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April 2, 2010

ADVICE LETTER 2160-E
(U902-E)

PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

**SUBJECT: IMPLEMENTATION OF THE PROCESSES FOR THE LIMITED RE-OPENING
OF DIRECT ACCESS IN COMPLIANCE WITH DECISION (D.)10-03-022**

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

PURPOSE

In accordance with Ordering Paragraph (OP) 5 of California Public Utilities Commission (Commission) Decision (D.) 10-02-022, this filing implements the processes for the limited re-opening of Direct Access (DA), as ordered.

BACKGROUND

On October 11, 2009, a new law took effect that provides for a limited re-opening of Direct Access, Senate Bill 695. On March 11, 2010, the Commission issued D.10-03-022 establishing the processes for implementing the limited re-opening of DA.

The relevant sections of SB 695 and D.10-03-022 provide the following information concerning the limited re-opening of DA:

- Nonresidential customers shall be allowed to acquire electric service from ESPs in each utility's service area, up to a maximum allowable total kilo-watt hours (kWh) limit (Cap).
- The Cap will be established based on the maximum total kWh supplied by ESPs during any sequential 12-month period between April 1, 1998 and October 11, 2009.
- The Cap for SDG&E is 3,562 gigawatt-hours (GWh)
- The amount of load available for DA Service under the Cap in SDG&E's service territory is 462 GWh.
- The limited re-opening of DA will be phased-in over a period of four years.

TARIFF REVISIONS IN COMPLIANCE WITH D.10-03-022

The following section summarizes the proposed tariff changes included in Attachment A:

Electric Rules**Rule 25 – DIRECT ACCESS RULES**

Pursuant to OP 6, Rule 25 is being modified to provide the temporary waiver of the interval metering requirements for customers with electric demand between 50 kW and 199 kW. A provision has also been included to state that, with the exception of those that have submitted a six-month notice to return to DA prior to March 11, 2010, residential customers are not eligible to transfer to DA under the limited re-opening pursuant to SB695.

Rule 25.1 – SWITCHING EXEMPTION RULES

In addition to various changes throughout Sections A and B to ensure the existing switching rules are modified in accordance with the rules established for the limited re-opening of DA, Section C. – Initial Transition Period has been deleted. The provisions of this section set forth the rules associated with the initial implementation of the switching rules and are no longer needed. In its place, SDG&E is proposing new Section C. – Phase-In Period that sets forth the rules and processes required to implement the four calendar year phase-in and longer term rules required to ensure the Overall DA Cap is not exceeded after the phase-in period associated with the limited re-opening of DA in accordance with the Decision.

Forms

The following forms have been added or modified to ensure compliance and consistency with the rules established to implement the limited re-opening of DA pursuant to the Decision:

- Notice of Intent to Transfer to Direct Access Service
- Six Month Notice to Transfer to Direct Access
- Six Month Notice to Return to Bundled
- Direct Access Customer Relocation/Replacement Declaration
- Customer Assignment Notification

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. SDG&E respectfully requests that this filing become effective on April 2, 2010, which is the date filed.

PROTEST

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

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

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

Attn: 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 R.07-05-025, by providing them a copy hereof either electronically or via the U.S. mail, properly stamped and addressed.

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

RON VAN DER LEEDEN
Director – Rates, Revenues & Tariffs

Attachments

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: Christina Sondrini

Phone #: (858) 636-5736

E-mail: csondrini@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) #: 2160-E

Subject of AL: Implementation of the Processes for the Limited Re-Opening of Direct Access in Compliance with Decision 10-03-022

Keywords (choose from CPUC listing): Compliance, Direct Access

AL filing type: Monthly Quarterly Annual One-Time Other _____

If AL filed in compliance with a Commission order, indicate relevant Decision/Resolution #:
D.10-03-022

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: N/A

Resolution Required? Yes No

Tier Designation: 1 2 3

Requested effective date: 4/2/2010

No. of tariff sheets: 45

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: Please see Table of Contents

Service affected and changes proposed¹: N/A

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

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

CPUC, Energy Division

Attention: Tariff Unit

505 Van Ness Ave.,

San Francisco, CA 94102

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

San Diego Gas & Electric

Attention: 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

Children's Hospital & Health Center

T. Jacoby

City of Chula Vista

M. Meacham

City of Poway

R. Willcox

City of San Diego

J. Cervantes

G. Lonergan

M. Valerio

Commerce Energy Group

V. Gan

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

Godin, 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

Pacific Gas & Electric Co.

J. Clark

M. Huffman

S. Lawrie

E. Lucha

Pacific Utility Audit, Inc.

E. Kelly

San Diego Regional Energy Office

S. Freedman

J. Porter

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

R.07-05-025

ATTACHMENT A
ADVICE LETTER 2160-E

Cal. P.U.C. Sheet No.	Title of Sheet	Canceling Cal. P.U.C. Sheet No.
Revised 21668-E	RULE 25, DIRECT ACCESS RULES, Sheet 2	Revised 19761-E
Revised 21669-E	RULE 25, DIRECT ACCESS RULES, Sheet 3	Revised 20292-E
Revised 21670-E	RULE 25, DIRECT ACCESS RULES, Sheet 4	Original 10529-E
Revised 21671-E	RULE 25, DIRECT ACCESS RULES, Sheet 5	Original 10530-E
Revised 21672-E	RULE 25, DIRECT ACCESS RULES, Sheet 6	Original 10531-E
Revised 21673-E	RULE 25, DIRECT ACCESS RULES, Sheet 7	Original 10532-E
Revised 21674-E	RULE 25, DIRECT ACCESS RULES, Sheet 8	Original 10533-E
Revised 21675-E	RULE 25, DIRECT ACCESS RULES, Sheet 9	Revised 11901-E
Revised 21676-E	RULE 25, DIRECT ACCESS RULES, Sheet 10	Revised 20293-E
Revised 21677-E	RULE 25, DIRECT ACCESS RULES, Sheet 11	Original 10536-E
Revised 21678-E	RULE 25, DIRECT ACCESS RULES, Sheet 12	Revised 12198-E
Revised 21679-E	RULE 25, DIRECT ACCESS RULES, Sheet 13	Original 10538-E
Revised 21680-E	RULE 25, DIRECT ACCESS RULES, Sheet 14	Original 10539-E
Revised 21681-E	RULE 25, DIRECT ACCESS RULES, Sheet 15	Revised 12199-E
Revised 21682-E	RULE 25, DIRECT ACCESS RULES, Sheet 16	Revised 11903-E
Revised 21683-E	RULE 25, DIRECT ACCESS RULES, Sheet 17	Revised 11904-E
Revised 21684-E	RULE 25, DIRECT ACCESS RULES, Sheet 18	Revised 11905-E
Revised 21685-E	RULE 25, DIRECT ACCESS RULES, Sheet 19	Revised 11906-E
Revised 21686-E	RULE 25, DIRECT ACCESS RULES, Sheet 20	Revised 11907-E
Revised 21687-E	RULE 25, DIRECT ACCESS RULES, Sheet 21	Revised 11908-E
Revised 21688-E	RULE 25, DIRECT ACCESS RULES, Sheet 22	Revised 11909-E
Revised 21689-E	RULE 25, DIRECT ACCESS RULES, Sheet 23	Revised 11910-E
Revised 21690-E	RULE 25, DIRECT ACCESS RULES, Sheet 24	Revised 11911-E
Revised 21691-E	RULE 25, DIRECT ACCESS RULES, Sheet 25	Revised 11912-E
Revised 21692-E	RULE 25, DIRECT ACCESS RULES, Sheet 26	Revised 11913-E
Revised 21693-E	RULE 25, DIRECT ACCESS RULES, Sheet 27	Revised 11914-E
Revised 21694-E	RULE 25.1, SWITCHING EXEMPTIONS, Sheet 1	Revised 19762-E
Revised 21695-E	RULE 25.1, SWITCHING EXEMPTIONS, Sheet 2	Revised 19613-E
Revised 21696-E	RULE 25.1, SWITCHING EXEMPTIONS, Sheet 3	Revised 19614-E*
Revised 21697-E	RULE 25.1, SWITCHING EXEMPTIONS, Sheet 4	Revised 19615-E*
Revised 21698-E	RULE 25.1, SWITCHING EXEMPTIONS, Sheet 5	Original 16758-E
Original 21699-E	RULE 25.1, SWITCHING EXEMPTIONS, Sheet 6	
Original 21700-E	RULE 25.1, SWITCHING EXEMPTIONS, Sheet 7	
Original 21701-E	RULE 25.1, SWITCHING EXEMPTIONS, Sheet 8	

ATTACHMENT A
ADVICE LETTER 2160-E

Cal. P.U.C. Sheet No.	Title of Sheet	Canceling Cal. P.U.C. Sheet No.
Original 21702-E	RULE 25.1, SWITCHING EXEMPTIONS, Sheet 9	
Original 21703-E	RULE 25.1, SWITCHING EXEMPTIONS, Sheet 10	
Original 21704-E	RULE 25.1, SWITCHING EXEMPTIONS, Sheet 11	
Revised 21705-E	SAMPLE FORMS, FORM 143-02759, Sheet 1	Original 17427-E
Original 21706-E	SAMPLE FORMS, FORM 143-02760, Sheet 1	
Original 21707-E	SAMPLE FORMS, FORM 143-02761, Sheet 1	
Original 21708-E	SAMPLE FORMS, FORM 143-02762, Sheet 1	
Original 21709-E	SAMPLE FORMS, FORM 143-02763, Sheet 1	
Revised 21710-E	TABLE OF CONTENTS, Sheet 1	Revised 21629-E
Revised 21711-E	TABLE OF CONTENTS, RULES, Sheet 7	Revised 21508-E
Revised 21712-E	TABLE OF CONTENTS, Sheet 11	Revised 21287-E



RULE 25

DIRECT ACCESS RULES

The following terms and conditions apply to both UDC customers and electric energy service providers who participate in Direct Access. Direct Access shall refer to any end-use UDC customer electing to procure its electricity, and any other CPUC-authorized energy services, directly from energy service providers (ESPs) as defined in Rule 1. ESPs who serve small customer service accounts, as defined in Rule 1, shall be registered with the State of California and meet any certification requirements established by the appropriate State agencies.

Pursuant to D.05-12-041, customers receiving Direct Access Service may be automatically enrolled in a Community Choice Aggregation Program, as described in Rule 27.

Effective March 11, 2010, the right to transfer to Direct Access service is closed to residential customers. However, a residential customer previously classified as DA-eligible that submitted a Six Month Notice to Transfer to Direct Access Service form (Form 143-02760) prior to March 11, 2010, retains a one-time right to transfer to DA service pursuant to D.10-03-022 and the conditions set forth in Rule 25.1, Section B.

N
N
N
N

A. Customer Service Elections

All UDC customers will acquire their electric power needs under three options. The Hourly EECC Rate Option and Direct Access options stated below are effective on the date that the Commission or its delegate declares to be the start of Direct Access.

1. Utility Energy Services - Average EECC Pricing (Default UDC Services)

This service preserves traditional UDC electric services, where the UDC performs all energy services for the end-use customers. All customers who have not chosen to use direct access remain on default UDC services. Customers may choose to return to default UDC services after having elected direct access.

2. Non-Utility Energy Services (Direct Access)

This service election allows customers to purchase electric power and, at the customer's election, additional energy services from non-UDC entities known as ESPs.

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RULE 25

DIRECT ACCESS RULES

A. Customer Service Elections (Continued)

2. Non-Utility Energy Services (Direct Access) (Continued)

Direct Access customers who are not defined as Small Customers, as defined in Section B, General Terms, will be required to have in place Interval Metering, as defined below, at no expense to the UDC. Pursuant to D. 97-05-039, these customers will be eligible to choose either the UDC or ESP to provide meter services. After 1998, the CPUC will extend meter service elections to remaining customers. Meter service options are described in Sections G and H.

