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June 10, 2009

ADVICE LETTER 2076-E-A
(U 902-E)

PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

SUBJECT: SUPPLEMENTAL ADVICE LETTER - PROPOSED PARTICIPATING LOAD PILOT (PLP) DEMAND RESPONSE PROGRAM

San Diego Gas & Electric Company (SDG&E) hereby transmits for filing the following changes to its electric tariffs, as shown in Attachment A.

PURPOSE

Pursuant to Commission Decision (D) 08-12-038 adopted December 18, 2008 (Decision Adopting Bridge Funding for 2009 Demand Response Programs) SDG&E requests approval to offer a new Demand Response (DR) pilot program, named Participating Load Pilot, and create a new electric rate Schedule and Rule 31, both titled Participating Load Pilot (PLP). This program is structured to provide participants with higher capacity payments than current DR programs. The pilot program will test the ability to participate in the California Independent System Operator's (CAISO's) Ancillary Services Non-Spin Market, set to be in place the summer of 2009. This program will also provide the ISO with near real-time load data and enable participants to respond to CAISO issued dispatch in a manner similar to generators. **At the direction of the Energy Division, this supplemental advice letter provides additional clarifications to SDG&E's Participating Load Pilot Program and therefore, replaces SDG&E Advice letter 2076-E in its entirety.**

As discussed with the Energy Division, SDG&E respectfully requests expedited treatment of this advice letter filing and a limitation of the protest period. SDG&E requests that the CPUC grant a shortened protest period of 5 days as of the date of this filing in order that SDG&E's tariffs can be approved in advance of the start of the Pilot Program, scheduled to start July 1, 2009.

BACKGROUND

On April 17, 2009 SDG&E filed Advice Letter 2076-E pursuant to D.08-12-038. Since the filing of that advice letter, SDG&E has had numerous discussions with the CPUC Energy Division

regarding the Participating Load Pilot Program, Tariff Schedule PLP, Electric Rule 31, and related forms. As a result of those discussions, SDG&E submits this supplemental advice letter to revise the Tariff Schedules, Rules, and associated Forms as requested by the Energy Division.

D.08-12-038 authorized several pilot programs to test the use of demand response to provide participating load to the CAISO. The decision enables California to get the benefits of existing IOU DR Programs to reduce peak electricity load until final programs for 2009-2011 are implemented. The PLP will provide valuable information on the potential for demand response to provide participating load after implementation of the CAISO's Market Redesign and Technology Upgrade (MRTU).

As required in Ordering Paragraph (OP) 3 of D.08-12-038, SDG&E submitted its Participating Load Pilot; Detailed Implementation Plan to the Commission in early 2009. The proposed pilot will provide valuable experience and data that can be used to improve the design of future participating load activities, and is designed to support integrating demand response into the wholesale electricity market, providing dispatchable, price responsive demand response to meet California's energy needs.

D.08-12-038 authorized SDG&E a monthly bridge funding budget for PLP at \$313,000, and an annual budget of \$3.76 million.

The results of this pilot are intended to provide information to the CAISO, CA IOUs and the CPUC to support the development of products to further integrate Demand Response into the California wholesale electricity markets and identify behavioral changes required for market transformation necessary to meet California's energy objectives

PROPOSED PLP PROGRAM DESIGN

The PLP is currently proposed for one year and will operate during the summer of 2009; however, SDG&E envisions that this pilot may be extended for the full three years of the budget period, evolving as appropriate to support the transition of Non-Participating Load (NPL) into the market under MRTU. A longer pilot period will support a seamless transition into a more robust market environment, enabling SDG&E to provide increased transparency to the customer and the market, and the longer pilot will also support additional analyses and year over year comparisons.

The success of the pilot is dependent upon participation. Since a significant amount of the participation may be load already participating in the Capacity Bidding Program (CBP) program, it is SDG&E's intent to provide capacity payments to participants enrolled in PLP consistent with those payments associated with the CBP program. As an added incentive to participate, the program will arrange and pay for the telemetry needed to send real-time data to the CAISO and to support the Auto demand response capabilities required for timely response.

The proposed PLP program, with an extended program season and higher payment rates, will enable customers to earn significantly more money compared to existing DR programs. Capacity payment rates have been set to be approximately 20% higher than those offered in the CBP. The base capacity incentive will be the same for all participants (direct or through Aggregators).

SDG&E customers can be enrolled in only one DR program. Thus, they can not participate in both CBP and the PLP during the same time. However, customers *can* participate in both the Critical Peak Pricing Default (CPP-D) rate and the PLP, to the extent that they would not receive duplicate payments. To prevent such duplicate payments, a Customer participating in the Pilot and who is also on the CPP rate, will have their Load Reduction Incentive Payment reduced by the ratio of overlapping PLP and CPP event hours to the total number of hours the participant is available for the PLP within the month. If a PLP event is called during a CPP event, the customer will not be dispatched for the PLP event and will be assumed to be unavailable during that time.

The pilot is designed to allow both SDG&E bundled customers and Direct Access (DA) customers to participate. Commercial and industrial customers that are capable of electively determining how much energy is consumed at a distinct location can provide demand response as Participating Load under the CAISO MRTU Tariff. SDG&E will utilize a third party Scheduling Coordinator ID for bidding DA participants' demand reduction into the CAISO market because bundled customers and DA customers cannot be represented in the same custom aggregation. The Curtailment Service Provider will act as the direct participant in PLP by aggregating smaller load reductions to meet the 1MW minimum requirement from the CAISO and to achieve the 3 MW target.

Participants will be required to curtail load within 5 minutes of receiving the curtailment instruction¹. Because this program is a pilot, participants should expect curtailment events every month consistent with the terms of the program. Curtailment events will be limited to 2 hours in duration and no more than 1 event each calendar day.

The only penalty will be a reduction in the monthly capacity payment based upon the participant's response to events. Capacity payments will be reduced proportionally with any non-performance.

PLP IMPLEMENTATION

In order to transition programs to function under MRTU, it is in the public interest to begin pilot projects related to participating load as soon as possible. The rationale for accelerating pilot programs to begin in 2009, rather than waiting for 2010, is because these pilots are expected to provide valuable experience and data that can be used to improve the design of future participating load activities. This will allow the IOUs to better integrate demand response with the CAISO's wholesale market under MRTU.

In order to facilitate this program and ensure that data from the pilot is available to enhance the design of future DR programs under the planned MRTU system, participants will be asked to sign a Customer Contract (Attachment C, Form 165-1000) which will commit them to the pilot to begin the summer of 2009.

¹ The required response rate is 10 minutes from CAISO dispatch, but this period includes receiving the dispatch from the CAISO by a monitoring entity and the process to notify participants of the event.

EFFECTIVE DATE

SDG&E believes this filing is subject to Energy Division disposition and should be classified as Tier 1 (effective pending disposition) pursuant to GO 96-B. As discussed with the Energy Division, SDG&E respectfully requests that this filing be approved effective June 19, 2009 - prior to the scheduled July 1 start of the Pilot Program.

PROTEST

Anyone may protest this advice letter to the Commission. The protest must state the grounds upon which it is based, including such items as financial and service impacts, and should be submitted expeditiously. **As discussed with the Energy Division, this protest must be made in writing and received within 5 days of the date this advice letter was filed with the CPUC.** There is no restriction on who may file a protest. The address for mailing or delivering a protest to the Commission is:

Public Utilities Commission
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 Honesto Gatchallian (jnj@cpuc.ca.gov) and Maria Salinas (mas@cpuc.ca.gov) of the Energy Division. It is also requested that a copy of the protest 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: Megan Caulson
Regulatory Tariff Manager
8330 Century Park Court, Room 32C
San Diego, CA 92123-1548
Facsimile No. (858) 654-1788
E-mail: mcaulson@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 in A.08-06-002, 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 email at SDG&ETariffs@semprautilities.com.

RON VAN DER LEEDEN
Director – Rates, Revenues & Tariffs

(cc list enclosed)

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: Megan Caulson

Phone #: (858) 654-1748

E-mail: MCaulson@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) #: 2076-E-A

Subject of AL: Supplemental Advice Letter - Proposed Participating Load Pilot (PLP) Demand Response Program.

