein, to the extent a Community Choice Aggregator offers a net energy metering tariff, Utility shall provide applicable NEM services under this schedule to an eligible CCA customer-generator consistent with services provided to its bundled service eligible customer-generators. As a condition of receiving service under this schedule, the CCA shall be responsible for timely providing the applicable generation-related bill charges or credits for each CCA customer-generator to the utility. Each eligible CCA customer-generator shall look to its CCA for NEM services related to the electric generation charges and credits that result from receiving services under this schedule. The CCA shall also be responsible for the applicable generation-related bill credit structure associated with this service option and providing the CCA customer-generator with the applicable generation-related bill credit.

This schedule shall be available to eligible customer-generators, upon request, on a first-come-first-served basis until the time that the total rated generating capacity used by both NEM and VNM-A eligible customer-generators exceeds 2.5% of SDG&E's aggregate customer peak demand.

Schedule NEM applies also to specified Net Energy Metering eligible (NEM-eligible) generators in a Generating Facility comprised of multiple NEM- and non-NEM-eligible generators, served through the same Point of Common Coupling (PCC), where the NEM-eligible generating capacity is not more than 1 MW. Such facilities will be referred to as Multiple Tariff Facilities, and any group of generators within such a facility that are subject to the same tariff provisions for billing and metering purposes will be referred to as a Constituent Generator Group. In order to be eligible for this rate schedule in a Multiple Tariff Facility, the customer-generator must meet all the requirements of Special Condition 7 for the schedule NEM-eligible generator, and must also meet any other applicable tariffs. Customer-generator must also complete a Generating Facility Interconnection Agreement (Multiple Tariff) (Form 117-2160).

Due to the complexity of Multiple Tariff Facilities NEM-eligible generators interconnecting under the provisions of Special Condition 7 may require additional review and/or interconnection facilities and other equipment, and may incur interconnection costs, as provided for in electric Rule 21.

TERRITORY

Within the entire territory served by the Utility.

(Continued)

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SCHEDULE VNM-A

Sheet 1

VIRTUAL NET ENERGY METERING FOR MULTIFAMILY AFFORDABLE HOUSING

APPLICABILITY

Optionally available to Qualified Customers as defined in Special Condition (SC) 4, owning, renting, or leasing in Multi-Family Affordable Housing Accommodations as defined in SC 3, where the Owner of the complex has installed a solar "eligible customer-generator" with generating capacity of 1 megawatt (MW) or less, as defined in Schedule NEM and Public Utilities (PU) Code Section 2827, and contracts with the Utility to have all eligible output from the generator supplied to the Utility for the purpose of providing a credit to the Qualified Customers within the complex. The terms of this rate schedule shall apply to any Qualified Customer that is designated by the Owner on a Solar Generation Credit Allocation Request Form, unless the customer provides written notification to the Utility declining to receive a credit. Virtual Net Energy Metering (VNM) facilitates cost savings for Owners by avoiding the installation of an eligible customer-generator on each individual dwelling unit, and also provides Qualified Customers with the benefits that would otherwise be provided under Net Energy Metering (NEM). Owners that install an eligible customer-generator for the purpose of VNM-A may be eligible for additional up-front incentives (see SC 11).

Service on this rate schedule must be taken in combination with the Qualified Customer's otherwise applicable rate schedule (OAS). This schedule will be available to eligible customer-generators, upon request, on a first-come-first-served basis until the time that total rated generating capacity used by both NEM and VNM-A eligible customer-generators exceeds 2.5% of SDG&E's aggregate customer peak demand until December 31, 2015 or until all funds available for incentives have been allocated, whichever comes first. VNM-A Customers are not eligible to take service under SDG&E Schedule DR-SES.

TERRITORY

Within the entire territory served by the Utility.

RATES

The Qualified Customer Bill as determined under SC 8c. is applicable, less Customer's Allocated Credit.