Direct Access customers, who have individual service accounts with a maximum demand between 20 and 50 kW for at least nine of the preceding 12 months, and an annual maximum demand below 80 kW, will be exempt from the Interval Metering requirements at least until March 31, 2002.

Pursuant to D.10-03-022, Direct Access customers who have individual service accounts with a maximum demand over fifty (50) kW in four (4) out of the last twelve (12) months or have a maximum load for any one of those twelve (12) months of eighty (80) kW or more, but less than two hundred (200) kW in ten (10) or more consecutive months in the last twelve (12) months may elect Direct Access service using load profiles until such time as SDG&E completes its deployment of Automated Metering Infrastructure (AMI) meters and is able to provide the required interval data. Until such time, at the option of the customer, Interval Metering, as defined below, may be installed by either SDG&E or an ESP at the customer's expense.

Direct Access customers who have individual service accounts with a maximum demand of two hundred (200) kW or greater for three (3) consecutive months are required to have an Interval Meter.

B. General Terms

1. Definitions

The definitions of principal terms used in this rule are found either herein or in Rule 1, Definitions. Unless otherwise stated, all references to "customer" in this rule will refer to UDC customers who have elected Direct Access. Unless otherwise stated, all references to "small commercial customers" in this rule will be defined in Rule 1, Definitions. Unless otherwise stated, all references to "service account" shall refer to individual customer meters.

The descriptive headings of the various sections of this Agreement have been inserted for convenience of reference only and shall in no way define, modify or restrict any of the terms and provisions thereof.

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RULE 25

DIRECT ACCESS RULES

B. General Terms (Continued)

2. General Obligations of the UDC

a. Non Discrimination

The UDC shall discharge its responsibilities under this tariff in a neutral manner as to providers of all commodities and services which are subject to customer choice. Unless otherwise authorized by the CPUC, the FERC, or the affiliate transactions rules, a UDC shall not:

- (1) Represent that its affiliates or customers of its affiliates will receive any different treatment with regard to the provision of UDC services than other, unaffiliated service providers as a result of affiliation with the UDC; or
- (2) Provide its affiliates, or customers of its affiliates, any preference (including but not limited to terms and conditions, information, pricing or timing) over non-affiliated suppliers or their customers in the provision of UDC services.

b. Requests for UDC Services

A UDC shall process requests for similar UDC services, such as DASRs, in the same manner and within the same period of time for its affiliates and for all other market participants and their respective customers.

c. Timeliness and Due Diligence

Consistent with state law and CPUC decisions, the UDC shall exercise due diligence in meeting its obligations and deadlines under this tariff so as to facilitate customer choice as quickly as possible.

d. Transmission and Distribution Service

Subject to the terms of the Service Agreement, applicable tariffs and applicable FERC rules and ESP's and customer's compliance with their terms, the UDC will provide transmission and distribution services under applicable tariffs and contracts for delivery of electric power to Direct Access customers.

3. General Obligations of ESPs

a. Timeliness and Due Diligence

ESPs shall exercise due diligence in meeting their obligations and deadlines under this tariff so as to facilitate customer choice as quickly as possible. ESPs shall make all payments owed to the UDC under this tariff in a timely manner subject to applicable payment dispute provisions.

(Continued)



RULE 25

DIRECT ACCESS RULES

B. General Terms (Continued)

3. General Obligations of ESPs (Continued)

b. Arrangements with ESP Customers

ESP's shall be solely responsible for having appropriate contractual or other arrangements with their customers necessary to implement direct access consistent with all applicable laws, CPUC requirements and this tariff. The UDC shall not be responsible for monitoring, reviewing or enforcing such contracts or arrangements.

c. Scheduling Coordinator

As a requirement of this tariff, ESP's providing electric power shall have one or more Scheduling Coordinators, with no more than one Scheduling Coordinator per service account, for the purpose of reporting all of the ESP's end-use meter readings to the ISO. ESP's shall disclose the identity of these Scheduling Coordinators to the UDC. The UDC shall not be responsible for enforcing requirements applicable to the performance of the Scheduling Coordinators.

4. Transfer of Cost Obligations Between ESPs and Customers

Nothing in this tariff is intended to prevent ESP's and customers from agreeing to reallocate between them any costs for Direct Access services which are designated in this tariff to be paid by either of them.

5. Responsibility for Electric Purchases

ESP's will be responsible for the purchase of their Direct Access customers' electric power needs and the delivery of such purchases to designated receipt points as set forth on the schedules given to the Scheduling Coordinators (SC).

6. UDC Not Liable for ESP Services

To the extent the customer takes service from an ESP, the UDC has no obligations to the customer with respect to the services provided by the ESP. The customer must look to the ESP to carry out the responsibilities associated with that service.

7. ESP Not Liable for UDC Services

To the extent the customer takes service from the UDC, an ESP has no obligations to the customer with respect to the services provided by the UDC. The customer must look to the UDC to carry out the responsibilities associated with that service.

(Continued)

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Advice Ltr. No. 2160-E

Decision No. 10-03-022

Issued by
Lee Schavrien
Senior Vice President
Regulatory Affairs

Date Filed Apr 2, 2010

Effective Apr 2, 2010

Resolution No. _____



RULE 25

DIRECT ACCESS RULES

B. General Terms (Continued)

8. Load Aggregation for Procuring Electric Power

Customers or ESPs may aggregate individually metered electric loads for procuring electric power only. Load aggregation will not be used to compute UDC charges or for tariff applicability. The right of customers to physically aggregate by combining multiple accounts into a single metered account as permitted under CPUC-approved tariffs is not restricted by this section.

9. Split Loads Not Allowed

Customers requesting Direct Access services may not partition the electric loads of a service account among electric service options or providers. The entire load of a service account must be nominated to only one of the electric service options or providers available to customers.

10. Small Customers

All Small Customers, as defined in Rule 1, Definitions, except for agricultural and lighting customers, are eligible for a 10% reduction in rates effective January 1, 1998. Service accounts of small customers, as defined in Rule 1, are eligible for statistical load profiling effective January 1, 1998. Small customer service accounts will not be eligible for meter services provided by non-UDC parties until January 1, 1999.

For new customers without a history of electric use, the UDC will estimate new meter loads using existing criteria and use these estimates to evaluate the customer's eligibility for unbundled meter services and statistical load profiles.

11. Interval Metering

"Interval Metering" shall refer to the purchase, installation and maintenance of a meter device capable of recording minimum data required. Minimum data requirements include (a) hourly data required for the Direct Access settlement process; or (b) data required to bill UDC distribution tariffs, including any communication systems needed to allow the customer access to meter reading usage data.

12. Statistical Load Profiles

The UDC will provide statistical load profiles, in place of Interval Metering, to permit the UDC or ESP to compute the bills for all Direct Access customers who have service accounts that do not require, or are exempt from, Interval Metering as specified above. Except for calculation of CTCs, statistical load profiles will not apply to service accounts where Interval Metering is in place and used for billing. Statistical load profiles will be applied as authorized by the CPUC.

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RULE 25

DIRECT ACCESS RULES

B. General Terms (Continued)

13. Master Metered Customers

Individual master metered customers who provide sub-metered tenant billings, may participate in Direct Access as a single account. A master metered customer may not partition the electric loads of a single master meter among several electric service options or providers. The entire load of a single master meter must receive service under one electric service option and provider.

14. Service Fees and Other Charges

- a. For services for which the CPUC determines there are insufficient providers to ensure customer choice ("Non-Discretionary Services"), service fees shall be established by the UDC based on incremental cost and shall be approved by the CPUC. Once approved, these fees will be included in the appropriate UDC rate schedule.
- b. During the interim period between the start of Direct Access and a CPUC decision approving specific fees for Non-Discretionary Services, the UDC will charge the net incremental costs associated with providing Non-Discretionary services to a memorandum account pending the CPUC's decision regarding service fees. Should the Commission approve such fees, the UDC may seek to collect such fees as a Direct Access implementation charge under Section 376 of the Public Utilities Code.
- c. For services for which there are sufficient providers to ensure customer choice ("Discretionary Services"), service fees shall be established by the UDC via an advice letter effective thirty (30) days following filing of the advice letter and included in the appropriate UDC rate schedule.
- d. The UDC may charge interim fees for the metering and billing services described in this Rule based on the incremental costs associated with providing these services as set forth in the appropriate UDC rate schedule. During the interim period between November 1, 1997 and a CPUC decision regarding such fees, the UDC will track the fees and costs associated with providing these billing and metering services in a one-way memorandum account. If the service fees are approved by the CPUC, and such fees are lower than those included in the appropriate rate schedule, the fees previously charged will be reconciled against the approved fees and subject to refund.
- e. Service charges approved by the CPUC such as service connection fees, special meter readings etc., and which are contained within or authorized by other tariffs are not affected by this Rule.
- f. Fees for Direct Access services are described in Schedule DA.

(Continued)



RULE 25

DIRECT ACCESS RULES

B. General Terms (Continued)

14. Service Fees and Other Charges (Continued)

g. The UDC can recover the costs of Direct Access service only once (i.e., any cost recovered under one cost recovery mechanism-- fees, charges, direct access implementation rates or existing rates-- should not also be recovered through another mechanism).

15. CTC Obligations

As a condition of receiving Direct Access service, Direct Access customers will be responsible to pay for all Competition Transition Charges (CTC) and other non-bypassable charges authorized by the CPUC for the UDC to recover from customers in accordance with state law. Direct Access customers are required to confirm this responsibility in writing provided to the ESP, unless the customer is exempt from the requirement to provide such a confirmation in writing pursuant to Public Utilities Code Section 370.

Where the customer disputes its obligations to pay CTC for a particular account, the customer may condition its agreement on resolution of the dispute, provided that the customer has formally requested the CPUC to grant such relief. However, the existence of such a dispute does not relieve the customer from the obligation of paying CTC while the dispute is pending. The UDC will continue to bill the customer (either directly or indirectly through its ESP, depending on the billing option selected) for such charges. The customer must pay all charges, but may pay any amounts in disputes in accordance with Rule 10, pending resolution of the dispute.

16. Franchise Fees And Other Charges

Direct Access customers continue to be responsible to pay all applicable fees, surcharges and taxes as authorized by law. The UDC will bill ESPs for franchise fees as set forth in Public Utilities Code Sections 6350 to 6354, and for fees as set forth in Public Utilities Code Sections 401 to 410. The ESP and UDC will each be responsible for calculating other fees, taxes, and surcharges for their respective services. The billing party will be responsible for billing these charges.

17. Liability In Connection With ESP Services

a. In this Section, "damages" shall include all losses, harm, costs, and detriment, both direct and consequential, suffered by the customer.

b. The UDC shall not be liable to the customer and ESP for any damages caused by the UDC's conduct in compliance with, or as permitted by, the UDC's electric rules and tariffs, the ESP/UDC Agreement and associated legal and regulatory requirements related to DA Service.

c. The UDC shall not be liable to the customer for any damages caused to the customer by any failure by ESP to comply with the UDC's electric rules and tariffs, the ESP/UDC Agreement and associated legal and regulatory requirements related to DA Service.

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RULE 25

DIRECT ACCESS RULES

B. General Terms (Continued)

17. Liability In Connection With ESP Services (Continued)

- d. The CPUC shall have initial jurisdiction to interpret, add, delete or modify any provision of this tariff or the ESP-UDC Service Agreement, and to resolve disputes regarding the UDC's performance of its obligations under the UDC's electric rules and tariffs, the ESP-UDC Service Agreement and requirements related to Direct Access service, including any disputes regarding delays in the implementation of Direct Access.
- e. The UDC shall not be liable to the customer for any damages caused by ESP's failure to perform any commitment to the customer, including, but not limited to the obligation to provide Electric Supply services to the customer. The ESP shall not be liable to the customer for any damages caused by the UDC's failure to perform any commitment to the customer.
- f. An ESP is not the UDC's agent for any purpose. The UDC shall not be liable to the customer for any damages resulting from any acts, omissions, or representations made by ESP in connection with soliciting customers for DA Service or performing any of its functions in rendering DA Service.
- g. A UDC is not the ESP's agent for any purpose. The ESP shall not be liable to the customer for any damages resulting from any acts, omissions, or representations made by the UDC in connection with soliciting customers for DA Service or performing any of its functions in rendering DA Service.