Keywords (choose from CPUC listing): Compliance, Demand Response

AL filing type: Monthly Quarterly Annual One-Time Other

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

D.08-12-038

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: 6/19/09

No. of tariff sheets: 24

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: AMDRMA Memorandum Account; Schedule PLP; Electric Rule 31; Forms 165-1000, 165-1001, 165-1002, & 165-1003; 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: Megan Caulson

8330 Century Park Ct, Room 32C

San Diego, CA 92123

mcaulson@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.08-06-002

ATTACHMENT
ADVICE LETTER 2076-E-A

Cal. P.U.C. Sheet No.	Title of Sheet	Canceling Cal. P.U.C. Sheet No.
Revised 21256-E	PRELIMINARY STATEMENT, III. MEMORANDUM ACCOUNTS, ADVANCED METERING AND DEMAND RESPONSE MEMORANDUM ACCOUNT (AMDRMA), Sheet 4	Revised 19645-E
Original 21257-E	SCHEDULE PLP, PARTICIPATING LOAD PILOT, Sheet 1	
Original 21258-E	SCHEDULE PLP, PARTICIPATING LOAD PILOT, Sheet 2	
Original 21259-E	SCHEDULE PLP, PARTICIPATING LOAD PILOT, Sheet 3	
Original 21260-E	SCHEDULE PLP, PARTICIPATING LOAD PILOT, Sheet 4	
Original 21261-E	SCHEDULE PLP, PARTICIPATING LOAD PILOT, Sheet 5	
Original 21262-E	SCHEDULE PLP, PARTICIPATING LOAD PILOT, Sheet 6	
Original 21263-E	SCHEDULE PLP, PARTICIPATING LOAD PILOT, Sheet 7	
Original 21264-E	SCHEDULE PLP, PARTICIPATING LOAD PILOT, Sheet 8	
Original 21265-E	RULE 31, PARTICIPATING LOAD PILOT, Sheet 1	
Original 21266-E	RULE 31, PARTICIPATING LOAD PILOT, Sheet 2	
Original 21267-E	RULE 31, PARTICIPATING LOAD PILOT, Sheet 3	
Original 21268-E	RULE 31, PARTICIPATING LOAD PILOT, Sheet 4	
Original 21269-E	RULE 31, PARTICIPATING LOAD PILOT, Sheet 5	
Original 21270-E	RULE 31, PARTICIPATING LOAD PILOT, Sheet 6	
Original 21271-E	SAMPLE FORMS, Form 165-1000, Sheet 1	
Original 21272-E	SAMPLE FORMS, Form 165-1001, Sheet 1	
Original 21273-E	SAMPLE FORMS, Form 165-1002, Sheet 1	
Original 21274-E	SAMPLE FORMS, Form 165-1003, Sheet 1	
Revised 21275-E	TABLE OF CONTENTS, Sheet 1	Revised 21254-E
Revised 21276-E	TABLE OF CONTENTS, Sheet 2	Revised 21132-E
Revised 21277-E	TABLE OF CONTENTS, Sheet 6	Revised 21230-E
Revised 21278-E	TABLE OF CONTENTS, RULES, Sheet 7	Revised 20939-E
Revised 21279-E	TABLE OF CONTENTS, Sheet 12	Revised 21141-E



PRELIMINARY STATEMENT

Sheet 4

III. MEMORANDUM ACCOUNTS

ADVANCED METERING AND DEMAND RESPONSE MEMORANDUM ACCOUNT (AMDRMA)

5. Accounting Procedure (Continued)

e. (Continued)

- 20/20 Program for C&I Customers between 20 and 300 kW including Direct Access Customer Incentives as provided for in D.05-01-056
- 20/20 Program for C&I Customers greater than 200 kW
- Base Interruptible Program
- Technical and Technology Assistance Programs
- Community Partnership Program
- Emerging Markets
- Circuit Saver Program
- Demand Bidding Program
- Demand Bidding-Emergency
- Rolling Blackout Reduction Program
- CPA Demand Reserve Partnership
- Customer Education, Awareness and Outreach
- Residential Smart Thermostat Pricing Program
- Emergency Critical Peak Pricing (CPP-E)
- Voluntary Critical Peak Pricing (CPP-V)
- Flex Your Power Now (FYPN)
- Statewide Pricing Pilot Program (SPP)
- Automated Demand Response System (ADRS)
- Capacity Bidding Program
- Participating Load Pilot
- Other programs and activities as outlined in D. 06-03-024, including On-Bill Financing, Competitive Bid, Cost Benefit Framework, Annual Report, Market Research, and IT

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Advice Ltr. No. 2076-E-A

Decision No. _____

Issued by
Lee Schavrien
Senior Vice President
Regulatory Affairs

Date Filed Jun 10, 2009

Effective Jun 16, 2009

Resolution No. _____



SCHEDULE PLP

PARTICIPATING LOAD PILOT

APPLICABILITY

The Participating Load Pilot ("Pilot") is a voluntary demand response pilot that offers customers the ability to earn incentive payments in exchange for reducing energy consumption when requested by the Utility. This schedule is available to commercial and industrial Utility customers, greater than 200 kW, receiving Bundled Utility service, Direct Access ("DA") service or Community Choice Aggregation ("CCA") service, and being billed on a Utility commercial, industrial or agricultural rate schedule. Service on this rate schedule must be taken in combination with the customer's otherwise applicable rate schedule. This schedule is also available to "Aggregators", defined herein as a third party entity that combines the loads or one or more Utility customer service accounts for the purpose of participating under this schedule. "Participant" as used in this schedule shall mean Utility customers participating in the Pilot or Aggregators participating in the Pilot.

TERRITORY

Within the entire territory served by the Utility.

RATES

All charges and provisions of a participating customer's otherwise applicable rate schedule shall apply. All charges and provisions of a customer participating through an Aggregator shall apply. DA Customers or Aggregators who elect to sign up with the Utility for participation in the PLP will be paid at a maximum of 100% of the available capacity payment. The tables below set forth the rates that will be paid to Participants under this schedule for each Product type and will be fixed. See Termination of Schedule Special Condition 12, for additional details.

Load Reduction Incentive Payment, Pilot Options (\$/kW-month):

Product	Capacity Incentive (\$/kW - month)					
	Jul	Aug	Sep	Oct	Nov	Dec
2 hours, 11a - 7p Only	\$ 20.10	\$ 20.10	\$ 20.10	\$ 20.10	\$ 20.10	\$ 10.05
2 hours, 24 x 7	\$ 21.50	\$ 21.50	\$ 21.50	\$ 21.50	\$ 21.50	\$ 10.75

SPECIAL CONDITIONS

- Definitions: The Definitions of terms used in this schedule are found either herein or in Rule 1, Definitions.
- Qualifying Customer: Service under this schedule is available to all non-residential time-of-use metered customers with demand of 200kW or greater. Customers electing to participate in the Pilot must meet and comply with all of the requirements for such participation as set forth in this Schedule. Participating customers must have the required metering and operable communications equipment installed while participating in the Pilot. See Metering Requirement Special Condition 13, for additional details. Participating customers must have the required notification equipment in place to participate in the Pilot. See Event Notification/Communication Special Condition 8, for additional details.

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SCHEDULE PLP

PARTICIPATING LOAD PILOT

SPECIAL CONDITIONS (Continued)

2. Qualifying Customer: (Continued)

- a. Aggregators: In the event customers elect to participate in the Pilot via an Aggregator, such participation, and such Aggregator's participation in the Pilot, is subject to the terms and conditions of this schedule and Rule 31, Aggregators for the Participating Load Pilot (PLP). Customers participating in the Pilot may designate only one Aggregator at a time for each participating meter and may change such designation only after the expiration of the Minimum Term in respect of such participating meter (unless terminated earlier, as set forth in Term, Special Condition 19). Prior to any changes in the designation or any termination of an Aggregator, a customer shall deliver to the Utility a "Notice to Add, Change or Terminate an Aggregator for Participating Load Pilot" (Form 165-1002) notifying the Utility of such change or termination.
- b. Direct Access and Community Choice Aggregation Customers: DA and CCA customers enrolling in the Pilot may enroll through an Aggregator and must make the necessary arrangements with their Energy Service Provider ("ESP").

3. Pilot Operation: The Pilot's operational season is from July 1 through December 15. While the pilot term extends through December 31, 2009, no curtailment events will be called between December 16 and December 31, 2009. The Utility will perform only administrative activities during that time period. The capacity incentive payment for December has been modified accordingly. Each operational month of the Pilot begins at the beginning of a calendar month during the operational season and ends on the last day of such calendar month (except for the month of December, which shall end on December 15).

The Pilot provides for two different product types. For those participants who elect to participate in the base product, the Pilot's operational hours are from 11:00 a.m. to 7:00 p.m. during each of the Pilot's operational days. Operational Days are Monday through Friday during the Pilot's operational season, excluding Utility holidays, as defined in Rule 1.

Optionally, participants with the ability to reduce energy all hours of all days of the week may enroll for the 24/7 product with its higher incentives. For this product type, the operational hours are 24/7 through the Pilot's operational season.

Up to 5 curtailment events may be called in each operating month, with each event having a maximum duration of 2 hours. No more than 1 event shall be called each calendar day. To support the Pilot's objectives, each customer will be called for a minimum of 3 events per month. This number may not apply for Multiple Program Participation. See Special Condition 11.

Customer's load reduction must occur within 10 minutes of the Utility receiving the dispatch from the CAISO. The utility will notify the customer within 5 minutes; therefore, to allow time for dispatches received from the CAISO to be processed and provided to the Participant, the Participant should be prepared to reduce load within 5 minutes of receiving event notification in order to meet the performance requirements.

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SCHEDULE PLP

PARTICIPATING LOAD PILOT

SPECIAL CONDITIONS (Continued)

3. Pilot Operation: (Continued)

- a. Interruptible Period: Each interruptible period ("Event") shall be the period of time during which the Utility has informed the Participant to curtail energy consumption by use of a communications process utilizing equipment described in the Event Notification/Communication Special Condition 8.
- b. Interruptible Period Termination: An Event will terminate after two hours or upon notification by the Utility that the Event has ended earlier.
- c. Load Reduction Nominations:
 - i. Generally: Participants must submit monthly nominations for the reduction of load ("Load Reduction Nominations") to the Utility not later than 5 calendar days prior to each Pilot operational month. If the 5th calendar day prior to the operating month falls on a weekend or holiday, the nomination must be submitted by the preceding Friday. All Load Reduction Nominations must allocate the amount of load reduction nominated among each Product nominated for such operational month (such nominated amount, the "Nominated Load Reduction"), without overlap of such Nominated Load Reduction among any such selected Product during such operational month. All Load Reduction Nominations are fixed for their associated operational month, but may change from operational month to operational month. Participants may not submit Load Reduction Nominations unless all requirements specified in this schedule have been met.
 - ii. Additional Aggregation Requirements: Load Reduction Nominations submitted by Aggregators must differentiate the amount of Nominated Load Reduction for each nominated Product therein between Bundled customers and DA/CCA customers. A participating customer may be included in only one Aggregator's aggregated customers for a given operational month. No later than five (5) calendar days prior to the first day of the operational month, each Aggregator must specify which participating customers are to be included in each Product set forth in such Aggregator's Load Reduction Nomination for that operational month. The aggregated group of participating customers for a given Product and customer type (Bundled or DA/CCA) will be used to determine the Baseline (see Customer-Specific Baseline Special Condition 5) and associated Pilot performance during that operational month.
- d. Cancellation of Nominations: Any changes or cancellations of Load Reduction Nominations for an operating month must be submitted by the Participant to the Utility not later than five (5) calendar days prior to such operating month. If such fifth (5th) calendar day prior to such operating month falls on a weekend or holiday, such change or cancellation must be submitted by the preceding Friday. If a Participant fails to nominate a load reduction for a Product for a particular operational month, then the default Nominated Load Reduction therefore shall be zero (0).