SPECIAL CONDITIONS

1. Definitions: The Definitions of terms used in this schedule are found either herein or in Rule 1.
2. Treatment of Generation: Eligible customer-generators that are installed and utilized in providing service under terms of this rate schedule shall be treated as though they were installed and utilized under terms of Schedule NEM, unless otherwise specified herein.
3. Affordable Housing Multi-Family Accommodations: Per PU Code Section 2852, is multi-family housing that meets at least one of following criteria:
 - a) Residential housing financed with low-income housing tax credits, tax-exempt mortgage revenue bonds, general obligation bonds, or local, state, or federal loans or grants, and for which the rents of the occupants who are lower income households, as defined in Section 50079.5 of the Health and Safety Code, do not exceed those prescribed by deed restrictions or regulatory agreements pursuant to the terms of the financing or financial assistance.
 - b) A residential complex in which at least 20 percent of the total units are sold or rented to lower income households, as defined in Section 50079.5 of the Health and Safety Code, and the housing units targeted for lower income households are subject to a deed restriction or affordability covenant with a public entity that ensures that the units will be available at an affordable housing cost, as defined in Section 50052.5 of the Health and Safety Code, or at an affordable rent, as defined in Section 50053 of the Health and Safety Code for a period of at least 30 years.

(Continued)

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SCHEDULE VNM-A

VIRTUAL NET ENERGY METERING FOR MULTIFAMILY AFFORDABLE HOUSING

SPECIAL CONDITIONS (Continued)

8. Billing Process: The following billing process shall be used.

- a) Energy Delivered: The metered output, delivered to the grid, as recorded by the Generator Output Meter and validated by the appropriate Utility billing processes during the specific billing period.
- b) Allocation of Credit: Monthly allocated Credits for common areas and Qualified Customers are determined by multiplying the monthly Energy Delivered (kWh) by the percentages contained in the Solar Generation Credit Allocation Request Form on file with the Utility, and then converting each kWh credit to dollars using the Qualified Customer's OAS.
- c) Qualified Customer Bill: The OAS for each Qualified Customer, adjusted to conform to the conditions set forth in Schedule NEM. Qualified Customers served under this schedule are responsible for all charges from their OAS including monthly billed minimum charges, customer charges, meter charges, facilities charges, energy and demand charges, excluding any adjustments due to power factor provisions. Applicable demand charges are defined in the OAS.
- d) Virtual Net Energy Metering and Billing: VNM means measuring the difference between the electric energy supplied by the Utility to Qualified Customers and the electric energy generated by an eligible customer-generator, fed to the electric grid, and credited to Qualified Customers over a 12-month period (Relevant Period).

At the end of each Relevant Period following the Qualified Customer's date of SDG&E's written authorization for the eligible customer-generator's parallel Operation with SDG&E's electrical system, the Qualified Customer shall be billed for net electric energy used during that period. If a Qualified Customer terminates service under this rate schedule prior to the end of any Relevant Period, the Utility shall reconcile the customer's consumption of electric energy with any remaining credit, and bill the customer as if it were the end of the normal Relevant Period.

(1) For an OAS with Baseline Rates:

If the Qualified Customer is a net consumer for the month, the net kWh consumed shall be billed in accordance with the Qualified Customer's OAS. If the Qualified Customer is a net generator, the net kWh generated shall be valued at the applicable baseline rates up to the billing period's baseline allowance, with any excess kWh generated valued at the applicable non-baseline rates.

(2) For an OAS with Time-of-Use Rates

If the Qualified Customer is a net consumer during any discrete TOU period, the net kWh consumed shall be billed at the applicable TOU rates charged in the OAS. If the Qualified Customer is a net generator, the net kWh generated shall be valued at the applicable TOU rates charged in the OAS.

Pursuant to PU Code Section 2827(h)(3), once the annual true-up is completed at the end of the Relevant Period, any credit for excess energy (kWh) will be retained by the Utility and the Qualified Customer will not be owed any compensation for this excess energy.

(Continued)

3H10

Advice Ltr. No. 2064-E-A

Decision No. D.08-10-036

Issued by
Lee Schavrien
Senior Vice President
Regulatory Affairs

Date Filed Apr 17, 2009

Effective Jun 8, 2009

Resolution No. _____

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San Diego Gas & Electric Company
San Diego, California

Original Cal. P.U.C. Sheet No. 21146-E*

Canceling _____ Cal. P.U.C. Sheet No. _____

SCHEDULE VNM-A

Sheet 4

VIRTUAL NET METERING FOR MULTIFAMILY AFFORDABLE HOUSING

SPECIAL CONDITIONS (Continued)

9. Monthly Billing: The Utility shall provide Qualified Customers with eligible customer-generator production and individual consumption information with each regular monthly bill. The information shall include the current monetary balance owed to the Utility for the net energy consumed in the current Relevant Period. Qualified Customers shall pay any balance due for net energy consumed monthly. Any remaining credit over a monthly billing cycle shall be carried over to the following monthly billing period, until the end of the Relevant Period.