C. Customer Inquiries and Data Accessibility

1. Customer Inquiries

For customers requesting information on Direct Access, the UDC will make available the following information:

- a. Customer information packets, explaining the customer's choices for electric services, and the procedures and forms needed to implement these services.
- b. A list of CPUC-registered ESPs eligible to serve small customers as well as a list of all ESPs with service agreements to do business in the UDC's service territory. The UDC will endeavor to update its lists periodically, but the UDC is under no obligation to assure the accuracy of these lists.

New customers will receive general information concerning their choices for electric services by contacting the UDC.

(Continued)



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Sheet 10

DIRECT ACCESS RULES

C. Customer Inquiries and Data Accessibility (Continued)

2. Customer Request To Initiate Service

For customers initiating a request for electric service from the UDC, the UDC shall inform customers of their ability to choose their electric provider and that the information described in Section C.1. is available. The UDC shall also inform customers of the toll-free number of the Electric Education Call Center so long as it remains in operation.

3. Access to Customer Usage Data

The UDC will provide customer-specific usage data to parties specified by the customer, subject to the following provisions:

- a. Except as provided in Section E, DASRs, the inquiring party must have written authorization from the customer to release such information to the inquiring party only. At the customer's request, this authorization may also indicate if customer information may be released to other parties as specified by the customer.
- b. Subject to customer authorization, the UDC will provide a maximum of the most recent 12 months of customer usage data or the amount of data for that specific service account in a format approved by the CPUC. Customer information will be released to the customer or its authorized agent up to two times per year per service account at no cost to the requesting party. During the period when the commencement of the ISO and PX operations are delayed, this type of information will be provided one additional time and free of charge to the customer or their authorized agent. Thereafter, the UDC will have the ability to assess a processing charge only if approved by the CPUC.
- c. As a one-time requirement at the initiation of Direct Access, the UDC will make available a database containing a 12-month history of customer-specific usage information with geographic and SIC information, but with customer identities removed. The UDC will have the ability to assess a charge only if approved by the CPUC.
- d. By electing to take Direct Access service from an ESP, the customer consents to the release to the ESP metering information required for billing, settlement and other functions required for the ESP to meet its requirements and 12 months of historical usage data.

4. Customer Inquiries Concerning Billing-Related Issues

Customer inquiries concerning the UDC's charges or services should be directed to the UDC. Customer inquiries concerning the ESP's charges or services should be directed to the ESP.

(Continued)

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RULE 25

DIRECT ACCESS RULES

C. Customer Inquiries and Data Accessibility (Continued)

5. Customer Inquiries Related To Emergency Situations And Outages

- a. The UDC will be responsible for responding to all inquiries related to distribution service, emergency system conditions, outages and safety situations. Customers contacting the ESP with such inquiries should be referred directly to the UDC. ESPs performing ESP Consolidated Billing must show the UDC's phone number on their bills for use in emergencies.
- b. It may be necessary for the UDC to shed or curtail customer load at the request of the ISO, or as otherwise provided by Commission tariffs. In such cases, the UDC will give both the affected customer and ESP as much notice as reasonably possible.
- c. The UDC will notify the customer and ESP of planned distribution system outages for maintenance work prior to commencement of such outages if feasible.
- d. The UDC will be responsible for implementing Commission-approved load curtailment programs, including providing notification to participating "non-firm" customers who are the Direct Access customers of the ESP.
- e. The ESP will be responsible for notifying its Scheduling Coordinator of any notice received from the UDC under Section C.4. Customer Inquiries Concerning Billing-Related Issues.

D. ESP Service Establishment

The ESP must satisfy the following requirements before an ESP can provide Direct Access services in the UDC's service territory:

- 1. All ESPs must submit an executed standard Energy Service Provider Agreement (UDC-ESP Service Agreement) in the form attached hereto.
- 2. The ESP must warrant to the UDC that the ESP has registered with the CPUC if it intends to serve small customers and has selected an Independent Verification Agent (IVA) for all transactions for which independent verification is required by law.
- 3. The ESP must satisfy UDC credit-worthiness requirements as specified in Section P, Credit Requirements.
- 4. The ESP must satisfy applicable CPUC Electronic Data Exchange requirements, including:
 - a. ESP must complete all necessary electronic interfaces for the ESP and UDC to communicate for DASRs, general communications and if providing Metering and Data Management Agent (MDMA) services, to satisfy meter reading communications including communicating to and from MDMA Servers for sharing of meter reading and usage data.

(Continued)



RULE 25

DIRECT ACCESS RULES

D. ESP Service Establishment (Continued)

- 4. The ESP must satisfy applicable CPUC Electronic Data Exchange requirements, including: (Continued)
 - b. The ESP must have the capability to exchange data with the UDC via the Internet. Alternative arrangements may be allowed if mutual agreement is made between the UDC and ESP.
 - c. The ESP must have the capability to perform Electronic Data Interchange (EDI), and enter into appropriate agreements related thereto, if the ESP will be offering either UDC or ESP Consolidated Billing services.
- 5. If the ESP will be offering Consolidated ESP Billing services, Meter Services or MDMA Services, the ESP must demonstrate the ability to perform the functions required by this Rule. The UDC will continue to provide those services until compliance testing has been completed. The ESP's failure to complete such compliance testing shall not affect its ability to provide electric power to customers.

E. Direct Access Service Request (DASR)

- 1. Direct Access Service Requests (DASRs), Form 143-02059 (11/97), must be submitted electronically (unless the UDC has also approved of some alternative means of submittal) to the UDC by the customer's authorized ESP, or the customer if it is acting as its own ESP. The DASR process described herein is used for customer Direct Access elections, customer-initiated returns to default UDC service and ESP-initiated termination of a customer agreement. ESPs must execute the UDC-ESP Service Agreement before submitting DASRs.
- 2. A separate DASR must be submitted for each service account. Upon request, the UDC will provide timely updates on the status of the DASR processing to the submitting ESP and customer.
- 3. DASRs must identify the service account participating in Direct Access, including its billing and meter service elections. A DASR that does not contain this information is materially incomplete.
- 4. DASR forms will be available through electronic means (e.g., the UDC's website).
- 5. An ESP who is providing meter services must satisfy and specify in the DASR process for each service account, the meter and data communications provisions that are contained on the DASR and related forms.

(Continued)



RULE 25

DIRECT ACCESS RULES

E. Direct Access Service Request (DASR) (Continued)

6. For Small Customers, a DASR shall not be submitted to the UDC by the ESP until after midnight of the third business day after the verification required under Section 366.5 has been completed, or until after midnight of the fifth business day after the mailing or provisioning of the Section 394.5 notice, whichever is later. It is the responsibility of the ESP to ensure that the requests of Small Customers to cancel service pursuant to Public Utilities Code Section 395 are honored.

If a customer cancels an agreement pursuant to Public Utilities Code Section 395, a DASR shall not be submitted for that customer. If a DASR has already been submitted, the submitting party shall, within 24 hours, direct the UDC to cancel the DASR.

7. The UDC will provide an acknowledgment of its receipt of the DASR to the ESP within two (2) working days of its receipt. The UDC will exercise best efforts to provide, within three (3) working days thereafter (and no later than five (5) working days), the ESP and the customer with a DASR status notification informing them as to whether the DASR has been accepted, rejected or deemed pending for further information. As of July 1998, the UDC will provide this DASR status notification within three (3) working days. If accepted, the switch date determined in accordance with paragraphs 12 or 13 of this section, will be sent to the ESP, the former ESP if applicable, and the customer. If a DASR is rejected, the UDC will provide the reasons for the rejection. If a DASR is held pending further information, it shall be rejected if the DASR is not completed within eleven (11) working days following the status notification.

8. In accordance with the provisions of Rule 3, the UDC has the right to deny the ESP's request for service if the information provided by the applicant is false, incomplete, or inaccurate in any material respect.

9. The UDC will begin accepting requests for Direct Access no later than November 9, 1997.

10. If a submitted DASR complies with the DASR requirements, the DASR will be accepted and scheduled for Direct Access implementation.

11. For a specific service account to qualify for priority queues in the processing of Direct Access requests if backlogs are experienced by the UDC, the ESP must warrant to the UDC that at least 50% of its electric power to that customer will come from a state-certified renewable energy resource supplier meeting the requirements of PU Code Section 365(b)(2). In other cases, DASRs shall be handled on a first-come, first-served basis. Each request shall be time-stamped by the UDC. The UDC has no responsibility for verifying the customer's or ESP's compliance with Section 365(b)(2).

12. If more than one DASR is received for a service account within a single DASR processing period (16th of the month until the 15th of the following month), only the first valid DASR received will be processed in that period. All subsequent DASRs will be rejected.

13. Accepted DASRs that do not require a meter change and that are received by the UDC on or before the 15th of the month will be switched over no later than the next month's scheduled meter reading date for that service account.

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RULE 25

DIRECT ACCESS RULES

E. Direct Access Service Request (DASR) (Continued)

- 14. Accepted DASRs that require a meter change by the UDC will be switched over to Direct Access on the date of installation. The UDC will endeavor to complete the meter change request within 15 days after acceptance of the DASR in the absence of a meter installation backlog. The UDC will provide notice of any current meter service backlog or the next available installation date.
- 15. Accepted DASRs that require a meter change by an ESP will be switched over to Direct Access on the date the meter is installed.
- 16. A maximum of twelve (12) months of customer usage data, or the amount available for that customer, will be sent from the UDC, or existing ESP currently serving that customer, to the new ESP no later than five (5) days before the scheduled switch date.
- 17. In the event that the ISO governing board declares an emergency and institutes a moratorium of UDC processing of Direct Access requests, the UDC will comply with such requests and inform ESPs or customers of the details of emergency plans.
- 18. The UDC, ESP and customer, on mutual agreement, may agree to a different service change date for the service changes requested in a DASR.
- 19. A DASR is submitted pursuant to the terms and conditions of the ESP/UDC Agreement and this Rule, and will also be used to define the Direct Access services that the ESP is providing the customer.
- 20. Customers returning to UDC bundled service will follow the same process and timing as DASRs to establish Direct Access service.
 - a. ESPs requesting to return a Direct Access customer to UDC bundled service will submit a DASR and be responsible for the continued provision of the customer's electric supply service, metering and billing services until the service change date. In this case, the ESP will also be responsible for paying any Commission-approved DASR charge.
 - b. Customer's requesting return to UDC bundled service may do so either by contacting their ESP or directly contacting the UDC. In this latter case, the customer will be responsible for paying any Commission-approved DASR charge.
- 21. The UDC will have the ability to assess a charge for accepted DASRs only, and only if such a fee is approved by the CPUC. This charge will be billed to the ESP unless the customer is requesting to return to UDC service where the charge will be billed to the customer.

(Continued)

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RULE 25

DIRECT ACCESS RULES

E. Direct Access Service Request (DASR) (Continued)

- 22. Following the removal of system limitations, a customer moving to new premises may retain or start Direct Access immediately, and in any event no later than two days after a DASR has been submitted, provided that the applicable metering requirements have been met. Due to current system limitations, a customer moving to new premises who wants to retain or start Direct Access must have the ESP submit a DASR to the UDC for the new premises no less than 10 business days before the customer's scheduled start date at the new premises. This DASR will need a special "new customer" notation. If the DASR is received after that date or without the notation of "new customer" the customer will receive the UDC's bundled service until the DASR is processed under the procedures set forth in Section E (13), DASRs.
- 23. Billing options (including designation of a billing agent) and metering options are requested through a submission of a DASR and cannot be changed more frequently than once per billing cycle.
- 24. The UDC will not hold the ESP responsible for any customer unpaid billing charges prior to the customer's switch to Direct Access. Unpaid billing charges will not delay the processing of DASRs and will remain the customer's responsibility to pay the UDC. The UDC will follow current CPUC credit rules in the event of customer non-payment, which includes the disconnection of service.