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SCHEDULE PLP

PARTICIPATING LOAD PILOT

SPECIAL CONDITIONS (Continued)

3. Pilot Operation: (Continued)

- e. Third-Party Coordinators: Utility may contract with one or more third parties ("Coordinators") to assist Utility in the administering, coordination and/or scheduling of the Pilot and may designate such Coordinators as the sole point of contact in respect of such services by notifying the applicable Participants of such designation.
- f. Pilot Triggers: The Utility may call up to five (5) events per month during the duration of the Pilot.

4. Pilot Availability: An Event may be called during the Pilot's operational season, operational days and operational hours as defined above. The ability of Customers to participate in the Pilot shall be limited based upon the approved funding, load reduction available for award and a potential Participant's ability to work with the Utility to install the necessary communications within the required timeframe. The Utility will attempt to provide such communications to potential Participants as quick as is practical.

- a. Limitation of Interruptible Periods: Events shall be limited as follows:
 - i. An Event shall not exceed the maximum duration of 2 (two) hours. The maximum cumulative duration of the Events during any operational month for each Product shall not exceed 10 hours per participating account.

5. Customer Specific Baseline: The baseline used to determine performance will be the actual load prior to the Event. Baselines shall be established as follows:

- a. Participating Customers: For customers enrolled in the Pilot directly with the Utility, the Baseline will be the actual load for the specific customer site during the 5-minute interval prior to the Event.
- b. Aggregators: For Aggregators, the Baseline for each Product will be the actual aggregated load for such Product during the 5-minute interval prior to the Event.

The baseline amount is the metered value in the 5-minute interval prior to the Event. In many cases, Participants will not have meters that record demand levels (kW) in 5-minute intervals (15-minute interval metering is more common). In such cases, the 15-minute average load level will be used for the 5-minute interval.

This baseline establishes the level from which the Participant is expected to curtail. The Target Load Reduction will be subtracted from the Baseline to establish the Target Load Level. The Actual Load Level (as determined by Settlement Quality Meter Data) will be compared to this Target Load Level for each 10-minute settlement interval during the Event in order to determine performance.

6. Incentive Payment and Non-Performance Penalties: An Incentive Payment will be calculated for each Product for each Participant for each operational month based upon the Participant's performance during that month.

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SCHEDULE PLP

PARTICIPATING LOAD PILOT

SPECIAL CONDITIONS (continued)

6. Incentive/Energy Payment and Non-Performance Penalties (Continued):

a. Load Reduction Incentive Payment: To calculate a Participant's performance for a Product for an Event, the average of the percent of load reduction achieved in each of the Settlement intervals will be used as the Event Load Reduction. For each interval, this Percent Load Reduction will equal the Actual Load Reduction for the interval divided by the Target Load Reduction for that same interval. For each interval this Percent Load Reduction will be capped at 100%.

i. The amount of the Load Reduction Incentive Payment for each operational month is calculated by summing the Adjusted Event Capacity Payment Amounts for each Product nominated in such operational month. Each Adjusted Event Capacity Payment is calculated as follows:

$$AP = ((NLR * I) / E) * PF$$

AP = Adjusted Event Capacity Payment Amount

NLR = Nominated Load Reduction (kW)

I = Load Reduction Incentive Payment Rate (\$/kW)

E = Number of Events for the Product in the Operational Month

PF = Event Performance Factor

ii. The Event Performance Factor is based on the Actual Load Reduction (as defined in the Actual Load Reduction Special Condition 7) for such Product for each Event and is equal to the values listed in the following table:

<u>Actual Load Reduction for such Product</u>	<u>Event Performance Factor (PF)</u>
More than 100 percent of Nominated Load Reduction for such Product	100 percent
25 -100 percent of Nominated Load Reduction for such Product	Prorated value between 25 and 100 percent based on actual metered performance.
Less than 25 percent of Nomination Load Reduction	Zero

b. Disbursement of Payments:

i. Customers: For each customer participating directly with the Utility, the PLP incentive will be calculated based on that customer's Actual Load Reduction. The billing and payment of Load Reduction Incentive Payments as well as all other amounts, charges, penalties and fees due and payable in respect of this Pilot, to or from customers participating in the Pilot will be paid by the Utility within 30 days after the end of the event operating month, but no more than 60 days after the end of the event operating month will be made in the course of customer's normal billing for services with the Utility consistent with Utility's tariffs.

(Continued)

N
N



SCHEDULE PLP

PARTICIPATING LOAD PILOT

SPECIAL CONDITIONS (Continued)

- b. Disbursement of Payments (Continued)
 - ii. Aggregators: The billing and payment of Load Reduction Incentive Payments, as well as all other amounts, charges, penalties and fees due and payable under this schedule, Rule 31 or the Aggregator Contract (Form 165-1001), to or from Aggregators are set forth in Rule 31.
- 7. Actual Load Reduction: A Participant's "Actual Load Reduction" during an Event for each Product nominated by such Participant is equal to:
 - a. In the case that such Participant is a customer participating directly with the Utility, the extent that the actual energy usage of such customer during such Event for such Product is less than such customer's Baseline for such Product.
 - b. In the case that such Participant is an Aggregator, the extent that the actual energy usage of the aggregated group of customers during such Event for such Product is less than such aggregated group of customer's Baseline for such Product.
- 8. Event Notification/Communication: Participants must, at their own expense, have access to the Internet and an e-mail address to receive Event notifications via the Internet. In addition, Participants must have, at their own expense, an alphanumeric pager or cell phone that is capable of receiving a text message sent via the Internet. No Participant may participate in the Pilot until all of these requirements have been met.
- 9. Event Cancellation: Once an Event has been initiated in accordance with the provisions herein, the actual Event may be cancelled.
- 10. Contract Requirement: Participating customers and Aggregators must execute all applicable agreements prescribed by the Utility prior to participation under this schedule. Necessary agreements may include the following:
 - a. For Utility customers, a Participating Load Pilot Customer Contract (Form 165-1000, "Customer Contract");
 - b. For Aggregators, an Aggregator Agreement for Participating Load Pilot (PLP) (Form 165-1001, "Aggregator Contract").
- 11. Multiple Pilot Participation: Customers participating on Schedule PLP are ineligible to participate in other demand response programs during the same time period.

Customers can participate in both the Critical Peak Pricing (CPP) rate and the PLP to the extent that they would not receive duplicate payments. To prevent such duplicate payments, a Customer participating in the Pilot, who is also on the CPP rate, will have their Load Reduction Incentive Payment reduced by the ratio of overlapping PLP event and CPP event hours to the total number of hours the participant is available for the PLP within the month. If a PLP event is called during a CPP event, the customer will not be dispatched for the PLP event and will be assumed to be unavailable during that time. This may reduce the minimum number of calls a customer receives each month.

(Continued)

Lee Schavrien
Senior Vice President
Regulatory Affairs

N

N



SCHEDULE PLP

PARTICIPATING LOAD PILOT

SPECIAL CONDITIONS (Continued)

12. Termination of Schedule: This schedule is in effect until December 31, 2009 or until modified or terminated through the Utility's Demand Response Programs portfolio Application proceeding or through the annual program evaluation and modification process most recently adopted by the Commission in D. 06-03-024.

13. Metering Requirement: Each participating customer must have an approved interval meter and approved meter communications equipment installed and read by SDG&E. An approved interval meter is capable of recording usage in 15-minute intervals and being read remotely by the Utility.

For customers accepted for participation in the Pilot, the Utility will provide and install reasonable and necessary telemetry and equipment at no cost to the customer.

14. Telemetry: Real-Time Telemetry is required to participate in the Pilot. The Utility will provide and install reasonable and necessary telemetry and/or supporting equipment at no cost to the Participant; however, the cost to provide such equipment may be used as a criterion in selecting which customers are accepted into the Pilot. In addition to Real-Time Telemetry, Participants may elect to install or use Auto DR equipment to conform to the Pilot's response time requirement. The Utility will support such Participant equipment for accepted Participants, but the cost of such equipment shall be the responsibility of the Participant.

15. Utility Reporting: The Utility will provide the Commission with a periodic report on the performance results of this schedule. The report may contain information on individual Participant performance, which will be provided to the Commission and the CAISO under applicable confidentiality protections. Participants must agree to allow the Utility, the California Energy Commission ("CEC") and their respective agents, employees, contractors, representatives and designees to conduct a site visit for measurement and evaluation, and agree to complete any surveys needed to evaluate the Pilot. Furthermore, Participants shall provide all load data and background information, under appropriate confidentiality protections needed to complete this evaluation. The data may also be made available to academic researchers, under appropriate confidentiality protections, to facilitate the understanding of demand response.