Qualified Customers shall not be eligible for the Level Pay Plan option set forth in Rule 9.

10. Generator Limitation: No generator shall be included behind the above described Generator Output Meter other than a Solar Generator.

11. Multifamily Affordable Solar Housing (MASH) Installation Incentives: D.08-10-036 established a \$108 million solar incentive program for MASH. Under the approved incentive structure, an Owner may obtain an up-front rebate for the installation of a qualifying solar energy system, based on an estimate of system performance using the Expected Based Buydown (EPBB) methodology. Owners will receive \$3.30 per watt for systems offsetting common use and \$4.00 per watt for systems offsetting tenant load. An installation may receive both incentive levels if it will offset both common area and tenant load. These incentives will be apportioned in accordance with the Owner's initial five-year allocation.

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Advice Ltr. No. 2064-E-A

Decision No. D.08-10-036

Issued by
Lee Schavrien
Senior Vice President
Regulatory Affairs

Date Filed Apr 17, 2009

Effective Jun 8, 2009

Resolution No. _____



San Diego Gas & Electric Company
San Diego, California

Original Cal. P.U.C. Sheet No. 21147-E*

Canceling _____ Cal. P.U.C. Sheet No. _____

SAMPLE FORMS

Sheet 1

FORM 142-02760.5

Interconnection Agreement for
Virtual Net Energy Metering for Multifamily Affordable Housing (VNM-A)
Solar Electric Generating Facilities

(4/09)

(See Attached From)

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Advice Ltr. No. 2064-E-A

Decision No. D.08-10-036

Issued by
Lee Schavrien
Senior Vice President
Regulatory Affairs

Date Filed Apr 17, 2009

Effective Jun 8, 2009

Resolution No. _____

**SAN DIEGO GAS & ELECTRIC COMPANY
INTERCONNECTION AGREEMENT FOR VIRTUAL NET ENERGY METERING
FOR MULTIFAMILY AFFORDABLE HOUSING (VNM-A)
SOLAR ELECTRIC GENERATING FACILITIES**

This Interconnection Agreement for Virtual Net Energy Metering (Agreement) is entered into by and between the Customer Generator (CG) and San Diego Gas & Electric Company (SDG&E). The CG and SDG&E are sometimes also referred to in this Agreement jointly as “Parties” or individually as “Party.” In consideration of the mutual promises and obligations stated in this Agreement and its attachments, the Parties agree as follows:

1. SCOPE AND PURPOSE

This Agreement provides for CG to interconnect and operate a solar only Generating Facility in parallel with SDG&E’s Distribution System to the electric service account that SDG&E uses to interconnect CG’s Generating Facility.

This Agreement applies to the CG’s Generating Facility identified below with the specified characteristics and generating capacity, and does not allow interconnection or operation of facilities different than those described.

2. SUMMARY OF GENERATING FACILITY AND CG ACCOUNT

2.1 Generating Facility Identification Number: _____ (Assigned by SDG&E)

2.2 CG Meter Number: _____

2.3 CG Account Number: _____

2.4 Applicable Rate Schedule: _____

2.5 Generating Facility Location:

Name: _____

Address: _____

City / Zip: _____

2.5.1 This Agreement is applicable only to the Solar Generating Facility described below and installed at the above location. The Generating Facility may not be relocated or connected to SDG&E’s system at any other location without SDG&E’s express written permission.

2.6 Generating Facility Nameplate Rating (kW): _____

2.7 Expected maximum monthly energy production of Generating Facility (kWh): _____

2.8 The Generating Facility’s expected date of Initial Operation is _____. The expected date of Initial Operation shall be within two years of the date of this Agreement.