F. Independent Verification

A request for a change in ESPs representing Small Customers shall not be submitted to the UDC by the ESP until after midnight of the third business day after the verification required under Section 366.5 has been completed, or until after midnight of the fifth business day after the mailing or provisioning of the Section 394.5 notice, whichever is later. These provisions are not repeated herein.

The UDC may not accept a request from a Small Customer to return to the UDC's provisioning of electric service unless the provisions of PU Code Sections 366.5 and 394.5 have been satisfied.

G. Metering Services

1. Definitions

a. Meter Services

Meter services have been proposed to be grouped into three packages for initial DA implementation. These three packages are:

- Meter Ownership
- Meter Services (Installation, maintenance, and testing)
- Meter Data Management Agent (MDMA) Services

These packages are subject to CPUC approval. These package services may be provided by the UDC or an ESP, and the parties may subcontract these services to third parties. An ESP may also subcontract with the UDC for the provision of any component service of any package, and the UDC may provide such service.

(Continued)



RULE 25

DIRECT ACCESS RULES

G. Metering Services (Continued)

1. Definitions (continued)

b. Interval Meter

Interval meter is defined as a meter capable of reading and storing electric consumption data at specified time intervals of no greater than one hour as required for DA settlement and data required to bill applicable UDC tariffs. For customers on demand-based rate schedules which require data to be based on 15-minute increments, data must be measured in 15-minute intervals for purposes of calculating demand revenues. Utilities, ESPs or customers may own or lease interval meters used for billing purposes for direct access services, but shall (if leasing meters) continue to be responsible for the obligations of a meter owner under this Section G. Potential and current transformers shall be considered part of the distribution system and shall remain the responsibility of the UDC.

c. Eligible Customers

Customers who have individual service accounts and do not qualify for statistical load profiling must have interval meters prior to receipt of direct access service. ESPs may provide, install, read and service interval meters for any customer other than a Small Customer pursuant to CPUC regulations. For Small Customers, meter services will be unbundled on January 1, 1999, as approved by the CPUC, and all meter services will continue to be provided by the UDCs until that date.

d. Meter Conformity

All meters and meter services must conform to the standards set forth in the Direct Access Standards for Metering and Meter Data ("DASMMMD") as approved by the CPUC. To the extent a customer taking DA Service under this tariff elects or is required to return to bundled UDC Service, such customer may continue to use the same meter provided it conforms to the DASMMMD and is compatible with current UDC meter reading systems.

2. Meter Specifications

The ESP or UDC, acting as the meter service provider (MSP) will be responsible for ensuring that all the interval meters comply with the DASMMMD. No interval data meter will be set if the meter does not meet the standards set forth in the DASMMMD. Interval meters installed prior to April 16, 1999, which only meet the interim standards adopted in D.97-12-048, shall be retired from service no later than June 30, 2002.

Either party may test its own meters or those owned by its customers for conformance to the meter performance standards set forth in the DASMMMD. Either party may request the other party to test its meter. The requesting party will receive notification of the test date, and written test results from the other party. The requesting party will also have the right to witness the testing. If the meter is found to be within the standards set forth in the DASMMMD, the requesting party shall pay the other party for all expenses related to the test.

(Continued)



RULE 25

DIRECT ACCESS RULES

G. Metering Services (Continued)

2. Meter Specifications (Continued)

If a manufacturer's sealed meter has not previously been set, and the meter was tested within the last year and found to comply with the DASMMMD, the meter shall be deemed in compliance with such standards without additional testing. Subsequent to initial installations each meter must be tested for accuracy prior to being used again. All parties will be subject to the testing standards set forth in the DASMMMD. Records on testing shall be provided within five (5) working days of a request to either party.

3. Installation

When the MSP installs a meter for a direct access customer, the meter installer must be CPUC certified to perform meter installation. The MSP will install all interval meters in compliance with the DASMMMD. Within three (3) working days of installation, the MSP will provide the non-MSP (i.e., the ESP or the UDC as the case may be) with the results of the initial meter calibration test, the ending reading for the meter which was removed (if applicable), the starting reading for the new meter, and information on meter identification, voltage, meter constants and other parameters required under the DASMMMD. The UDC's must receive a copy of the MDCR (Meter and Data Communications Request) worksheet at least five (5) working days prior to the meter set. Joint meets will be required for the existing UDC's interval data recorder (IDR) meters if the ESP is unable to obtain the final meter reading.

When the UDC has reason to believe an ESP installation does not satisfy the standards set forth in the DASMMMD, the UDC retains the right to perform on-site inspections subsequent to initial meter installations. The ESP shall be charged the costs of these subsequent inspections only to the extent approved by the CPUC and only if the inspections uncover any material noncompliance with the standards set forth in the DASMMMD.

The customer may elect to have the ESP or UDC remove an existing meter at the customer's premises. Except as provided in Section G.1.d. above, the UDC will not require removal of a meter meeting the standards set forth in the DASMMMD as a condition of a customer's return to bundled UDC service. The UDC and ESP will coordinate the removal and installation of the new meter.

The MSP shall return any meter it removes to the owner in the same condition that the meter was in prior to removal within five (5) working days, or such other time as may be mutually agreed upon.

Where telephone lines are required for the utility to read the meter, installation of such lines is the responsibility of the customer. Such installation must be completed before the utility can schedule the meter installation work.

Prior to the initiation of a Commission program to certify meter installers, the ESP acting as a MSP may utilize meter installers that are agreeable both to the UDC and the ESP. In case of such an agreement, the ESP and the UDC shall notify the Commission of their agreement and the qualifications of the agreed upon meter installers.

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DIRECT ACCESS RULES

G. Metering Services (Continued)

4. Meter Calibration and Testing

Either party may test its own meters or those owned by its customers for conformance to the DASMMMD. Either party may request the other party to test its meter. The party whose meter has been requested to be tested by the other party may require a \$50 deposit prior to such testing. The requesting party has the right to witness the testing. The requesting party will receive notification of the test date and written test results from the other party. If the meter is found to be within the standards set forth in the DASMMMD, the requesting party shall pay the other party for all expenses related to the test.

The MSP shall be responsible for ensuring that all interval meters are calibrated in accordance with the DASMMMD. Records of calibrations will be provided to the appropriate parties within five (5) working days of a request to the other party.

5. Testing of Meter Functions

The MSP will ensure that all meters used for billing purposes are functioning in conformance with the DASMMMD.

Records of meter function tests will be provided to the appropriate parties within five (5) working days of the request.

6. Regular Meter Maintenance And Testing

The MSP, for all meters used for billing purposes, is responsible for the routine maintenance of the meter, including, but not limited to, testing and record keeping, in accordance with the DASMMMD.

7. MDMA Services

Meter Data and Management Agent (MDMA) services will be performed in accordance with the DASMMMD and will be the responsibility of the party so indicated in the customer's DASR. MDMA obligations include but are not limited to the following:

- a. Meter data for DA Customers shall be read, validated, edited, and transferred pursuant to the DASMMMD.
- b. Regardless of whether ESP or UDC perform MDMA services both UDC and ESP shall have access to the MDMA server.
- c. The MDMA shall provide Scheduling Coordinators (or their designated agents) reasonable and timely access to Meter Data as required to allow the proper performance of billing, settlement, scheduling, forecasting and other functions.
- d. The MDMA is required to keep the most recent 12 months of Customer consumption data for each DA Customer. Such data must be retained for a period of 36 months. Such data must be released on request to the customer or, if authorized by the customer, to any ESP or to the UDC.

(Continued)



RULE 25

DIRECT ACCESS RULES

G. Metering Services (Continued)

7. MDMA Services (Continued)

- e. Within five days after installation of the meter, the MDMA must confirm that the meter and meter reading system is working properly and that the billing data gathered is valid.
- f. The MDMA is required to comply with pertinent electrical provisions of Cal OSHA and the UDC's safety requirements as they apply to the reading of electric meters.

8. Failure to Comply With DASMMMD For Meters or Meter Services

- a. Failure is defined as the circumstance wherein the apparent absence of appropriate usage data or testing, conducted by either party or a third party, reveals non-conformance with any applicable DASMMMD standard governing meters or meter and MDMA services.
- b. Upon the occurrence of undisputed failure, the party responsible for the non-complying meter or MDMA service must make corrections within three (3) calendar days.
- c. Failure to make corrections within three (3) calendar days will result in the following sequential series of actions and penalties:
 - (1) Whichever party is not the party responsible for the non-conformance may cure the defect at the other party's expense.
 - (2) Upon a demonstrated pattern of non-conformance as defined below and failure to timely cure, the party not responsible for the non-conformance may give written notice of such non-conformance, and, after five (5) days, provide all meters and meter services required by the customer as determined by the DASR or as required to receive UDC bundled service.
 - (3) Demonstrated pattern of non-conformance by an ESP is defined as more than one percent (1%) of the service accounts served by an ESP, or five (5) accounts, whichever is greater, are found to be non-conforming and are not cured during the first six months of Direct Access participation; more than one half of one percent (0.5%), or three (3) accounts, whichever is greater, are found to be non-conforming and are not cured during any six consecutive months thereafter.
- d. A UDC may refuse to enter into a new ESP-UDC Service Agreement with any ESP which has a demonstrated pattern of non-compliance and has failed to cure as provided in Section G.8.c. above for a period of no more than six (6) months from the date of such a determination as defined herein. This provision shall not apply where the alleged demonstrated pattern of non-compliance and failure to cure is disputed and such dispute is pending before any agency or entity with jurisdiction to resolve the dispute.

(Continued)



RULE 25

DIRECT ACCESS RULES

G. Metering Services (Continued)

8. Failure to Comply With DASMMMD For Meters or Meter Services (Continued)

e. Whenever the ESP or the UDC becomes aware of any non-conforming meters or errors in the provision of meter services affecting billing, it shall promptly notify the customer and one another. Bills found to be in error due to non-conforming meters or errors in meter services may be corrected as follows:

- (1) If either the UDC or the ESP is providing consolidated billing, either of them may adjust their charges pursuant to CPUC-approved rules, if any, if any non-conforming meters or erroneous meter service affects such charges. In such circumstances the party providing the consolidating billing service shall cooperate with the other party to correct billing errors. The UDC will notify the affected Scheduling Coordinator.
- (2) If the customer is being billed under separate UDC/ESP billing, the ESP and UDC shall be separately responsible for correcting billing errors in accordance with applicable CPUC rules.

9. Charges for Metering Services

a. The UDC may charge the customer or the ESP for the provision of metering services only to the extent such charges are authorized by the CPUC. The installation of interval metering shall be at the customer's expense.

H. UDC Meter Service Options & Obligations

1. For Direct Access customers who acquire Interval Metering, the customer may elect from the UDC three grouped meter service options as described in Section G.1.a. The three groupings are-- the UDC will own the meter; the UDC will perform the meter installation, maintenance, and testing; and, the UDC will perform the meter reading services. The scope and costs of these groupings listed in Section G.1.a. will vary by UDC and will be approved by the CPUC, and will be provided in a separate schedule (Schedule DA). The UDCs shall offer at a minimum a tariffed service for each grouping listed in G.1.a.

2. As an alternative to (1), ESPs may subcontract to the UDCs for any combination of the following unbundled meter services:

- a. Meters supplied by the UDC.
- b. Meter installations, testing, and maintenance.
- c. Meter Data Management Agent (MDMA) Services

These unbundled meter services may vary by UDC and all services will be approved by the CPUC.

3. If the UDC installs the meter, the meter will be installed according to the implementation schedule for Valid DASRs as set forth in Section E, Direct Access Service Requests.