16. Emergency Generation Limitations: Participating customers may achieve energy reductions by operating backup or onsite standby generation. The customer will be solely responsible for meeting all environmental, legal and other regulatory requirements for the operation of such generation. Notwithstanding all other applicable Utility Rules and Tariffs, such customer may synchronize and operate its own standby generation in parallel with the electric system up to 60 cycles to minimize service interruption during the transfer of electric service between the Utility electric system and the customer's back-up or standby generation. Such customer must receive approval of their interconnection plans from Utility prior to operation of their generator in parallel with Utility's system. In no event shall such customer operate its own standby generation in parallel with the Utility electric system during Utility service interruptions.

(Continued)

N

N



SCHEDULE PLP

PARTICIPATING LOAD PILOT

SPECIAL CONDITIONS (Continued)

16. Emergency Generation Limitations (Continued):

Upon termination or expiration of the term of this schedule or associated Customer Contract, such customer agrees to either (i) dismantle all equipment necessary for customer's own standby generation to synchronize and operate in parallel with the Utility electric system for the purpose of electric service transfer from the Utility electric system to such customer's own standby generation, or (ii) purchase and install a generator output meter meeting Utility's standards and either comply with applicable tariffs or take service under a contract.

17. Dispute Resolution: Any dispute arising from the provision of service under this schedule or other aspects of the Pilot will be handled as provided for in the Utility's Rule 10, Disputes.

18. The PLP is a "pilot" schedule and as such is subject to adjustments during its implementation. Utility will inform Participants of any adjustments that impact their participation. Significant changes in the pilot may require CPUC approval; Participants will be informed of such changes and progress as to the approvals.

19. Term: Except as set forth below, each Participant must remain in the Pilot through December 31, 2009 ("Minimum Term") unless (a) the Pilot expires earlier, or (b) such Participant's Pilot contract with the Utility (that is, the Customer Contracts in the case of customers and Aggregator Contracts in the case of Aggregators) expires or terminates earlier. After the expiration of the Minimum Term, Participants may terminate its Pilot contract with the Utility and its participation in the Pilot by submitting to the Utility written notification of such termination, which termination shall be effective on the date that is the later of (i) the beginning of the calendar month that is immediately after the expiration of the Minimum Term, and (ii) the beginning of the calendar month that is closest to but at least thirty (30) calendar days after the Utility receives such notification.

In the event of termination of an Aggregator Contract between an Aggregator and Utility, the customers whom such Aggregator represented under such Aggregator Contract will have fourteen (14) days from the date of receipt of notice of such termination by Utility in which to continue their participation in the Pilot in respect to the represented service meters through another Aggregator or directly with Utility without the designation of an Aggregator. Customers electing the foregoing must submit a "Notice to Add, Change or Terminate an Aggregator" (Form 165-1002) setting forth their election. Upon receipt of a Notice to Terminate an Aggregator the utility will contact the customer to determine customer's plans for continued participation in the program.

(Continued)

8C9

Advice Ltr. No. 2076-E-A

Decision No. _____

Issued by
Lee Schavrien
Senior Vice President
Regulatory Affairs

Date Filed Jun 10, 2009

Effective Jun 16, 2009

Resolution No. _____

N

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RULE 31

PARTICIPATING LOAD PILOT

This Rule shall apply to Aggregators (referred to herein as "Aggregator" or "Aggregators"), who contract with the Utility to perform functions on behalf of customers related to participation in the Utility's Participating Load Pilot ("Pilot"). Aggregators shall manage Pilot enrollment for customers and ensure customer compliance with applicable tariff and contract requirements. Aggregators are required to sign an Aggregator Agreement for Participating Load Pilot (Form 165-1001) (the "Aggregator Contract") with the Utility and, as part of such agreement, shall act on behalf of customers with respect to the receipt of incentive payments from and the payment of charges to the Utility under the Pilot. This Rule shall also apply to the Utility's customers participating in the Utility who have designated an Aggregator to act on their behalf.

Aggregators are appointed by individual customers participating in the Pilot pursuant to the "Notice to Add, Change or Terminate Aggregator for Participating Load Pilot" (Form 165-1002) submitted by such customers to the Utility.

The specific requirements of individual customers participating in the Pilot are further described in Schedule PLP and each such customer's Participating Load Pilot Customer Contract (Form 165-1000) ("Customer Contract"). A customer's participation in the Pilot through the use of an Aggregator is subject to the terms and conditions of Schedule PLP and this Rule.

A. GENERAL

1. Eligibility and Application for Aggregator Status

- a. Aggregators are required to complete an Aggregator Contract with the Utility and to furnish all financial information required by the Utility to ensure that the Aggregator is able to perform its obligations under the Aggregator Contract and this Rule.
- b. Aggregators approved by the Utility may market the Pilot to customers eligible to participate in the Pilot. Aggregators must enter into and maintain signed contracts with each eligible customer electing to participate in the Pilot through Aggregator ("Aggregator/Customer Contracts"), whereby such customer authorizes Aggregator, as its representative, to receive incentive payments on behalf of such customer in accordance with Schedule PLP. Each Aggregator/Customer Contract must contain the following:
 - (i) provisions reasonably satisfactory to the Utility allowing the Utility to test load control and meters and to audit meter data;
 - (ii) an acknowledgement to the Utility by the customer party thereto that: (A) the Utility shall not be liable under any circumstances for the failure by such customer's Aggregator, or by any other party, to pay to such customer any amounts that such Aggregator is required to pay under the Aggregator/Customer Contract or under the Pilot; and (B) in accordance with Schedule PLP, such customer may be liable for amounts due and owing by such Aggregator in the event Aggregator fails to make payment of such amounts to the Utility pursuant to the Aggregator Contract with the Utility; and

(Continued)

N

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RULE 31

PARTICIPATING LOAD PILOT

A. GENERAL (Continued)

1. Eligibility and Application for Aggregator Status (Continued)

b. (Continued)

(iii) a waiver of any and all claims by the customer party thereto as against the Utility with respect thereto.

Further, each Aggregator/Customer Contract must contain a provision whereby the customer party thereto acknowledges and agrees that the Utility has the right to terminate its Aggregator Contract with the Aggregator if the Aggregator fails to pay customer in accordance with the terms of such Aggregator/Customer Contract. Any Aggregator/Customer Contract that fails to include the provisions above will be considered void ab initio, and any such Aggregator/Customer Contract will be deemed a material breach of the Aggregator Contract to which such Aggregator is a party.

c. Utility shall have the right to, and Aggregators shall permit Utility to, audit and review each Aggregator/Customer Contracts to which such Aggregators are a party. Notwithstanding the foregoing, the Utility shall not be responsible for monitoring, auditing, reviewing or enforcing such Aggregator/Customer Contracts.

d. Once an Aggregator has entered into an Aggregator/Customer Contract with an eligible customer, Aggregator shall deliver a "Notice by Aggregator to Add or Delete Customers for Participating Load Pilot" (Form 165-1003) adding such customer. Aggregator must notify Utility of any removal of customers from its representation by delivering to Utility the same "Notice by Aggregator to Add or Delete Customers for Participating Load Pilot" (Form 165-1003), removing such customer. Aggregator's delivery of such notice is a condition precedent to both Aggregator's representation of such customer and Aggregator's termination of its representation of such customer, as the case may be. Aggregator acknowledges that each customer it represents is subject to the terms and conditions of Schedule PLP.

e. Aggregators must ensure that each customer whom it represents in the Pilot: (i) has entered or enters into a Customer Contract with Utility; (ii) has completed a "Notice to Add, Change or Terminate an Aggregator for Participating Load Pilot" (Form 165-1002) designating such Aggregator; and (iii) has completed, executed and delivered all such documents, instruments, consents and agreements as may be required for such customer's participation in the Pilot and for the designation of such Aggregator (including, without limitation, an "Authorization To: Receive Customer Information or Act on a Customer's Behalf" .

f. Each Aggregator must provide a certification satisfactory to the Utility that none of the customers it represents will receive duplicative benefits from participating in multiple demand reduction programs. The certification must include names, locations and meter numbers of all such customers so that the Utility can confirm or verify with the Commission or other appropriate entity that no customer listed by such Aggregator is receiving any such duplicative benefits.

(Continued)

2C8

Issued by

Date Filed

Jun 10, 2009

Advice Ltr. No. 2076-E-A

Lee Schavrien

Effective

Jun 16, 2009

Senior Vice President
Regulatory Affairs

Decision No. _____

Resolution No. _____

N

N



RULE 31

PARTICIPATING LOAD PILOT

A. GENERAL (Continued)

1. Eligibility and Application for Aggregator Status (Continued)

g. Aggregators shall also meet and comply with all of the requirements and obligations for "Aggregators" as set forth in Schedule PLP and in their Aggregator Contracts with the Utility.

2. Rates

Load Reduction Incentive Payments (defined in Schedule PLP) and any other charges or fees due to each Aggregator on account of the customers such Aggregator represents shall be paid by Utility in accordance with the rates and amounts therefore as set forth in Schedule PLP.

3. Fees, Surcharges and Taxes

Applicable taxes will be added to all billings, including any other fees, surcharges and taxes applicable within the city of political subdivision where the electricity is actually used.