3. GENERATING FACILITY INTERCONNECTION AND DESIGN REQUIREMENTS

- 3.1 CG shall be responsible for the design, installation, operation, and maintenance of the Generating Facility and shall obtain and maintain any required governmental authorizations and/or permits.
- 3.2 **CG shall not commence parallel operation of the Generating Facility until written approval has been provided to it by SDG&E.** (CG's Initials _____) SDG&E shall provide such written approval within thirty (30) working days from SDG&E's receipt of a completed applicable interconnection application (Form 142-05203) including all supporting documentation and required payments, this completed and signed Agreement, and the final inspection clearance of the governmental authority having jurisdiction over the Generating Facility.
- Such approval shall not be unreasonably withheld. SDG&E shall have the right to have representatives present at the initial testing of CG's protective apparatus. CG shall notify SDG&E five (5) working days prior to initial testing.
- 3.3 SDG&E shall have the right to have its representatives present at the final inspection made by the governmental authority having jurisdiction to inspect and approve the installation of the Generating Facility. CG shall notify SDG&E in accordance with the terms of Section 12, herein, at least five (5) days prior to such inspection.
- 3.4 CG shall not add generation capacity in excess of the Nameplate Rating set forth in Section 2.6 of this Agreement, or otherwise modify the Generating Facility without the prior written permission of SDG&E.

4. METERING AND BILLING

Metering requirements and billing procedures shall be set forth in the rate schedule(s) applicable to the electric service account assigned to the location where the Generating Facility is connected.

5. DISCONNECTION, INTERRUPTION OR REDUCTION OF DELIVERIES

- 5.1 SDG&E may require CG to interrupt or reduce the output of its Generating Facility under the following circumstances:
- (a) Whenever SDG&E deems it necessary in its sole judgment, to construct, install, maintain, repair, replace, remove, investigate, or inspect any of its equipment or any part of its electric system; or
 - (b) Whenever SDG&E determines in its sole judgment, that curtailment, interruption, or reduction of CG's electrical generation is otherwise necessary due to emergencies, forced outages, force majeure, or compliance with prudent electrical practices.
- 5.2 Notwithstanding any other provision of this Agreement, upon termination of this Agreement or at any time SDG&E determines the continued parallel operation of the Generating Facility may endanger the public or SDG&E personnel, or affect the integrity of SDG&E's electric system or the quality of electric service provided to other customers, SDG&E shall have the right to require the Generating Facility to be immediately disconnected from SDG&E's electric system. The Generating Facility shall remain disconnected until such time as SDG&E is satisfied, in its sole judgment, that the condition(s) causing such disconnection have ended or have been corrected.

- 5.3 Whenever feasible, SDG&E shall give CG reasonable notice of the possibility that interruption or reduction of deliveries may be required.
- 5.4 Electrical energy and capacity provided to CG during periods of curtailment or interruption of the output of the Generating Facility shall be provided pursuant to the terms of the rate schedule(s) applicable to the electric service account to which the Generating Facility is connected.

6. ACCESS TO PREMISES

SDG&E may enter CG's premises at all reasonable hours without notice to CG for the following purposes:

- (a) To inspect CG's protective devices and read or test meter(s); and
- (b) To disconnect the Generating Facility and/or service to CG, whenever in SDG&E's sole opinion, a hazardous condition exists and such immediate action is necessary to protect persons, SDG&E's facilities, or property of others from damage or interference caused by the Generating Facility, or the absence or failure of properly operating protective devices.

7. INDEMNITY AND LIABILITY

- 7.1 Each Party as indemnitor shall defend, hold harmless, and indemnify the other Party and the directors, officers, employees, and agents of the other Party against and from any and all loss, liability, damage, claim, cost, charge, demand, or expense (including any direct, indirect or consequential loss, liability, damage, claim, cost, charge, demand, or expense, including retained or in-house attorneys' fees) for injury or death to persons, including employees of either Party, and damage to property, including property of either Party, arising out of or in connection with (a) the engineering, design, construction, maintenance, repair, operation, supervision, inspection, testing, protection or ownership of the indemnitor's facilities, or (b) the making of replacements, additions, betterments to, or reconstruction of the indemnitor's facilities. This indemnity shall apply notwithstanding the active or passive negligence of the indemnitee. However, neither Party shall be indemnified hereunder for its loss, liability, damage, claim, cost, charge, demand, or expense resulting from its sole negligence or willful misconduct.
- 7.2 The indemnitor shall, on the other Party's request, defend any suit asserting a claim covered by this indemnity and shall pay for all costs, including reasonable attorney fees, which may be incurred by the other Party in enforcing this indemnity.
- 7.3 The provisions of this Section shall not be construed to relieve any insurer of its obligations to pay any insurance claims in accordance with the provisions of any valid insurance policy.
- 7.4 Except as otherwise provided in Section 7.1, neither Party shall be liable to the other Party for consequential damages incurred by that Party.
- 7.5 Nothing in this Agreement shall create any duty, any standard of care with reference to, or any liability to any person who is not a party to it.