(Continued)



RULE 25

Sheet 21

DIRECT ACCESS RULES

H. UDC Meter Service Options & Obligations (Continued)

- 4. The UDC reserves the right to extend its normal installation period due to meter and installation personnel availability. Under these circumstances, the UDC shall apprise the customer of the specific reasons for the delay and the anticipated schedule for installation. The UDC shall work with the customer to find mutually agreed upon alternatives to provide metering and to expedite meter installations, if necessary. Such alternatives may **include**, but not be limited to, allowing the customer to have the meter installed by a non-UDC supplier.
- 5. If the UDC provides meter maintenance services only, the UDC will be responsible for the accuracy, calibration, and other maintenance needs for the meter. UDC standards for meter maintenance will conform to the existing rules on such activities for all UDC customers. Under this specific itemized service, the UDC will not be responsible for replacing a non-UDC meter. Upon request and for a fee, the UDC may replace a faulty meter.
- 6. The MDMA shall read interval meters on the utility's scheduled meter reading date, or on such other date as may be mutually determined by the MDMA and the utility. At the customer's request the customer or the customer's ESP may elect a different meter reading date. The utility may provide this service at its option on a first-come, first served basis (by geographic area as appropriate), subject to existing resource, capacity, and other system constraints which may exist in the geographic area where the customer is located. The utility may assess a charge for this election only to the extent approved by the CPUC.
- 7. Upon the customer's request, the UDC will make available to the customer, or the customer's ESP, the data obtained from the meter in a timely manner, as agreed to between the customer and the UDC.
- 8. ESPs must provide the UDC with a notice (by any means acceptable to the UDC) to change their meter service election. Election changes will occur through the DASR process as specified in Section E.

I. General Terms and Conditions for Direct Access Meters and Metering Services

- 1. As set forth in Section H, customers with loads in excess of 20 kW must have interval meters to receive direct access services. Customers with individual service accounts between 20 and 50 kW for at least nine of the preceding 12 months, and an annual maximum demand of 80 kW, will be exempt from the requirement of an interval meter as a condition for receipt of direct access at least until March 31, 2002.

Pursuant to D.10-03-022, customers with loads that are equal to or exceed fifty (50) kW in four (4) or more of the last twelve (12) months or have a maximum load equal to or greater than eighty (80) kW in one or more months in the last twelve (12) months, but less than two hundred (200) kW in ten (10) or more consecutive months in the last twelve (12) months may elect Direct Access service using load profiles until such time as SDG&E completes its deployment of Automated Metering Infrastructure (AMI) meters and is able to provide the required interval data. Until such time, at the option of the customer, Interval Metering, as defined above, may be installed by either SDG&E or an ESP at the customer's expense.

(Continued)



RULE 25

DIRECT ACCESS RULES

I. General Terms and Conditions for Direct Access Meters and Metering Services (Continued)

1. (Continued)

Direct Access customers who have individual service accounts with a maximum demand of two hundred (200) kW or greater for three (3) consecutive months are required to have an Interval Meter.

2. The UDCs will require that an ESP or ESP's meter operator install a unique meter number on each meter. This meter number is required to insure proper meter identification for billing and field personnel. The UDCs will supply each ESP with a set of unique meter numbers to be installed on the ESP/customer/third party meter. This requirement may be superseded once a statewide numbering system is developed.

J. Meter Reading Data Obligations

1. Requirements for Accuracy of all Direct Access Meters as set forth in the DASMMD

- a. Usage data will be accurate unless otherwise indicated. Data known to be inaccurate or missing will be estimated and flagged as estimated.
- b. The MDMA will provide an infrastructure that supports retrieval of all data currently available to a MDMA client within a two-hour window.

2. Requirements for Timeliness of Validated Meter Reading Data are set forth in the DASMMD

3. Retention and Format For Meter Reading Data

- a. Meter reading data will remain posted on the MDMA server for 3 days and will be recoverable for at least 3 years.
- b. Meter reading data posted to the MDMA server will be stored in the MDMA data exchange format as approved by the CPUC.

K. Billing Service Options and Obligations

1. Introduction

An ESP has the right to select from four billing service options: (1) Consolidated UDC Billing, (2) Partial Consolidated ESP Billing, (3) Full Consolidated ESP Billing (requires the UDC's approval and consent), or (4) Separate UDC/ESP Bills. In the absence of an ESP's election of one of the four billing service options described below, option (4), Separate UDC/ESP Bills, will be the default billing service option.

In addition, this section states the UDC and ESP obligations for billing information and legal and safety notices in Section K.6; billing adjustment for meter and billing errors in Section K.7.; and unauthorized energy use in Section K.8.

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RULE 25

DIRECT ACCESS RULES

K. Billing Service Options and Obligations (Continued)

2. Consolidated UDC Billing

a. Description

The customer's authorized ESP will send its bill to the UDC. The UDC will in turn send a consolidated bill, containing both the UDC and ESP charges, to the customer.

b. UDC Obligations

(1) The UDC will calculate the UDC charges and send the bill either by mail or electronic means to the customer. The UDC will include ESP charges on the bill. The UDC is not responsible for computing or determining the accuracy of the ESP charges on the bill.

(2) The UDC bill will include a summary of ESP charges and may provide any billing-related details of ESP charges, including the ESP's telephone number. The ESP bill may be printed with the UDC bill, or electronically transmitted exactly as provided by the ESP.

(3) The UDC will process customer payments and transfer amounts paid toward ESP charges to the ESP when the payments are received as specified in Section M., Late and Partial Payments and Unpaid Bills.

c. ESP Obligations

(1) The ESP may offer consolidated billing services to Direct Access customers they serve once that billing service arrangement has been selected in the UDC-ESP Service Agreement.

(2) The ESP will submit the necessary billing information to facilitate billing services under this billing option according to the UDC's billing schedule and by service account.

(3) The ESP will provide the UDC with a summary of ESP charges by electronic transmittal or other means acceptable to the UDC. The ESP may provide billing-related details of ESP charges on a separate page which will be included in the consolidated bill if transmitted with the summary charge. ESP charges which are not transmitted as required will not be included in the consolidated bill.

d. Timing Requirements

(1) Bills under this option will be rendered once a month. Nothing contained in this Section shall limit the UDC's ability to render bills more frequently consistent with the UDC's existing practices. However, ESP charges will only need to be calculated based on monthly billing periods.

(Continued)



RULE 25

DIRECT ACCESS RULES

K. Billing Service Options and Obligations (Continued)

2. Consolidated UDC Billing (Continued)

d. Timing Requirements (Continued)

- (2) Except as provided in paragraph (d)(1) above, the UDC will require that ESP and UDC charges be based on the same billing period data to avoid any confusion concerning these charges.
- (3) ESP charges must be received by the UDC the day following the UDC's scheduled meter reading date according to the provisions in Section J., Meter Reading Data Obligations. If billing charges have not been received from the ESP by this date, the UDC will render the bill for UDC charges only, without ESP charges. The ESP must wait until the next billing cycle, or send a separate bill to the customer for ESP charges.

3. Partial Consolidated ESP Billing

a. Description

The UDC will calculate and send its bill to the ESP. The ESP will send a consolidated bill to the customer. The ESP will be obligated to provide to the customer detailed UDC charges to the extent that the ESP receives such detail from the UDC. The ESP is not responsible for the accuracy of UDC charges.

b. UDC Obligations

- (1) The UDC will calculate all UDC charges once a month and convey these charges to the ESP to be included on the ESP consolidated bill or otherwise provided to the customer pursuant to section (c)(5), below.
- (2) The UDC will provide the ESP with a summary of UDC charges by electronic transmittal or other means which enables the ESP to prepare the customer's bill in a timely manner, although the ESP may bill the customer on any interval agreeable to the customer. The UDC may provide billing-related details of UDC charges on a separate page which will be provided to the customer. UDC charges which are not transmitted to the ESP as required will not be included in the consolidated bill.
- (3) UDC charges will be calculated based on existing UDC billing cycles regardless of which party provides the meter reading. UDC charges will be conveyed to the ESP electronically or by other means acceptable to the ESP and UDC.

c. ESP Obligations

- (1) The ESP may offer consolidated billing services to Direct Access customers they serve once a billing service arrangement has been signed and included in the UDC-ESP Service Agreement.

(Continued)



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Sheet 25

DIRECT ACCESS RULES

K. Billing Service Options and Obligations (Continued)

3. Partial Consolidated ESP Billing (Continued)

c. ESP Obligations (Continued)

- (2) The ESP bill will include a summary of UDC charges and may provide any billing-related details of UDC charges, either on the consolidated bill or pursuant to section (5), below. The UDC bill may be printed separately with the ESP bill or electronically transmitted.
- (3) The ESP will prepare the bill and include both ESP and, subject to section (5) below, UDC charges. In addition, the ESP will process customer payments and handle its own collections responsibilities. Under this billing option, ESPs must pay all undisputed UDC charges due to the UDC regardless of whether the customer has paid the ESP. The ESP must include all UDC charges on the ESP consolidated bill.
- (4) The ESP has no obligations regarding the accuracy of UDC charges calculated by the UDC or for related disputes. Disputed charges will be handled according to CPUC procedures.
- (5) Subject to the limitations of this section and with the written consent of the customer, the ESP may offer customers customized billing cycles or payment plans which permit the customer to pay the ESP for UDC charges in different amounts for any given billing period than the UDC charges to the ESP for that period. Such plans will not, however, affect in any manner the obligation of the ESP to pay the UDC charges to the UDC as billed by the UDC. Further, such plans must ensure that the charges as billed by the UDC are provided to the customer as soon as practicable and that the customer's payment of UDC charges is adjusted such that over a reasonable time, which shall not exceed one year, the customer pays no more than the UDC charges as billed by the UDC. Upon request, the ESP shall identify to the UDC any service accounts with such customized billing arrangements and provide a summary description of the arrangement as it pertains to the UDC charges.

d. Timing Requirements

- (1) ESPs may render bills more or less frequently than once a month. However, the UDC will continue to bill the ESP each billing cycle period for the amounts due by the customer for that billing month, provided that with the ESP's approval, the UDC may bill the ESP more frequently consistent with the UDC's existing practices.

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RULE 25

DIRECT ACCESS RULES

K. Billing Service Options and Obligations (Continued)

3. Partial Consolidated ESP Billing (Continued)

d. Timing Requirements (Continued)

(2) The UDC will convey the billing information by service account to the ESP the day following the UDC's schedule meter reading date according to provisions in Section J., Metering Reading Data Obligations. Meter reading data will be required on the same schedule as existing UDC billing cycles. If the UDC fails to provide the UDC charges to the ESP by this date, the ESP may render the bill without the UDC charges included, and the UDC will either wait until the next billing period or send a separate bill to the customer for those charges.

(3) The ESP is not required to estimate UDC charges if charges are not received nor to delay the ESP billing.

4. Full Consolidated ESP Billing

a. Description

Subject to the UDC's approval and consent, the ESP will read the meter, calculate both the UDC and ESP charges and bill the customer. The ESP will detail the UDC charges in conformance with the UDC specifications. The ESP is responsible for the accuracy of the UDC charges. This option is applicable for all customer accounts for which the ESP reads the meter.

b. UDC Obligations

The UDC will approve and consent to the provision of this Full ESP Consolidated billing for any ESP which demonstrates the capability to replicate UDC charges, to the satisfaction of the UDC. The UDC will provide the ESP with the billing factors and procedures necessary for the ESP to calculate the UDC charges. The UDC charges will be calculated based on the ESP's meter reading and billing schedules.

c. ESP Obligations

(1) The ESP may perform Full ESP Billing services for Direct Access customers they serve once the billing service arrangement has been signed and included in the UDC-ESP Service Agreement.

(2) The ESP will calculate the UDC charges in accordance with approved tariffs and UDC specifications. The ESP bill will include a summary of UDC charges including any billing-related details of UDC charges and CTCs. The UDC bill may be printed separately with the ESP bill or electronically transmitted to the customer. The ESP will furnish the UDC a report detailing the UDC portion of the ESP's bill in paper or electronic form.