4. Release of Customer Information

The Utility must receive a signed "Authorization To: Receive Customer Information or Act on a Customer's Behalf" from a customer participating in the Pilot via an Aggregator prior to the release of such customer's usage data to such Aggregator. Subject to customer authorization, for each request to release customer usage data, the Utility will provide a maximum of the then most recent twelve (12) months of the customer's electric usage data (or all data available if the customer has less than twelve (12)-months' usage history) to the customer or to the Aggregator.

N
N

(Continued)



RULE 31

PARTICIPATING LOAD PILOT

B. ESTABLISHMENT OF AGGREGATOR'S ABILITY TO PERFORM

1. Participation in the Pilot

Prior to, and as a condition to, the Aggregator's execution of an Aggregator Contract, the Aggregator shall be required to furnish the Utility with financial information satisfactory to the Utility, as requested by the Utility, in order for the Utility to determine whether the Aggregator is able to perform its obligations under the Aggregator Contract and the Pilot. Based on the Utility's valuation of such information, Utility may require security in an amount to be determined by the Utility. In the event the Utility determines that a financial change has or could adversely affect the creditworthiness of the Aggregator, or if the Aggregator does not provide the requested financial information or required security deposit, the Utility may terminate the Aggregator Contract to which such Aggregator is a party and such Aggregator's participation in the Pilot immediately or require the Aggregator to provide additional security.

All information provided by the Aggregator to the Utility will remain strictly confidential.

Aggregators currently qualified as such on the Capacity Bidding or Base Interruptible Programs are pre-qualified as Aggregators for PLP to the extent they are not required to supply the above financial information. They are still required to sign the PLP Aggregator Agreement.

2. Security

The Utility may require, on a case by case basis, that the Aggregator provide adequate security in order to participate, or continue to participate, in the Pilot. Such security may be in one of the following forms, in the amounts to be determined by the Utility:

- a. Cash Deposit – Deposits will earn interest at the 3-month commercial paper rate.
- b. Letters of Credit – Irrevocable and renewable standby Letters of Credit issued by a major U.S. financial institution acceptable to the Utility.
- c. Surety Bonds – Renewable surety bonds in a form acceptable to the Utility, which are issued by a major insurance company acceptable to the Utility.
- d. Guarantees – Guarantors must furnish financial information as requested by the Utility and have credit standards acceptable to the Utility. Guarantees must be accompanied by other forms of security equal to at least 20% of the credit requested. "Other forms of security deposit" shall include those items outlined above and any other form and amount of collateral to which the Utility, in its sole discretion, agrees in writing.

If the Utility determines that security is required, it is due and payable upon demand prior to the commencement of the Aggregator's participation in the Pilot. All forms of security shall be retained as long as the Aggregator is participating in the Pilot.

(Continued)

N

N



RULE 31

PARTICIPATING LOAD PILOT

C. BILLING AND PAYMENT TERMS

1. Billing and Payment Terms for Aggregator Payments

Subject to Paragraph C.2, the Utility shall pay the Aggregator any Load Reduction Incentive Payments due to the Aggregator under the Pilot within 30 days after the end of each operating month of the Pilot but no later than 60 days after the end of such operating month.

2. Billing and Payment Terms for Charges Payable by Aggregator

Any and all amounts due to the Utility from an Aggregator shall offset any payments due to such Aggregator in respect of such month. In the event that any portion of such amounts due to the Utility in a particular month exceeds the payments payable to the Aggregator for such month, the Utility shall bill the Aggregator for such excess amount. The bill shall be due and payable by the Aggregator upon receipt.

3. Method of Payment

All payments will be submitted electronically or by wire transfer unless otherwise agreed to by the Utility.

4. Late Payment

The Utility's bill to an Aggregator will be considered past due if it is not paid within 15 calendar days after transmittal. Such Aggregator will be unable to add eligible customers until late payments are cured.

D. TERMINATION OF AGGREGATOR CONTRACT

Upon termination of the Aggregator Contract between the Utility and the Aggregator:

1. Termination notices will be sent to the Aggregator and to each of the customers whom the Aggregator represents under such Aggregator Contract;
2. All fees, charges and other obligations of the Aggregator to Utility shall be immediately due and payable without further notice of demand; and
3. At the time of termination, if the Aggregator has not paid Utility billings, any security provided by Aggregator shall be applied to recoup unpaid bills.

(Continued)

N
N



RULE 31

PARTICIPATING LOAD PILOT

E. RESOLUTION OF DISPUTES

The terms and conditions of the Aggregator/Customer Contract between the Aggregator and a customer are independent of the Utility. Any disputes arising between Aggregator and such customer shall be handled between those parties.

If a customer disputes a Utility bill, the disputed amount will be deposited with the California Public Utilities Commission (hereinafter referred to as "Commission") pending resolution of the dispute under the existing Commission procedures for resolving such disputes with the Utility. If a customer has a billing dispute with its Aggregator, the customer will remain obligated to pay Utility charges in a timely manner. The Aggregator shall not withhold payment of any such Utility charges pending resolution of any such disputes. If an Aggregator disputes a Utility bill, the disputed amount will be deposited with the Commission pending resolution of the dispute under existing Commission procedures. No termination of participation in the Pilot will occur for this dispute while the Commission is hearing the matter, provided that the Aggregator has deposited the full amount in dispute with the Commission or with the Utility.

F. UTILITY SERVICES

The Utility shall continue to read customer meters and provide customers with all other regular utility services.

N
N

(Continued)



San Diego Gas & Electric Company
San Diego, California

Original Cal. P.U.C. Sheet No. 21271-E

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

SAMPLE FORMS

Sheet 1

Form 165-1000

PARTICIPATING LOAD PILOT PROGRAM CUSTOMER CONTRACT

(06/09)

(See Attachment)

N
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N

(Continued)

1C8

Advice Ltr. No. 2076-E-A

Decision No. _____

Issued by
Lee Schavrien
Senior Vice President
Regulatory Affairs

Date Filed Jun 10, 2009

Effective Jun 16, 2009

Resolution No. _____



Participating Load Pilot Customer Contract

This Customer Contract ("Contract") is made and entered into by and between the following parties:

San Diego Gas & Electric Company, a California corporation, hereinafter referred to as "SDG&E" and _____, hereinafter referred to as "Customer", and jointly, or individually, referred to as "Parties" or "Party".

I. RECITALS

WHEREAS, Customer is herein requesting to take service pursuant to Schedule PLP, the Participating Load Pilot ("Pilot"), a copy of which is attached hereto as Attachment C and incorporated herein by reference. Capitalized terms used herein but not defined herein shall have their meanings ascribed thereto in Schedule PLP.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

II. ELIGIBILITY

As a condition to participating in the Pilot, Customer shall meet the eligibility and qualification requirements set forth in Schedule PLP.

III. TERM

This Contract shall become effective when signed by both Parties, and remains effective unless terminated sooner by the terms herein. Customer must remain in the Pilot until December 31, 2009 ("Minimum Term"), unless (a) the Pilot or this Contract expires earlier or (b) as set forth in Section VI below. After the expiration of the Minimum Term, Customer may terminate this Contract and its participation in the Pilot by submitting to SDG&E written notification of such termination, which termination shall be effective on the date that is the later of (i) the beginning of the calendar month that is immediately after the expiration of the Minimum Term, and (ii) the beginning of the calendar month that is closest to but at least thirty (30) calendar days after SDG&E receives such notification. Any such notification shall be delivered to SDG&E at the following address: SDG&E, 8335 Century Park Court, CP12E, San Diego, CA 92123.

IV. MONTHLY NOMINATION

Customer shall submit monthly Load Reduction Nominations whereby Customer shall nominate the amount of load reduction for each operational month of the term and shall allocate such Nominated Load Reduction among one or more Products, all as set forth in and in accordance with Schedule PLP. Customer commits to reduce energy use as nominated by Customer pursuant to each such monthly Load Reduction Nomination.

V. PAYMENT

The Parties shall invoice one another, and make such payments to one another, as set forth in and in accordance with Schedule PLP.

VI. AGGREGATOR

Customer may, at any time, elect to participate in the Pilot via an Aggregator by submitting a "Notice to Add, Change or Terminate a Third-Party Aggregator for Participating Load Pilot" (Form 165-1002) and designating an Aggregator therein. Customer must remain in the Pilot and with such designated Aggregator for the Minimum Term unless and until (a) the Pilot or this Contract expires or terminates prior to the expiration of the Minimum Term or (b) the Aggregator Contract to which such designated Aggregator is a party with SDG&E

terminates prior to the expiration of the Minimum Term, in which case the provisions of Rule 31 providing for such early termination of such Aggregator Contract shall control. Any change or termination of a designation of an Aggregator shall become effective the following month after receipt of a "Notice to Add, Change or Terminate an Aggregator for Participating Load Pilot" (Form 165-1002) setting forth such change or termination.

Participation in the Pilot via an Aggregator, including the designation and termination of such Aggregator and its services, shall be subject to the terms and conditions of Schedule Participating Load Pilot (PLP) and Electric Rule 31, Aggregators for Participating Load Pilot.

SDG&E must receive a signed "Authorization To: Receive Customer Information or Act on a Customer's Behalf" from Customer prior to releasing Customer's electric usage data to any designated Aggregator. Subject to Customer authorization, for each request to release customer-specific electric usage data, SDG&E will provide a maximum of the most recent twelve (12) month's customer electric usage data (or all data available if Customer has less than twelve (12) month's usage history) to Customer, or such designated Aggregator.

VII. ASSIGNMENT

Customer shall not assign this Contract without prior written consent of SDG&E.