- 7.6 Notwithstanding the provisions of Section 7.1, CG shall be responsible for protecting its Generating Facility from damage by reason of the electrical disturbances of faults caused by the operation, faulty operation, or non-operation of SDG&E's facilities, and SDG&E shall not be liable for any such damage so caused.

8. INSURANCE

If CG's generator meets all applicable safety and performance standards established by the National Electrical Code, the Institute of Electrical and Electronics Engineers, and accredited testing laboratories such as Underwriters Laboratories and, where applicable, rules of the Public Utilities Commission regarding safety and reliability, the following insurance provisions in Sections 8.1 – 8.3 apply:

- 8.1 To the extent that CG has currently in force all risk property insurance and commercial liability insurance, CG agrees that it will maintain such insurance in force for the duration of this Agreement in no less amounts than those currently in effect. SDG&E shall have the right to inspect or obtain a copy of the original policy or policies of insurance prior to commencing operation.
- 8.2 CG shall meet the standards and rules set forth in Section 13, have the appropriate liability insurance in Section 8.1, and shall not be required to purchase any additional liability insurance.
- 8.3 Such liability insurance shall, by endorsement to the policy or policies, provide for thirty (30) calendar days written notice to SDG&E prior to cancellation, termination, alteration, or material change of such insurance.

For generators that do not meet the interconnection criteria of this section then the following insurance requirements apply:

- 8.4 In connection with CG's performance of its duties and obligations under this Agreement, CG shall maintain, during the term of the Agreement, general liability insurance with a combined single limit of not less than:
- (a) Two million dollars (\$2,000,000) for each occurrence if the Gross Nameplate Rating of Producer's Generating Facility is greater than one hundred (100) kW;
 - (b) One million dollars (\$1,000,000) for each occurrence if the Gross Nameplate Rating of Producer's Generating Facility is greater than twenty (20) kW and less than or equal to one hundred (100) kW; and
 - (c) Five hundred thousand dollars (\$500,000) for each occurrence if the Gross Nameplate Rating of Producer's Generating Facility is twenty (20) kW or less.
 - (d) Two hundred thousand dollars (\$200,000) for each occurrence if the Gross Nameplate Rating of Producer's Generating Facility is ten (10) kW or less and Producer's Generating Facility is connected to an account receiving residential service from SDG&E.

Such insurance shall include coverage for "Premises-Operations, Owners and Contractors Protective, Products/Completed Operations Hazard, Explosion, Collapse, Underground, Contractual Liability, and Broad Form Property Damage including Completed Operations."

- 8.5 The general liability insurance required in Section 8.4 shall, by endorsement to the policy or policies, (a) include SDG&E as an additional insured; (b) contain a severability of interest clause or cross-liability clause; (c) provide that SDG&E shall not by reason of its inclusion as an additional insured incur liability to the insurance carrier for payment of premium for such insurance; and (d) provide for thirty (30) calendar days' written notice to SDG&E prior to cancellation, termination, alteration, or material change of such insurance.
- 8.6 If CG's Generating Facility is connected to an account receiving residential service from SDG&E and the requirement of Section 8.5 (a) prevents CG from obtaining the insurance required in Section 8.4, then upon CG's written Notice to SDG&E in accordance with Section 12.1, the requirements of Section 8.5 (a) shall be waived.
- 8.7 Evidence of the insurance required in Section 8.4 shall state that coverage provided is primary and is not in excess to or contributing with any insurance or self-insurance maintained by SDG&E.
- 8.8 CG shall furnish the required insurance certificates and endorsements to SDG&E prior to Initial Operation of the Generating Facility. Thereafter, SDG&E shall have the right to periodically inspect or obtain a copy of the original policy or policies of insurance.
- 8.9 If CG is self-insured with an established record of self-insurance, CG may comply with the following in lieu of Sections 8.4 through 8.5:
- (a) CG shall provide to SDG&E, at least thirty (30) calendar days prior to the date of Initial Operation, evidence of an acceptable plan to self-insure to a level of coverage equivalent to that required under Section 8.4.
 - (b) If CG ceases to self-insure to the level required hereunder, or if CG is unable to provide continuing evidence of CG's ability to self-insure, CG agrees to immediately obtain the coverage required under Section 8.4.
- 8.10 All insurance certificates, statements of self insurance, endorsements, cancellations, terminations, alterations, and material changes of such insurance shall be issued and submitted to the following:

San Diego Gas & Electric Company
Attention: CUSTOMER GENERATION, CP52F
Address: 8316 CENTURY PARK CT
City / Zip: SAN DIEGO, CA 92123

9. REVIEW OF RECORDS AND DATA

- 9.1 SDG&E shall have the right to review and obtain copies of CG's operations and maintenance records, logs, or other information such as, unit availability, maintenance outages, circuit breaker operation requiring manual reset, relay targets and unusual events pertaining to CG's Generating Facility or its Interconnection with SDG&E's Distribution System.
- 9.2 CG authorizes to release to the California Energy Commission (CEC) and California Public Utilities Commission (CPUC) information regarding CG's facility, including CG name, location, size, and operational characteristics of the unit, as requested from time to time pursuant to the CEC's rules and regulations.

10. GOVERNING LAW, JURISDICTION OF CPUC, INCLUSION OF SDG&E's RATE SCHEDULES AND RULES

- 10.1 This Agreement shall be interpreted, governed, and construed under the laws of the State of California as if executed and to be performed wholly within the State of California without giving effect to choice of law provisions that might apply to the law of a different jurisdiction.
- 10.2 This Agreement shall, at all times, be subject to such changes or modifications by the CPUC as it may from time to time direct in the exercise of its jurisdiction.
- 10.3 The interconnection and services provided under this Agreement shall at all times be subject to the terms and conditions set forth in the rate schedules and rules applicable to the electric service provided by SDG&E, which rate schedules and rules are hereby incorporated into this Agreement by this reference.
- 10.4 Notwithstanding any other provisions of this Agreement, SDG&E shall have the right to unilaterally file with the Commission, pursuant to the Commission's rules and regulations, an application for change in rates, charges, classification, service, tariff or rule or any agreement relating thereto.

11. AMENDMENT, MODIFICATIONS, WAIVER OR ASSIGNMENT:

- 11.1 This Agreement may not be altered or modified by either of the Parties, except by an instrument in writing executed by each of them.
- 11.2 None of the provisions of this Agreement shall be considered waived by a Party unless such waiver is given in writing. The failure of a Party to insist in any one or more instances upon strict performance of any of the provisions of this Agreement or to take advantage of any of its rights hereunder shall not be construed as a waiver of any such provisions or the relinquishment of any such rights for the future, but the same shall continue and remain in full force and effect.
- 11.3 This Agreement shall supersede any existing agreement under which CG is currently operating the Generating Facility identified in Section 2, herein, and any such agreement shall be deemed terminated as of the date this Agreement becomes effective.
- 11.4 This Agreement contains the entire agreement and understanding between the Parties, their agents, and employees as to the subject matter of this Agreement. Each party also represents that in entering into this Agreement, it has not relied on any promise, inducement, representation, warranty, agreement or other statement not set forth in this Agreement.
- 11.5 Neither Party shall voluntarily assign this Agreement or any of its rights or duties hereunder without the written consent of the other Party, which consent shall not be unreasonably withheld. Any such assignment or delegation made without such written consent shall be null and void.

12. NOTICES

- 12.1 Any written notice, demand, or request required or authorized in connection with this Agreement ("Notice") shall be deemed properly given if delivered in person or sent by first class mail, postage prepaid, to the person specified below:

If to SDG&E: San Diego Gas & Electric Company
Attention: CUSTOMER GENERATION
Address: 8316 CENTURY PARK CT, CP52F
City: SAN DIEGO, CA 92123
Phone: (858) 636-5585
FAX: (619) 819-4448

If to CG : _____
Attention: _____
Address: _____
City: _____
Phone: () _____
FAX: () _____

- 12.2 A Party may change its address for Notices at any time by providing the other Party Notice of the change in accordance with Section 12.1.

13. DOCUMENTS INCLUDED; DEFINED TERMS

- 13.1 This Agreement includes the following exhibit(s) which are specifically incorporated herein and made a part of this Agreement by this reference:

Appendix A- Description of Generating Facility and Single-Line Diagram

Appendix B- (When applicable) Copy of interconnection facility financing and ownership agreement

In addition, SDG&E Electric Rules and Rates, including but not limited to Electric Rules 2, 14, and 21, Schedule VNM-A and CG's otherwise applicable rate schedule, available at SDG&E's web-site at www.sdge.com/regulatory, or by request, are incorporated herein and made part of this Agreement.