(Continued)



RULE 25

Sheet 27

DIRECT ACCESS RULES

K. Billing Service Options and Obligations (Continued)

4. Full Consolidated ESP Billing (Continued)

c. ESP Obligations (Continued)

(3) The ESP will prepare the bill and include both ESP and UDC charges, process customer payments, and handle its own collection responsibilities. Under this option the ESP must pay all undisputed UDC charges to the UDC regardless of whether the customer has paid the ESP. The ESP must include all UDC charges on the ESP Full Service bill.

d. Timing Requirements

(1) ESPs may render bills more or less frequently than once a month. However, the amounts due the UDC will be remitted monthly.

(2) The ESP will convey the amounts due by service account to the UDC according to provisions in Section J., Meter Reading Data Obligations. The ESP's meter reading schedule may result in a change in the UDC's billing schedule. If necessary, a pro rated bill may be required to conform the customer's payments to the new schedule.

(3) The ESP is responsible for correctly calculating UDC charges. If underpayments are the result of ESP errors, the ESP is responsible for paying applicable late charges on the underpayment amounts.

5. Separate UDC/ESP Bills

a. Description

The UDC and the ESP will separately send their bills directly to the customer.

b. UDC Obligations

(1) The UDC will calculate UDC charges, prepare the UDC bill, and send the UDC bill to the customer by electronic or other means. The billing method is the sole responsibility of the UDC and its customers.

(2) The UDC does not have any obligations regarding the accuracy of ESP charges or related payment disputes. Accurate and timely meter reading data must be shared between the ESP and UDC.

c. ESP Obligations

(1) The ESP will calculate the ESP charges, prepare the ESP bill, and send the ESP bill to the customer by electronic or other means. The billing method is completely independent of the billing method selected by the UDC.

(2) The ESP has no obligations regarding accuracy of UDC charges or related payment disputes. Accurate and timely meter reading data must be shared between the ESP and the UDC.

(Continued)



RULE 25.1

Sheet 1

SWITCHING EXEMPTIONS

The following terms and conditions apply to both SDG&E customers and electric energy service providers (ESP) who participate in Direct Access (DA) as defined by Rule 25.

The following rules implement the Switching Exemption Decision (D.) 03-05-034, which adopted guidelines regarding the rights and obligations of DA customers who return to bundled service and subsequently switch back to DA service and the Decision Regarding Increased Limits For Direct Access Transactions D.10-03-022, which adopted guidelines regarding the rights and obligations of non-residential bundled service customers to transfer to DA service. D.03-05-034 and D.10-03-022 established provisions for eligible DA customers regarding 1) Transitional Bundled Service, 2) Bundled Portfolio Service, and 3) Phase-In Period.

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Pursuant to D.05-12-041, customers receiving Direct Access Service, Transitional Bundled Service, or Bundled Portfolio Service may be automatically enrolled in a Community Choice Aggregation Program, as described in Rule 27.

Effective March 11, 2010, the right to transfer to Direct Access service is closed to residential customers. However, a residential customer previously classified as DA-eligible that submitted a six-month notice to transfer to DA service prior to March 11, 2010, retains a one-time right to transfer to DA service pursuant to D.10-03-022 and the conditions set forth in Section B below.

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Customers switching to or from bundled service (with the exception of Transitional Bundled Service described in Section A of this Rule) shall notify SDG&E six months in advance of their intent to switch.

A. Transitional Bundled Service

1. Transitional Bundled Service (TBS) is effective February 19, 2004 and allows DA customers to return to bundled service on a transitional basis while switching from one ESP to another, or for similar or related reasons where TBS is needed.
2. The TBS provision is limited to a 60-day period. The 60-day period begins on the day DA service is disconnected which is the day SDG&E starts supplying power to the service account (day 1). By no later than the end of the 60-day period (day 60 of SDG&E supplying power), SDG&E must be in receipt of a Direct Access Service Request (DASR) from the customer's new ESP to switch the account to DA. In addition to meeting the DASR provisions set forth in Rule 25, Section E, DASRs to switch the account back to DA service must comply with the following special conditions:
 - a. Accepted DASRs that do not require a meter change will be processed based on normal DASR processing timeframes as defined in Rule 25, Section E. SDG&E will include the TBS requirements with the DASR status notification that is sent to the customer as provided for in Rule 25, Section E.7. The customer is responsible for providing its new ESP with this information.
 - b. Rejected DASRs must be corrected and resubmitted by the ESP and be acceptable to SDG&E no later than 20 days following the conclusion of the TBS period (day 80 of SDG&E supplying power). DASRs not corrected by the ESP within this time period will be cancelled by SDG&E.

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RULE 25.1

SWITCHING EXEMPTIONS

A. Transitional Bundled Service (Continued):

2. (Continued)

c. For accepted DASRs that require a meter change, the meter change must be completed no later than 60 days following the conclusion of the TBS period, or the corrected DADR timing established in Section A.2.b. If a meter change is not completed within 60 days, SDG&E will switch the account to direct access on the customer's next scheduled meter read date with notification to the ESP and customer at the conclusion of the 60-day period. If special metering services are required, such metering services will be done in accordance with Schedule DA.

3. Accounts failing to meet the time limitations and DADR requirements as set forth in Section A.2 above, will be in default of the TBS provisions and returned to Bundled Portfolio Service for a three-year minimum period, subject to the conditions set forth in Section B of this tariff. Such a default initiates the six-month notice of return to Bundled Portfolio Service, which is not subject to cancellation. During this six-month period, the account will be subject to the pricing conditions established in Section A.4 below. SDG&E will notify the customer within 10 business days of the default, providing an explanation of the default situation, actions being taken and the customer's new Bundled Portfolio Service requirements.

4. Customers electing the TBS option will 1) be subject to Transitional Bundled Commodity pricing, as defined in Schedule EECC-TBS, 2) be subject to the provisions and applicable charges of the Direct Access Cost Responsibility Surcharge (DA-CRS) as defined in Schedule DA-CRS, and 3) be ineligible to receive Bill Credits as defined in Schedule DA, with the exception of the meter ownership credit defined in Schedule NDA.

5. DA customers electing the TBS option may continue to use the same meter provided it is compatible with SDG&E's meter reading system. Incompatible meters will be replaced by SDG&E with a meter that meets the customer's applicable tariff requirements, unless a special read can be performed by SDG&E. If a special read cannot be performed, SDG&E will make alternative arrangements with the customer, if feasible. Special metering requirements while receiving TBS will be subject to the costs set forth in Schedule NDA.

6. Customers returning to DA Service at the conclusion of their TBS term will retain their continuous DA status associated with Schedule DA-CRS, if applicable.

B. Bundled Portfolio Service

1. This service option is effective February 19, 2004 and is applicable to all DA eligible customers who return to bundled service for a minimum of three years. This three-year minimum bundled service commitment will be referred to herein as Bundled Portfolio Service (BPS). The following conditions will apply:

(Continued)

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RULE 25.1

SWITCHING EXEMPTIONS

B. Bundled Portfolio Service (Continued)

1. (Continued)

- a. Customers electing this service make a three-year commitment and will not be allowed to return to DA service until their three-year minimum period has been completed. The three-year minimum period will begin on the date the customer is switched to BPS after the conclusion of the six-month advance notice period as set forth in Section B.1.b of this tariff. With the exception of the one-time temporary waiver granted during the Open Enrollment Window, described in Section C.4, below, no premature departures from the three-year commitment will be allowed.
- b. Customers must provide a six-month advance notice to SDG&E prior to becoming eligible for BPS so SDG&E can adjust its procurement activity to accommodate the additional load. Such notification will be made by the customer submitting a Six Month Notice to Return to Bundled Portfolio Service Form (Form 143-02761) in writing or electronically. SDG&E will provide the customer written confirmation and necessary switching process information within twenty (20) days of receipt of the customer's notification. Once received by SDG&E, customers will have a three business-day rescission period after which advance notifications cannot be cancelled. SDG&E will process requests to receive BPS in the following manner:
 - (1) Account transfers to BPS will be switched on the customer's next scheduled meter read date after the completion of the six-month advance notice period. For service accounts with meters that are incompatible with SDG&E's meter reading system, SDG&E will replace the incompatible meter with a meter that is acceptable to SDG&E. Such metering service will be done in accordance with Schedule NDA.
 - (2) SDG&E will initiate a DASR to transfer the account to BPS and will provide notification to the customer and ESP in accordance with Rule 25, Section E.7.
- c. During the six-month advance notice period before they become eligible for BPS, customers may either continue on DA service or return to bundled service and receive TBS pricing terms as set forth in Section A.4 of this tariff. SDG&E will process any DASR returning the customer to bundled service during the six-month advance notice period in accordance with Rule 25 and will provide bundled service to the customer at the TBS rate for the remainder, if any, of the six-month advance notice period. SDG&E will initiate the necessary transfer of the account to BPS at the conclusion of the six-month advance notice period with notification to the customer. The metering requirements of Section b (1) above will apply to such returns during the six-month advance notice period. Customers returning to bundled service during the six-month advance notice period (i.e., before the commencement of BPS) cannot return to DA service.
- d. Customers returning to DA service at the conclusion of their BPS term will retain their continuous DA status associated with Schedule DA-CRS, if applicable. DA customers responsible for DA-CRS continue to be responsible for DA-CRS undercollections and subject to the terms of Schedule DA-CRS.

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RULE 25.1

SWITCHING EXEMPTIONS

B. Bundled Portfolio Service (Continued)

2. At the end of a DA-eligible customer's three-year BPS commitment, the customer may have the option to transfer back to DA service under the provisions set forth in Section B of this tariff, or remain on bundled service. Between April 16, 2010 and June 30, 2010, DA-eligible customers will have an opportunity to transfer their service accounts to DA service under the provisions of Section C, below, or remain on bundled service. SDG&E will provide the customer with a courtesy reminder eight months before the expiration of the customer's three-year commitment. If for any reason the customer is not sent, or does not receive, a courtesy reminder from SDG&E, the customer is not relieved of its responsibility for providing SDG&E the notice required in Section B.2.a below.

a. Subject to the DA load limitations set forth in Section C, DA-eligible customers may elect to switch to DA service at any time subsequent to the conclusion of the three-year BPS commitment period with the required six months advance notice. Customers must provide a six-month advance notice to SDG&E prior to becoming eligible for DA service so SDG&E can adjust its procurement activity to accommodate the change in load. Such notification will be made by the customer submitting a Six Month Notice to Transfer To Direct Access Service Form (Form 143-02760) as specified on SDG&E's website. Six-month notice forms must be submitted separately. In the event multiple six-month notice forms are received by SDG&E under a single submission (e.g. the same email), all six-month notice forms contained in the submission will be rejected. All service accounts listed in a six-month notice must be for the same customer of record (a customer of record will be distinguished by the Federal Tax Identification (FTI) number listed in SDG&E's customer information system), as specified on the six-month notice form. Service accounts with an FTI number that does not match the FTI number for the customer of record indicated on the six-month notice form will be rejected. Once received by SDG&E, customers will have a three business-day rescission period after which advance notifications cannot be cancelled. If the customer's six-month notice is accepted, SDG&E will provide the customer a written confirmation and necessary switching process information within 20 days of the customer's notification being received by SDG&E, including the final date for SDG&E to be in receipt of a DASR to return to DA service. The customer is responsible for providing its ESP with this information.

(1) The customer's ESP shall submit a DASR to ensure the necessary switch to DA service under the DA switching rules occurs on the service account's next scheduled meter read date after the completion of the six-month advance notice period. Meter changes must be completed in accordance with Section A.2.c of this tariff.

(2) If SDG&E is not in receipt of a DASR by the final date specified in the utility's confirmation of receipt of the customer's six-month notice, the customer's account will be transferred to TBS. The customer will be subject to the terms of Section A above. If the utility has not received a DASR by the end of the 60-day TBS, then the customer's six-month notice to return to DA shall be cancelled, and that cancellation shall serve as the customer's six-month notice to return to bundled service provided under the existing rules. The customer continues to be subject to Section A until the end of the six months. The customer shall also be treated as any other customer returning to bundled from DA service. That is, the three-year commitment period requirement shall apply.

b. Customers electing to remain on bundled service are not required to take any action.