VIII. DISPUTE RESOLUTION

Any dispute that cannot be resolved between the Parties shall be settled by the means set forth in Schedule PLP. In any action in litigation to enforce or interpret any of the terms of this Contract, the prevailing party shall be entitled to recover from the unsuccessful party all costs, expenses (including expert testimony) and reasonable attorneys fees (including fees and disbursements of in-house and outside counsel) incurred therein by the prevailing party.

IX. DISCLAIMER OF WARRANTY

No promise, representation, warranty, or covenant not included in this Contract has been, or is relied on by either Party. Each Party has relied on its own examination of this Contract, the counsel of its own advisors, and the warranties, representations, and covenants in the Contract itself.

X. LIMITATION OF SDG&E'S LIABILITY

The limitations of liability set forth below in this Section X shall not apply to errors or omissions caused by willful misconduct, fraudulent conduct, or violations of law.

In no event shall SDG&E, its shareholders, directors, employees, agents or subcontractors (including, without limitation, suppliers of the Utility System) (collectively "SDG&E Parties") be liable to Customer for any claims, losses, liabilities or damage (including direct, indirect, consequential, special, incidental, or punitive damages under any other theories including, but not limited to, tort, contract, breach of warranty or strict liability) for (i) the design, manufacture, installation, operation, maintenance, performance or demonstration of the Utility System, or (ii) the acts or omissions of, or the performance or non-performance of, Customer or any Aggregator designated by Customer pursuant to Section VI above under this Contract or any agreement between Customer and such Aggregator. The "Utility System" includes any metering, meter communication equipment, Internet communication software, energy demand management software and related goods and services. SDG&E shall not be responsible for any business loss, actual or implied, as a result of the partial or complete failure of the Utility System to operate.

XI. COMPLIANCE WITH LAWS

The Parties shall comply with, and this Contract shall be subject to, the terms and conditions of Schedule PLP, and all applicable local, state and federal rules, regulations and laws, including, without limitation, if Customer designates an Aggregator pursuant to Section VI above, Rule 31, Aggregators for Participating Load Pilot (PLP).

XII. COMMISSION CONTINUING AUTHORITY

This Contract shall at all times be subject to the Commission and to any changes or modification that the Commission may, from time to time, direct in the exercise of its jurisdiction.

Notwithstanding any other provision of this Contract, either Party shall have the right to unilaterally file with the Commission, pursuant to the Commission's rules and regulations, an application for a change in rates, charges, classification, or any rule, regulation, or agreement relating thereto.

XIII. CONTACT INFORMATION

Customer's contact information for purposes of Customer's participation in the Pilot (including, without limitation, for purposes of Event notification) is set forth in Attachment A attached hereto and incorporated herein by reference.

XIV. ESSENTIAL CUSTOMER DECLARATION

I hereby state that I am the _____ (title) of _____ (company), and am authorized to make this declaration on behalf of my company at the following location:

Address _____

City _____

State California Zip _____

To the best of my knowledge, I understand that my company is considered an essential customer at the location stated above under the California Public Utilities Commission's rules and is exempt from rotating outages. I declare that I have voluntarily elected to participate in an SDG&E interruptible program for all or part of my electrical load based on adequate back-up generation or other means to interrupt load when requested by SDG&E, while continuing to meet my essential needs.

IN WITNESS WHEREOF, SDG&E and Customer have executed this Contract:

Customer	San Diego Gas & Electric Company
By _____	By _____
Title _____	Title _____
Date _____	Date _____

The following attachments are attached hereto and incorporated by reference:
Attachment A: Customer Contact Information
Attachment B: Customer Account Information
Attachment C: Schedule PLP

ATTACHMENT A
Participating Load Pilot
Customer Contact Information

Primary Contact:

Name: _____
Title: _____
Mailing Address: _____

Telephone Number: _____
Pager Number: _____
Email Address: _____

Secondary Contact:

Name: _____
Title: _____
Mailing Address: _____

Telephone Number: _____
Pager Number: _____
Email Address: _____

Additional Contact:

Name: _____
Title: _____
Mailing Address: _____

Telephone Number: _____
Pager Number: _____
Email Address: _____

Additional Contact:

Name: _____
Title: _____
Mailing Address: _____

Telephone Number: _____
Pager Number: _____
Email Address: _____

Additional Contact:

Name: _____
Title: _____
Mailing Address: _____

Telephone Number: _____
Pager Number: _____
Email Address: _____

ATTACHMENT B
Participating Load Pilot
Customer Account Information

Site #1

Account Name _____
Account Number _____
Site Address _____
Existing Electric Meter Number _____

Site #2

Account Name _____
Account Number _____
Site Address _____
Existing Electric Meter Number _____

Site #3

Account Name _____
Account Number _____
Site Address _____
Existing Electric Meter Number _____

Site #4

Account Name _____
Account Number _____
Site Address _____
Existing Electric Meter Number _____

Site #5

Account Name _____
Account Number _____
Site Address _____
Existing Electric Meter Number _____

Attach additional Customer Account Information sheets to this contract if required. (Sheet ____ of ____)

ATTACHMENT C
Participating Load Pilot
Schedule PLP



San Diego Gas & Electric Company
San Diego, California

Original Cal. P.U.C. Sheet No. 21272-E

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

SAMPLE FORMS

Sheet 1

Form 165-1001

AGGREGATOR AGREEMENT FOR PARTICIPATING LOAD PILOT PROGRAM

(06/09)

(See Attachment)

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N
N

(Continued)

1C8

Advice Ltr. No. 2076-E-A

Decision No. _____

Issued by
Lee Schavrien
Senior Vice President
Regulatory Affairs

Date Filed Jun 10, 2009

Effective Jun 16, 2009

Resolution No. _____

AGGREGATOR AGREEMENT
FOR PARTICIPATING LOAD PILOT (PLP)

This Aggregator Agreement for Participating Load Pilot (“Agreement”) is made and entered into this _____ day of _____, 200__ (the “Effective Date”), by and between San Diego Gas & Electric Company (“Utility”), a corporation organized and existing under the laws of the State of California, and _____ (“Aggregator”), a _____ organized and existing under the laws of the State of _____ . Utility and Aggregator may sometimes be referred to herein as a “Party” and collectively as the “Parties”.

WHEREAS, the California Public Utilities Commission (“CPUC”) has authorized the Participating Load Pilot (PLP) (“Pilot”) as set forth in Schedule PLP, which is attached hereto as Attachment A and incorporated herein by this reference, whereby Utility pays participating Utility customers monthly incentive payments in return for pre-determined load reduction; and

WHEREAS, the CPUC has authorized the participation of third-party aggregators to aggregate the load reductions of one or more participating Utility customers, and Aggregator desires to participate in the Pilot as such a third-party aggregator, subject to the applicable Utility tariff rules and rate schedules.

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

I. AGGREGATOR STATUS

1.1 Status. Aggregator’s status under this Agreement shall be as an “Aggregator” under Schedule PLP and Electric Rule 31, which is attached hereto as Attachment B and incorporated herein by this reference. Aggregator shall be subject to, and shall comply with, all applicable tariff rules and regulations (which rules and regulations are hereby incorporated herein as an integral part of this Agreement), including, but not limited to, the rates, terms and conditions set forth in Rule 31 and Schedule PLP, as such rules and regulations may be amended from time to time.

1.2 Eligibility. As a condition to participating in the Pilot as an “Aggregator,” Aggregator shall meet the eligibility and qualification requirements set forth in Rule 31.

1.3 Definitions. Except where explicitly defined herein, the capitalized terms used in this Agreement shall have the meanings set forth in Rule 31 or Schedule PLP.

II. REPRESENTATIONS

2.1 Representations and Warranties. Each Party represents, warrants and covenants, individually for itself, as follows:

2.1.1 Such Party is and shall remain in compliance with all applicable laws and tariffs, including applicable CPUC requirements.

2.1.2 Each person executing this Agreement for such Party has the full power and authority to execute and deliver this Agreement and bind the entity on whose behalf this Agreement is executed.

2.1.3 The execution, delivery and performance of this Agreement have been duly

authorized by all necessary action by such Party, and this Agreement constitutes such Party's valid and binding obligation, enforceable against such Party in accordance with its terms.

2.1.4 All duties under this Agreement shall be performed by such Party in accordance with applicable recognized professional standards.

2.2 Additional Representations of Aggregator.

2.2.1 With each submission of a "Notice by Aggregator to Add or Delete Customers for Participating Load Pilot" (Form 165-1003), which is attached hereto as Attachment C and incorporated herein by reference, adding a customer with respect to a service account to its representation, Aggregator represents and warrants, at the time of submission thereof and from time to time until Aggregator submits such notice for the removal of such customer from its representation, that:

(a) Such customer is otherwise eligible to participate in the Pilot and has elected to participate in the Pilot through Aggregator;

(b) Such customer has (i) entered into a Customer Contract (Form 165-1000) with Utility, (ii) completed a "Notice to Add, Change or Terminate a Third-Party Aggregator for Participating Load Pilot" (Form 165-1002) and delivered such notice to Utility, and (iii) completed, executed and delivered to Utility all such other documents, instruments, consents and agreements as any be required for such participation in the Pilot and for the designation of such Aggregator (including, without limitation, an "Authorization To: Receive Customer Information or Act on a Customer's Behalf"; and

(c) Aggregator has entered into an Aggregator/Customer Contract with such customer consistent with the requirements of this Agreement.