- 13.2 When initially capitalized, whether in the singular or in the plural, the terms used herein shall have the meanings assigned to them either in this Agreement or in SDG&E's electric Rule 21.

14. TERM AND TERMINATION OF AGREEMENT

- 14.1 This Agreement shall become effective when signed by CG and SDG&E, and shall remain in effect thereafter from month to month unless terminated by either Party on thirty (30) days' prior written notice in accordance with Section 12.

- 14.2 This Agreement shall terminate, without notice, upon: (a) termination of the electric distribution service provided to CG by SDG&E; or (b) changes to CG's electric load which cause CG to no longer satisfy all requirements of the definition of an Eligible CG set forth in Section 2827(b)(2) of the California Public Utilities Code.

15. ENTIRE AGREEMENT

This Agreement, including any incorporated tariff schedules and rules, contains the entire agreement and understanding between the Parties, their agents, and employees as to the subject matter of this Agreement. Each party also represents that in entering into this Agreement, it has not relied on any promise, inducement, representation, warranty, agreement or other statement not set forth in this Agreement or in the incorporated tariff schedules and rules

16. SIGNATURES

In WITNESS WHEREOF, the Parties hereto have caused two originals of this Agreement to be executed by their duly authorized representatives. This Agreement is effective as of the last date set forth below.

(CG NAME)

SAN DIEGO GAS & ELECTRIC COMPANY

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: Ken Parks
Title: Team Lead, Customer Generation
Date: _____



San Diego Gas & Electric Company
San Diego, California

Original Cal. P.U.C. Sheet No. 21148-E*

Canceling _____ Cal. P.U.C. Sheet No. _____

SAMPLE FORMS

Sheet 1

FORM 142-02768

Solar Generation Credit Allocation Request Form for
Virtual Net Energy Metered Affordable Housing

(4/09)

(See Attached From)

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Advice Ltr. No. 2064-E-A

Decision No. D.08-10-036

Issued by
Lee Schavrien
Senior Vice President
Regulatory Affairs

Date Filed Apr 17, 2009

Effective Jun 8, 2009

Resolution No. _____

**Solar Generation Credit
Allocation Request Form**

A. This Solar Generation Credit Allocation Request Form (Request) is for use in combination with San Diego Gas & Electric Company's Schedule VNM-A.

B. This Initial / Subsequent (circle) Request is being completed by:

1. Business or Company Name:

2. Business or Company Address:

3. Business or Company Phone Number:

4. Name of Individual Filling out this Form:

C. I request that all credits, available as a result of the application of the rates and terms of Schedule VNM-A, be applied in the following percentages to the Qualified Customers responsible for bills for the locations and the common use area(s) of the complex, all meeting the terms set forth in Schedule VNM-A, identified below:

Common Use / Tenant Percentage Split¹

_____ + _____ = 100%
Common Use Tenants

Common Use Allocations (Total Allocation = Common Use Percentage Split)

Percentage	Qualified Customer Identification (Location/Address)
_____	_____
_____	_____
_____	_____

Tenant Allocations² (Total Allocation = Tenant Percentage Split)

Percentage	Qualified Customer Identification (Location/Address/Apt.)
_____	_____
_____	_____
_____	_____

Attached is/are _____ (number of sheets) sheets extending the above lists to more Qualified Customers. Each attached sheet is signed by the undersigned and dated with today's date.

¹ The initial Owner-designated percentage split between common use and tenants will remain in effect for a minimum of five years.

² Each tenant unit in the complex must receive a percent allocation of the total tenant credit. Pursuant to California Public Utilities Commission Decision 08-10-036, COL 19, credit allocations to individual tenants must be based on the relative size of the tenant's unit, consistent with the manner in which affordable housing rents are established.

D. I represent that the forgoing is the percentage allocation of the solar generation credits that this company wants to take effect on the first regularly scheduled monthly meter read date that is at least 15 days following receipt of this form by the Utility. Moreover, I understand that this allocation and subsequent reallocations shall remain in effect for a minimum of twelve months. I also understand that this company will not receive any feedback from SDG&E regarding how much of the credits were used by each Qualified Customer absent appropriate releases from each customer and a separate agreement with SDG&E.

(Signature)

(Date)



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The following sheets contain all the effective rates and rules affecting rates, service and information relating thereto, in effect on the date indicated herein.

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Regulatory Affairs

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101-2452G	02-04	Customer Payment Notification.....	16959-E

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