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RULE 25.1

SWITCHING EXEMPTIONS

C. Phase-in Period

1. Section C is applicable to DA-eligible customers during the Phase-in Period described in Section C.2, below.

Section C is not applicable to eligible non-residential customers who have submitted a Six Month Notice To Transfer To Direct Access Service form prior to April 11, 2010 and are pending a return to DA service under the provisions of Section B.2, above.

2. The Phase-In Period will begin on April 11, 2010 and continue for four (4) calendar years with the annual limits on DA load increases over the Phase-In Period as described below, up to the maximum Overall DA Cap of three thousand five hundred and sixty-two (3,562) gigawatt-hours (GWh) established for SDG&E's service territory, as defined per D.10-03-022 Appendix 1 as "Load Cap". Kilowatt-hours (kWh) remaining under the load cap in one year will be rolled over to subsequent years as part of the cumulative increasing annual limits. Pursuant to D.10-03-022, the Existing Base Line DA Load for SDG&E is 3,100 GWh, the New DA Load Allowance is 462 GWh, and the annual GWh load caps are set based on a percentage of the New DA Load Allowance as follows:

- a. 2010 Annual Limit – Thirty-five (35) percent of the New DA Load Allowance or 162 GWh; The 2010 Load Cap: 3,262 GWh [3,100 GWh + 162 GWh]
- b. 2011 Annual Limit – An additional thirty-five (35) percent of the New DA Load Allowance (162 GWh), seventy (70) percent total; The 2011 Load Cap: 3,424 GWh [3,262 + 162 GWh]
- c. 2012 Annual Limit – An additional twenty (20) percent of the New DA Load Allowance (92 GWh), ninety (90) percent total; The 2012 Load Cap: 3,516 GWh [3,424 + 92 GWh]
- d. 2013 Annual Limit – An additional ten (10) percent of the New DA Load Allowance (46 GWh), one hundred (100) percent of the room under the Overall DA Cap; The 2013 Load Cap: 3,562 GWh [3,516 + 46 GWh].

3. SDG&E will notify all DA-eligible customers by means of a bill message printed on the customer's bill, as early as March 2010, to visit SDG&E's website for details on the terms and conditions for participation in the limited reopening of DA service under D.10-03-022. However, if for any reason the customer is not sent, or does not receive notification from SDG&E, the customer is not relieved of its responsibility to provide SDG&E a Notice Of Intent To Transfer To Direct Access Service (NOI) (Form 143-02763) to participate in the Open Enrollment Window described below.

4. Enrollments During The Open Enrollment Window:

During an Open Enrollment Window (OEW) that will begin on April 16, 2010 at 9:00 a.m. PDT and end at 11:59 p.m. PDT on June 30, 2010, interested DA-eligible customers can submit an NOI to transfer service accounts to DA service.

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5H15

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RULE 25.1

SWITCHING EXEMPTIONS

C. Phase-in Period (Continued)

4. Enrollments During The Open Enrollment Window: (Continued)

a. All Load Serving Entities (LSEs), whether they are currently serving load or not, will file forecasts of new customers that they expect to gain via the OEW and other periods for Resource Adequacy (RA) compliance years 2010 and 2011 according to the rule set forth by the Commission's Energy Division for the RA process in Rulemaking (R.) 09-10-012. Energy Division will issue an amended RA Guide and reporting template for the 2010 compliance year as well as a RA Guide and reporting template for the 2011 compliance year.

b. Enrollment during the OEW will be as follows:

- (1) A temporary one-time waiver of the six-month advance notice requirement for DA-eligible customers will be granted so that all DA-eligible customers will have the opportunity to submit an NOI as of April 16, 2010, if they wish to do so, pursuant to the processes described below.
- (2) A one-time permanent waiver of current BPS commitments will be granted on April 11, 2010 so that all DA-eligible customers will have the opportunity to submit an NOI as of April 16, 2010, if they wish to do so, pursuant to the processes described below.
- (3) DA-eligible customers can begin submitting NOI forms as of 9:00 a.m. PDT on April 16, 2010. The methods for submitting NOIs will be as specified on SDG&E's website. NOI forms must be submitted separately. In the event multiple NOI forms are received by SDG&E under a single submission (e.g. the same email), all NOI forms contained in the submission will be rejected. All service accounts listed in an NOI must be for the same customer of record (a customer of record will be distinguished by the Federal Tax Identification (FTI) number listed in SDG&E's customer information system), as specified on the NOI. Service accounts with an FTI number that does not match the FTI number for the customer of record indicated on the NOI will be rejected.
- (4) Each NOI received by SDG&E will be time and date stamped by SDG&E to determine precedence. The daily batch process for accepting NOIs (described in Section C.4.b.(5)) during the OEW will allow for a 10% threshold as described in Section C.4.b.(5) below.

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RULE 25.1

SWITCHING EXEMPTIONS

C. Phase-in Period (Continued)

4. Enrollments During The Open Enrollment Window: (Continued)

b. Enrollment during the OEW will be as follows: (Continued)

- (5) SDG&E will process NOIs in daily (12:00 a.m. to 11:59 p.m. PDT) batches. Each daily batch of NOIs will, within twenty (20) days of receipt, be accepted unless and until the 2010 Load Cap is reached. A daily batch that causes the 2010 Load Cap to be exceeded will nevertheless be accepted provided that such daily batch does not exceed the 2010 Load Cap, as defined in Section C.2., by more than the ten (10) percent threshold described below. Should a daily batch cause the 2010 Load Cap to be exceeded by more than ten (10) percent, NOIs in that particular daily batch will be accepted on a first-come, first-served basis (based on the date/time stamp of the NOI) up to the 2010 Load Cap plus a threshold of no more than ten (10) percent of the 2010 Annual Limit as defined in Section C.2.a. All other NOIs in that particular daily batch will be rejected. To maximize NOI acceptance in that particular daily batch, SDG&E may accept individual service accounts in the order they are listed on the last NOI accepted in that daily batch up to the 2010 Load Cap plus the 10% threshold. All other NOIs in that particular daily batch will be placed on a wait-list, or rejected, as described below.
- (6) NOIs submitted during the OEW will not be accepted once the 2010 Load Cap has been reached. Any NOI that is found to have a deficiency (e.g., incorrect service account number) may be accepted on the condition that it is corrected by the customer within two (2) business days after SDG&E notifies the customer of such deficiency. NOIs will be void in the event a DASR is not timely submitted, as described in Section C.4.b(8) below, or in the event a deficiency in the NOI is not corrected by the customer within 2 business days.
- (7) For any NOIs accepted during the OEW, SDG&E will notify the customer of NOI acceptance within twenty (20) calendar days of NOI receipt, and will instruct the customer to notify its ESP that a DASR to switch the customer's service account(s) to DA service must be submitted to SDG&E for each eligible service account within sixty (60) calendar days of the date SDG&E's notice of NOI acceptance is sent to the customer.
- (8) The customer will have 60 calendar days from the date SDG&E's notice of NOI acceptance is sent to cause its ESP to submit a DASR for each eligible service account. DASRs will be processed pursuant to DASR processing provisions under Rule 25 and eligible service accounts will be switched to DA service on their next scheduled meter read date, or the date specified on the DASR, if different from the next meter read date, depending on when SDG&E receives the DASR. Although Rule 25.E.18 allows SDG&E, the customer and ESP to mutually agree to a different service change date for the service changes requested in the DASR, SDG&E may be unable to accommodate special service change dates during the OEW. Nothing in this Section C is intended to rescind Section E.18 of electric Rule 25; however, it may not be operable during the OEW.

(Continued)

7C14

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Lee Schavrien

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Regulatory Affairs

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RULE 25.1

SWITCHING EXEMPTIONS

C. Phase-in Period (Continued)

4. Enrollments During The Open Enrollment Window: (Continued)

b. Enrollment during the OEW will be as follows: (Continued)

(9) If a DASR is not received by SDG&E for an eligible service account listed on an accepted NOI by the end of the 60-calendar day period, the customer's NOI for that eligible service account will be void.

(10) Any service account not transferred to DA service for failure to submit a DASR within the 60-calendar day period will not be subject to a three (3) year minimum BPS commitment period as a result of such failure. This exception will apply only to service accounts listed on NOIs accepted during the OEW.

(11) If the 2010 Load Cap is reached during the OEW, SDG&E will stop accepting NOIs and will begin placing submitted NOIs on a wait-list on a first-come, first-served basis. The wait-list shall have a maximum capacity equal to twenty-five (25) percent of the 2010 Annual Limit as defined in Section C.2.a and shall be maintained until the last day of the OEW. Should any room under the 2010 Load Cap become available during the OEW as a result of voided NOIs, within one (1) business day of SDG&E's determination of any room becoming available, SDG&E will notify eligible customers on the wait-list by email of the acceptance of their NOIs. SDG&E will continue to issue such email notices, on a one (1) business day basis as SDG&E determines that room becomes available during the OEW, through the last day of the OEW. A customer coming off the OEW wait-list will have 60 calendar days from the date of SDG&E's notice of the NOI acceptance is sent to cause its ESP to submit a DASR for each eligible service account to SDG&E. If a DASR is not received by SDG&E by the end of the 60-calendar day period, the customer's NOI for that service account will be void, and the exception under Section C.4.b.(10) for the three-year BPS commitment will apply. The wait-list will be terminated on the last day of the OEW. Any NOIs on the wait-list that were not accepted during the OEW will be void, and customers will be notified that they can begin submitting Six Month Notice To Transfer To Direct Access Service forms as early as July 1, 2010 to switch to DA in 2011. No wait-list will be used after the OEW.

(12) The OEW will close at 11:59 p.m. PDT on June 30, 2010. There will be no OEW in subsequent years of the Phase-in Period.

5. All LSEs that intend to serve load during 2011 will refile load forecasts for the 2011 RA compliance year on May 26, 2010. This revised forecast shall account both for customer migration up to that date, but also to forecast expected customer migration during the second phase of DA access that commences in January of 2011. The updated load forecasts due by May 26, 2010 will be used by the Energy Division and California Energy Commission to develop Local RA obligations, inclusive of adjustments, as accurately as possible within the constraints of the 2011 RA filing cycle.

(Continued)

8H17

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RULE 25.1

SWITCHING EXEMPTIONS

C. Phase-in Period (Continued)

6. Enrollment after the OEW closes:

a. In 2010:

- (1) DA-eligible customers can begin submitting Six Month Notice To Transfer To Direct Access Service forms as of 9:00 a.m. PDT on July 1, 2010. The methods for submitting six-month notices will be as specified on SDG&E's website. Six-month notices must be submitted separately. In the event multiple six-month notices are received by SDG&E under a single submission (e.g. the same email) all six-month notices contained in the submission will be rejected. All service accounts listed on a six-month notice must be for the same customer of record indicated on the six-month notice. Service accounts with a Federal Tax ID (FTI) number that does not match the FTI number for the customer of record indicated on the six-month notice will be rejected.
- (2) Each six-month notice received by SDG&E will be time and date stamped by SDG&E to determine precedence. SDG&E will process six-month notices as described in section B.2.a above. The daily batch process for accepting the Six Month Notice To Transfer To Direct Access Service forms will follow the process established for the NOIs described in Section C.4.b.(5) and will allow for a threshold, not to exceed to ten (10) percent of the 2011 Annual Limit, above the 2011 Load Cap.
- (3) A six-month notice that is found to have a deficiency (e.g., incorrect service account number) may be accepted on the condition that it is corrected by the customer within two (2) business days after SDG&E notifies the customer of such deficiency. Six-month notices will be void in the event a deficiency in a six-month notice is not corrected by the customer within two (2) business days.
- (4) A customer with an accepted six-month notice will be switched to DA starting in January 2011, provided the customer's six (6) month advanced notice period has been satisfied and a DASR for each eligible service account has been timely received.
- (5) DASRs will be processed pursuant to Section B.2.a.(1) and B.2.a.(2) above and the DASR processing provisions under Rule 25.
- (6) Once the 2011 Load Cap is reached, SDG&E will stop accepting Six Month Notice To Transfer To Direct Access Service forms.
- (7) If room under the 2011 Load Cap subsequently becomes available, SDG&E will update its website to notify customers that it is accepting Six Month Notice To Transfer To Direct Access Service forms. Once received by SDG&E, customers will have a three (3) day rescission period after which advance notifications cannot be cancelled. SDG&E will use the same daily batch process described above for accepting Six Month Notice To Transfer To Direct Access Service forms for any room under the 2011 Load Cap.