2.2.2 With each submission of a "Notice by Aggregator to Add or Delete Customers for Participating Load Pilot" (Form 165-1003) dropping a customer with respect to a service account from its representation, Aggregator represents and warrants that:

(a) Such customer has elected, or has been deemed to have elected, to terminate its participation in the Pilot through Aggregator with respect to such service account; and

(b) Such customer has (i) completed a "Notice to Add, Change or Terminate an Aggregator for Participating Load Pilot" (Form 165-1002) and delivered such notice to Utility, and (ii) delivered all such other documents, instruments, consents and agreements as any be required for terminating Aggregator's representation of such customer in the Pilot with respect to such service account.

III. SECURITY

Aggregator acknowledges that it has provided, prior to the execution of this Agreement, any and all financial information of Aggregator required by Utility. Aggregator acknowledges that Aggregator shall have a continuing obligation to provide such additional financial information to Utility upon the Utility's written request. Concurrently with the execution of this Agreement, and from time to time thereafter, Aggregator shall deliver any security required by Utility pursuant to Rule 31. Additionally, Aggregator represents and warrants that there has been no materially adverse change in its financial position from the date of the latest available and provided financial statements to the date hereof. In the

event that (a) Utility determines that a material financial change in Aggregator has adversely affected Aggregator's creditworthiness subsequent to the execution of this Agreement, or (b) Aggregator does not provide the financial information or security requested by Utility, Utility may terminate this Agreement as of the day written notice is given or require Aggregator to provide additional security as provided in Rule 31.

IV. BILLING AND PAYMENT

4.1 Billing and Payment Terms. During the term of this Agreement, each Party shall make the payments or credits to the other Party, and in such amounts, as provided in Schedule PLP.

4.2 Billing Address. Statements, invoices and billings shall be by first class U.S. mail to the following addresses:

If to Aggregator:

If to Utility:

San Diego Gas & Electric Company
Billing Collections Manager

4.3 Payment Address. Payments shall be submitted electronically or by wire transfer to the following accounts:

If to Aggregator:

If to Utility:

4.4 Disputed Bills or Charges. Aggregator agrees to resolve any disputed bills and/or charges in accordance with Rule 31.

V. TERM

This Agreement shall become effective on the date that this Agreement is signed by both Parties ("Effective Date"), and remains effective unless terminated sooner by the terms herein. The Pilot is expected to terminate on December 31, 2009 unless the Pilot is extended by the CPUC), or (b) this Agreement terminates earlier as set forth in this Agreement. After the expiration of the Minimum Term, either Party may terminate this Agreement by written notification to the other Party of such termination, which termination shall be effective on the date that is the later of (i) the beginning of the calendar month

that is immediately after the expiration of the Minimum Term, and (ii) the beginning of the calendar month that is closest to but at least thirty (30) calendar days after the non-terminating Party receives such notification.

VI. EVENTS OF DEFAULT

- 6.1 **Events of Default.** An “Event of Default” shall mean:
- (a) if Aggregator defaults in the performance or observance on its part of any other covenant, obligation or agreement contained in this Agreement to be performed by Aggregator (other than the payment of monies, which is governed by clause (a) above), and such default shall continue for a period of sixty (60) days after written notice thereof to Aggregator by Utility; provided, however, that if such default shall be such that it cannot be remedied by Aggregator within such sixty (60) day period, it shall not constitute an Event of Default if corrective action to cure such default is commenced by Aggregator within such sixty (60) day period and Aggregator diligently pursues the cure of such default until the default is remedied; or
 - (b) if Aggregator (i) makes an assignment or any general arrangement for the benefit of creditors, or (ii) files a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it which is not dismissed within thirty (30) days of such filing.
- 6.2 **Remedies.** If an Event of Default occurs and is continuing, Utility may terminate this Agreement and exercise any other remedies available to it at law, in equity, by statute or otherwise, subject, however, to the dispute resolution procedures set forth in Section 11.4 below.
- 6.3 **Remedies Not Exclusive.** No remedy by the terms of this Agreement conferred upon or reserved to Utility is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or existing at law or in equity or by statute.
- 6.4 **Rights and Responsibilities Following Termination.** The Parties’ rights and responsibilities following termination of this Agreement are set forth in Rule 31.

VII. LIMITATION OF LIABILITY

Utility's liability to Aggregator for any loss, cost, claim, injury, liability or expense, including reasonable attorneys' fees, relating to or arising from any act or omission in Utility's performance of this Agreement shall be limited to the amount of direct damage actually incurred. In no event shall Utility be liable to Aggregator for any indirect, special, consequential or punitive damages of any kind whatsoever, whether in contract, tort or strict liability. In addition, in no event shall Utility, its shareholders, directors, employees, agents or subcontractors (including, without limitation, suppliers of the Utility System) (collectively "Utility Parties") be liable to Aggregator for any claims, losses, liabilities or damage (whether direct, indirect, consequential, special, incidental, or punitive damages under any other theories including, but not limited to, tort, contract, breach of warranty or strict liability) for (i) the design, manufacture, installation, operation, maintenance, performance or demonstration of the Utility System, or (ii) the acts or omissions of, or the performance or non-performance of, Aggregator or any customer under any Aggregator/Customer Contract to which such customer is party. The "Utility System" includes any metering, meter communication equipment, Internet communication software, energy demand management software and related goods and services. Utility shall not be responsible for any business loss, actual or implied, as a result of the partial or complete failure of the Utility System to operate.

VIII. INDEMNIFICATION

8.1 **Indemnification of Utility.** To the fullest extent permitted by law, Aggregator shall indemnify, defend and hold harmless Utility, and its current and future parent company, subsidiaries, affiliates and their respective shareholders, officers, directors, employees, agents, representatives, successors and assigns (collectively, the "Indemnified Parties"), from and against any and all claims, actions, suits, proceedings, losses, liabilities, penalties, fines, damages, costs or expenses, including without limitation reasonable attorneys' fees (a "Claim"), resulting from (a) any breach of the representations, warranties, covenants and obligations of Aggregator under this Agreement, (b) any act or omission of Aggregator or any other person or entity performing on behalf of Aggregator, whether based upon Utility's active or passive negligence, strict liability or otherwise, in connection with this Agreement or the Pilot, or (c) any third party claims of any kind, whether based upon Utility's active or passive negligence or strict liability or otherwise, arising out of or connected in any way to the acts or omissions of Aggregator or any other person or entity performing on behalf of Aggregator under this Agreement or the Pilot. This indemnification obligation shall not apply only to the extent that such Claim is caused by the willful misconduct of Utility or Utility's sole negligence.

8.2 **Defense of Claim.** If any Claim is brought against the Indemnified Parties, Aggregator shall assume the defense of such Claim, with counsel reasonably acceptable to the Indemnified Parties, unless in the opinion of counsel for the Indemnified Parties a conflict of interest between the Indemnified Parties and Aggregator may exist with respect to such Claim. If a conflict precludes Aggregator from assuming the defense, then Aggregator shall reimburse the Indemnified Parties on a monthly basis for the Indemnified Parties' defense costs through separate counsel of the Indemnified Parties' choice. If Aggregator assumes the defense of the Indemnified Parties with acceptable counsel, the Indemnified Parties, at their sole option and expense, may participate in the defense with counsel of their own choice without relieving Aggregator of any of its obligations hereunder.

8.3 **Survival.** Aggregator's obligation to indemnify Utility under this Section 8 shall survive the termination of this Agreement.

IX. NOTICES

9.1 **Mailing Address.** Except for statements, invoices and bills, which shall be submitted

pursuant to Section 4 above, any formal notice, request, or demand concerning this Agreement shall be given in writing by Utility or Aggregator, and shall be (a) mailed by first-class mail, (b) mailed by registered, certified or other overnight mail, (c) delivered in hand, or (d) faxed with confirmation as set forth below, to the other party as indicated below, or to such other address as the parties may designate by written notice.

If to Aggregator:

Fax : _____

If to Utility:

Fax : _____

9.2 Notices. Notices delivered by hand shall be deemed received when delivered. Notices sent by facsimile shall be deemed received upon receipt but must be confirmed by mail within seventy-two (72) hours. Notices delivered by first class mail shall be deemed received forty-eight (48) hours (not including weekends and holidays) after deposit, postage prepaid, in the U.S. mail, or if certified, registered or overnight mailing is used, as acknowledged by the signed receipt of mailing.

X. CONFIDENTIALITY

10.1 Confidentiality. Aggregator shall not disclose any Confidential Information obtained pursuant to this Agreement to any third party, including any affiliates of Aggregator, without the express prior written consent of Utility. As used herein, the term “Confidential Information” means proprietary business, financial and commercial information pertaining to Utility, customer names and other information related to customers, including energy usage data (“Customer Information”), any trade secrets and any other information of a similar nature, whether or not reduced to writing or other tangible form. Confidential Information shall not include: (a) information known to Aggregator prior to obtaining the same from Utility; (b) information in the public domain at the time of disclosure by Aggregator; (c) information obtained by Aggregator from a third party who did not receive the same, directly or indirectly, from Utility; or (d) information approved for release by express prior written consent of an authorized representative of Utility.

10.2 Use of Confidential Information. Aggregator hereby agrees that it shall use the Confidential Information solely for the purpose of performing under this Agreement. Aggregator agrees to use at least the same degree of care Aggregator uses with respect to its own proprietary or confidential information, which in any event shall result in a reasonable standard of care to prevent unauthorized use or disclosure of the Confidential Information.

10.3 Authorized Disclosure. Notwithstanding any other provisions of this Section 10, Aggregator may disclose any of the Confidential Information in the event, but only to the extent, that, based upon advice of counsel, Aggregator is required to do so by the disclosure requirements of any law, rule, regulation or any order, decree, subpoena or ruling or other similar process of any court, governmental agency or regulatory authority. Prior to making or permitting any such disclosure,

Aggregator shall provide Utility with prompt written notice of any such requirement so that Utility (with Aggregator's assistance if requested by Utility) may seek a protective order or other appropriate remedy.

10.4 Term. The confidentiality provisions set forth in this Section 10 shall remain in full force and effect with respect to any Confidential Information until the date that is ten (10) years after the date of disclosure of such Confidential Information; provided, further, that such confidentiality provisions shall remain in full force and effect with respect to any Customer Information in perpetuity.

10.5 Remedies. The Parties acknowledge that the Confidential Information is valuable and unique, and that damages would be an inadequate remedy for breach of this Section 10 and the obligations of Aggregator are specifically enforceable. Accordingly, the Parties agree that in the event of a breach or threatened breach of this Section 10 by Aggregator, Utility, its parent company(ies), subsidiaries and/or affiliates, who shall be third party beneficiaries of this Agreement, shall be entitled to seek an injunction preventing such breach, without the necessity of proving damages or posting any bond. Any such relief shall be in addition to, and not in lieu of, monetary damages or any other legal or equitable remedy available to Utility, its direct and indirect parent company(ies), subsidiaries or affiliates.

XI. MISCELLANEOUS

11.1 Assignment. This Agreement, and the rights and obligations granted and/or obtained by Aggregator hereunder, shall not be further transferred or assigned by Aggregator without the prior written consent of Utility. Any assignment in violation of this Section 11.1 shall be void.

11.2 Independent Contractor. Aggregator shall perform its obligations under this Agreement as an independent contractor, and no principal-agent or employer-employee relationship or joint venture or partnership shall be created with Utility.

11.3 Choice of Law. This Agreement shall be carried out and interpreted under the laws of the State of California, without regard to any conflict of law principles thereof. Except for matters and disputes with respect to which the CPUC is the proper venue for dispute resolution pursuant to applicable law or this Agreement, the federal and state courts located in San Diego County, California shall constitute the sole proper venue for resolution of any matter or dispute hereunder. The Parties submit to the exclusive jurisdiction of such courts with respect to such matters and disputes.

11.4 Resolution of Disputes. Any dispute arising between the Parties relating to the interpretation of this Agreement or to the performance of a Party's obligations hereunder shall be reduced to writing and referred to the Parties' designated representative for resolution. The Parties shall be required to meet and confer in an effort to resolve any such dispute. Any dispute or need for interpretation arising out of this Agreement which cannot be resolved after discussion between the Parties shall be submitted to the CPUC for resolution. If Aggregator disputes a Utility bill, the resolution of such dispute shall be as set forth in Rule 31.

11.5 Waiver. Any failure or delay by either party to exercise any right, in whole or part, hereunder shall not be construed as a waiver of the right to exercise the same, or any other right, at any time thereafter.

11.6 Governmental Actions. This Agreement shall be subject to the continuing jurisdiction of the CPUC and all orders, rules, regulations, decision or actions of any governmental entity (including a court) having jurisdiction over Utility or this Agreement. The Agreement is subject to such changes or modifications by the CPUC as it may direct from time to time in the exercise of its jurisdiction.

11.7 Entire Agreement. This Agreement, including the Attachments listed below, sets forth the entire understanding of the Parties as to the subject matter hereof, and supersedes any prior discussions, offerings, representations or understanding (whether written or oral), and shall only be superseded by an instrument in writing executed by both Parties. This Agreement shall not be modified by course of performance, course of conduct or usage of trade.

Attachment A: Schedule Participating Load Pilot (PLP)

Attachment B: Rule 31 – Aggregators for Participating Load Pilot (PLP)

Attachment C: Notice by Aggregator to Add or Delete Customers for Participating Load Pilot (Form 165-1003)

11.8 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

11.9 Headings. The headings contained in this Agreement are solely for the convenience of the Parties and shall not be used or relied upon in any manner in the construction or interpretation of this Agreement.

IN WITNESS WHEREOF, the authorized representatives of Utility and Aggregator have executed this Agreement as of the Effective Date.

UTILITY:

SAN DIEGO GAS & ELECTRIC COMPANY

AGGREGATOR:

By: _____

Signature: _____

Name: _____

Title: _____

By: _____

Signature: _____

Name: _____

Title: _____

ATTACHMENT A

Schedule Participating Load Pilot (PLP)

ATTACHMENT B

Rule 31 – Aggregators for Participating Load Pilot (PLP)

ATTACHMENT C

Notice by Aggregator to Add or Delete Customers



San Diego Gas & Electric Company
San Diego, California

Original Cal. P.U.C. Sheet No. 21273-E

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

SAMPLE FORMS

Sheet 1

Form 165-1002

NOTICE TO ADD, CHANGE OR TERMINATE AGGREGATOR
FOR PARTICIPATING LOAD PILOT PROGRAM

(06/09)

(See Attachment)

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(Continued)

1C8

Advice Ltr. No. 2076-E-A

Decision No. _____

Issued by
Lee Schavrien
Senior Vice President
Regulatory Affairs

Date Filed Jun 10, 2009

Effective Jun 16, 2009

Resolution No. _____



San Diego Gas & Electric
 8330 Century Park Court • SAN DIEGO, CA 92123 • (800) 411-SDGE (7343)

Notice to Add, Change or Terminate Aggregator for Participating Load Pilot

Instructions: Customers participating in the Participating Load Pilot must use this form to officially notify San Diego Gas & Electric Company (SDG&E) of your intent to add, change or terminate a designated Third-Party Aggregator. Type or print the information requested in the appropriate boxes, sign it, then submit it to SDG&E's Demand Response Programs Department. The Form must be submitted by U. S. mail, fax or e-mail; however, SDG&E may require that you mail the original as soon as possible, if you have faxed or e-mailed the Form.

Fax to: Demand Response Programs
 Attn: PLP Manager
 858-636-6803

Mail signed original to: Demand Response Programs
 Attn: PLP Manager
 San Diego Gas & Electric Company
 8335 Century Park Court CP12E
 San Diego, CA 92123

E-mail: drp@semprautilities.com

SDG&E may give notice of its receipt of this Form to Aggregator.

Customer Name:

Customer Account Number(s):

Aggregator:
 Specify Add/Change or Termination:

Effective date:

With respect to the addition or change of an Aggregator, Customer hereby designates the above named Aggregator to act as its Aggregator pursuant to applicable SDG&E tariff rules and rate schedules and the written contract between Customer and such Aggregator. Customer understands that notification of the designation of the Aggregator to represent Customer in the Participating Load Pilot must also be submitted by the Aggregator in order for such designation to become effective.

Customer understands that this designation may be changed or terminated by Customer, in its sole discretion, by providing official written notice of change or termination to SDG&E.

A copy of this notice is being sent to the other party. Such designation shall be subject to the Aggregator complying with applicable tariff and contractual provisions. This request is submitted by the following:

Signature: Date:
 Name:
 Title:
 Company:



San Diego Gas & Electric Company
San Diego, California

Original Cal. P.U.C. Sheet No. 21274-E

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

SAMPLE FORMS

Sheet 1

Form 165-1003

NOTICE BY AGGREGATOR TO ADD OR DELETE CUSTOMERS FOR
PARTICIPATING LOAD PILOT PROGRAM

(06/09)

(See Attachment)

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(Continued)

1C8

Advice Ltr. No. 2076-E-A

Decision No. _____

Issued by
Lee Schavrien
Senior Vice President
Regulatory Affairs

Date Filed Jun 10, 2009

Effective Jun 16, 2009

Resolution No. _____



Notice by Aggregator to Add or Delete Customers for Participating Load Pilot

Instructions: Aggregators, use this form to officially notify San Diego Gas & Electric Company (SDG&E) of your intent to add or delete SDG&E customers from your Participating Load Pilot portfolio. Send the completed notice to the SDG&E Demand Response Programs Department by US.mail or fax, however, the original must be mailed as soon as possible if the notice was faxed.

Fax to: Demand Response Programs
Attn: PLP Manager
858-636-6803

Mail signed original to: Demand Response Programs
Attn: PLP Manager
San Diego Gas & Electric Company
8335 Century Park Court CP12E
San Diego, CA 92123

E-mail: drp@semprautilities.com

SDG&E may verify the information on this notice with the affected Customer(s).

Aggregator Company Name:

Aggregator Code:

Additions will be effective as indicated on this notice. Deletions will be effective at the end of the current calendar month in which this notice is received.

Effective Add or Delete date:

By signing this form, Aggregator and Customer hereby notify SDG&E and understand that the Aggregator has the authority to act on behalf of the Customer at all times for the Service Agreements shown below subject to the applicable terms and conditions of SDG&E's Schedule PLP and the Aggregator Agreement.

Aggregator understands that the Customer, in its sole discretion, may terminate this designation by providing written notice to SDG&E. The termination will be effective at the end of the current calendar month in which the written notice is received by SDG&E.

Customer Name:
Title:
Signature:
Date:

Aggregator Name:
Title:
Signature:
Date:

**Notice by Aggregator to Add/Delete Customers for
Participating Load Pilot
Please Print or Type Clearly**

Aggregator Name: _____

	Add/ Delete	Customer Name	SDG&E Customer Account Number	Electric Meter Number	Service Address
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					



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6H8
Advice Ltr. No. 2076-E-A
Decision No. _____

Issued by
Lee Schavrien
Senior Vice President
Regulatory Affairs

Date Filed Jun 10, 2009
Effective Jun 16, 2009
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