(Continued)

9H15

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RULE 25.1

SWITCHING EXEMPTIONS

C. Phase-in Period (Continued)

6. Enrollment after the OEW closes: (Continued)

b. In 2011:

- (1) DA-eligible customers can begin submitting Six Month Notice To Transfer To Direct Access Service forms as of 9:00 a.m. PST on January 3, 2011 to switch to DA in 2011 or 2012, depending on whether there is room available under the applicable load cap. The methods for submitting six-month notices will be as specified on SDG&E's website. Six-month notices must be submitted separately. In the event multiple six-month notices are received by SDG&E under a single submission (e.g. the same email) all six-month notices contained in the submission will be rejected. All service accounts listed on a six-month notice must be for the same customer of record indicated on the six-month notice. Service accounts with a Federal Tax ID (FTI) number that does not match the FTI number for the customer of record indicated on the six-month notice will be rejected. SDG&E will process each six-month notice as described in section B.2.a above. SDG&E will accept Six Month Notice To Transfer To Direct Access Service forms up to the 2012 Load Cap.
- (2) Each six-month notice received by SDG&E will be time and date stamped by SDG&E to determine precedence. SDG&E will process each six-month notice as described in section B.2.a above. The daily batch process for accepting the Six Month Notice To Transfer To Direct Access Service forms will follow the process established for the NOIs described in Section C.4.b.(5) and will allow for a threshold, not to exceed to ten (10) percent of the 2012 Annual Limit, above the 2012 Load Cap.
- (3) A six-month notice that is found to have a deficiency (e.g., incorrect service account number) may be accepted on the condition that it is corrected by the customer within two (2) business days after SDG&E notifies the customer of such deficiency. Six-month notices will be void in the event a deficiency in a six-month notice is not corrected by the customer within two (2) business days.
- (4) A customer with an accepted Six Month Notice To Transfer To Direct Access Service will be switched to DA as soon as possible (depending on whether there is room under the 2011 Load Cap), but in any event starting in January 2012, provided the customer's six-month advanced notice period has been satisfied and a DASR for each eligible service account has been timely received. If there is no room available under the 2011 Load Cap, customers who submit Six Month Notice To Transfer To Direct Access Service forms prior to July 2011 may need to remain on bundled service for up to twelve (12) months before being able to switch to DA service. If room under the 2011 Load Cap subsequently becomes available in 2011, some customers may be able to switch to DA service prior to 2012, provided the six-month advanced notice period has been satisfied and a DASR for each eligible service account has been timely received.
- (5) DASRs will be processed pursuant to Sections B.2.a(1) and B.2.a(2) above and the DASR processing provisions under Rule 22.

(Continued)

10C15

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RULE 25.1

SWITCHING EXEMPTIONS

C. Phase-in Period (Continued)

6. Enrollment after the OEW closes: (Continued)

b. In 2011: (Continued)

(6) Once the 2012 Load Cap is reached, SDG&E will stop accepting Six Month Notice To Transfer To Direct Access Service forms.

(7) If room under the 2012 Load Cap subsequently becomes available, SDG&E will update its website to notify customers that it is accepting Six Month Notice To Transfer To Direct Access Service forms. Once received by SDG&E, customers will have a three (3) day rescission period after which advance notifications cannot be cancelled. SDG&E will use the same daily batch process described above for accepting Six Month Notice To Transfer To Direct Access Service forms for any room under the 2012 Load Cap. However, customers who submit Six Month Notice To Transfer To Direct Access Service forms prior to July 2011 may be required to remain on bundled service for longer than six (6) months (but not more than twelve (12) months) before switching to DA service, if there is no room under the 2012 Load Cap.

c. In 2012 and 2013:

(1) SDG&E will use the same enrollment process as described above for 2011, using the applicable annual limits, except that (1) a ten percent (10%) threshold for daily batch processing will not apply to the 2013 Load Cap because it represents the Overall DA Cap, and (2) DA-eligible customers may begin submitting Six Month Notice To Transfer To Direct Access Service forms as of 9:00 a.m. PST on January 2, 2012 to switch to DA in 2012 or 2013, depending on whether there is room available under the 2012 Load Cap.

7. During the Phase-in Period, SDG&E will indicate on its public website whether NOIs (during the OEW) or Six Month Notice To Transfer To Direct Access Service forms (after the OEW) may be submitted, and update this information regularly, as reasonably necessary, but in no event less frequently than monthly. This information should be sufficient to inform customers and ESPs whether there is room available under the annual load caps during the Phase-In Period or the Overall DA Cap after the Phase-In Period. SDG&E will provide notice on its public website when the level of annualized sales for customers electing DA service approaches a certain percentage of the annual load caps or Overall DA Cap (e.g., 95%).

Changes in the twelve (12) month usage of DA accounts will be reflected in order to determine the DA load availability. No customer taking DA service while room was available under the Overall DA Cap will be removed from DA service as a result of growth in DA load.

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San Diego Gas & Electric Company
San Diego, California

Revised Cal. P.U.C. Sheet No. 21705-E

Canceling Original Cal. P.U.C. Sheet No. 17427-E

SAMPLE FORMS

Sheet 1

FORM 143-02759

Direct Access Customer Relocation/Replacement Declaration

(04/10)

(See Attached Form)

T

1C9

Advice Ltr. No. 2160-E

Decision No. 10-03-022

Issued by
Lee Schavrien
Senior Vice President
Regulatory Affairs

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Resolution No. _____



Direct Access Customer Relocation/Replacement Declaration

1. Electric Energy Service Provider (ESP) Declaration

I, _____, state as follows:

1. I am an officer of _____ (*Name of ESP*)(“ESP”) authorized to make this declaration. I have personal knowledge of the matters set forth herein and if called upon as a witness could and would testify competently thereto.
2. Under the provisions of the Agreement, the Customer has the right to receive direct access service from ESP for electric service loads located at the Current Location service address under the service accounts identified below and at the New Location. “Current Location” means one or more existing customer sites where the electric load of one or more customer accounts is currently being served under direct access, or is eligible for direct access service. “New Location” means either (1) the Current Location site or sites after the facilities have been refurbished, reconstructed or remodeled or (2) a different site or sites from the Current Location(s) which has been newly acquired or constructed by customer, at which the customer intends to accommodate all or part of the relocated business and operations from the Current Location(s). A New Location may not include bundled service accounts which have been in the customer’s name for more than ninety (90) days; provided, however, that for affidavits submitted during the sixty (60) day transition period beginning January 18, 2005, after the effective date of Resolution E-3872, a customer may include bundled accounts acquired or constructed by the customer after September 20, 2001.
3. All conditions of the Agreement necessary for a transfer of electric service from Customer’s Current Location to New Location have been satisfied, including any necessary approvals by ESP.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this ____ day of _____, _____ at _____, _____ [city, state].

_____ [signature]

_____ [title]

2. Customer Declaration

I, _____, state as follows:

1. I am an authorized representative of _____ (“Customer”) and I am authorized to make this declaration.
2. I have personal knowledge of the matters set forth herein and if called upon as a witness could and would testify competently thereto.
3. Customer seeks to transfer its electric service from Current Location, as noted on the attached form, to New Location. This replacement or relocation is in the normal course of business. “Current Location” means one or more existing customer sites where the electric load of one or more customer accounts is currently being served under direct access, or is eligible for direct access service. “New Location” means either (1) the Current Location site or sites after the facilities have been refurbished, reconstructed or remodeled or (2) a different site or sites from the Current Location which has been newly acquired or constructed by customer, at which the customer intends to accommodate all or part of the relocated business and operations from the Current Location(s). A New Location may not include bundled service accounts which have been in the customer’s name for more than ninety (90) days; provided, however, that for affidavits submitted during the sixty (60) day transition period beginning January 18, 2005, after the effective date of Resolution E-3872, a customer may include bundled accounts acquired or constructed by the customer after September 20, 2001.
4. Customer agrees to maintain, and make available to the California Public Utilities Commission upon request, all records since at least September 20, 2001, associated with its electricity service and consumption at Current Location and New Location, including, but not limited to, the applicable meter and account numbers, and the associated direct access load.

2. **Customer Declaration** (Continued)

5. If the New Location is at a different site from the Current Location, Customer agrees to (check one):

Close its account(s) at Current Location on _____ [expected date].

Return its account(s) at Current Location to bundled service on _____ [expected date].

Split the load on the account(s) at Current Location as follows. (Identify service account number(s) in the space below)

6. Customer understands that continuous direct access status pursuant to Ordering Paragraph 4 of CPUC Decision 02-11-022 (exemption from paying the DWR components of the DA Cost Responsibility Surcharge) will transfer to a relocation/replacement account only if each account at the Current Location(s) being combined for the relocation/replacement account qualifies as continuous direct access. If the customer elects to combine a number of accounts that do not qualify as continuous direct access, then the relocation/replacement account will not qualify as continuous direct access.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this ___ day of _____, _____ at _____, _____ [city, state].

_____ [signature]

_____ [title]

3. Current Location Information

Name on Account _____

Service Account Number _____

Service Address _____

City, State, ZIP _____

Meter Number _____

Service Account Number _____

Service Address _____

City, State, ZIP _____

Meter Number _____

Service Account Number _____

Service Address _____

City, State, ZIP _____

Meter Number _____

4. New Location Information

Name on Account _____

(The direct access service will occur at the New Location)

Service Account Number _____

Service Address _____

City, State, ZIP _____

Meter Number _____

Start Date for Relocation or Replacement _____

Service Account Number _____

Service Address _____

City, State, ZIP _____

Meter Number _____

Start Date for Relocation or Replacement _____

Service Account Number _____

Service Address _____

City, State, ZIP _____

Meter Number _____

Start Date for Relocation or Replacement _____

(For more accounts, please list the additional information on a separate sheet and attach it to this form)

4. New Location Information *(Continued)*

Upon receipt by Utility of the Direct Access Customer Relocation/Replacement Declaration, Utility shall review the information and notify ESP within five business days either that (a) the New Location has been added to the ESP Listing; or (b) Utility has reasonable cause not to process the Direct Access Customer Relocation/Replacement Declaration. Upon receiving notification under subsection (a) above, ESP may submit a DASR to allow Utility to process the transaction. Upon receiving notification under subsection (b) above, Utility and ESP shall confer as soon as possible to determine what further information needs to be provided in order for ESP to submit a DASR as provided above. This document may be executed in counterparts and submitted by fax, provided the originals are delivered to the Utility within 10 calendar days thereafter.



San Diego Gas & Electric Company
San Diego, California

Original Cal. P.U.C. Sheet No. 21706-E

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

SAMPLE FORMS

Sheet 1

FORM 143-02760

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Six Month Notice to Return to Direct Access Service

(04/10)

T

(See Attached Form)

1H11

Advice Ltr. No. 2160-E

Decision No. 10-03-022

Issued by
Lee Schavrien
Senior Vice President
Regulatory Affairs

Date Filed Apr 2, 2010

Effective Apr 2, 2010

Resolution No. _____



For SDG&E Use Only	Date/Time Received:
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Six Month Notice To Transfer to Direct Access Service

This completed form notifies San Diego Gas & Electric (SDG&E) of your intent to transfer your service account(s) to Direct Access (DA) Service. Customers choosing to transfer to DA Service must provide a six-month advance notice to the utility. Within twenty (20) days of receipt, SDG&E will notify you of the status of your Six Month Notice To Transfer To Direct Service (Notice). If your Notice has been accepted, the confirmation from SDG&E will specify the date by which your Energy Service Provider (ESP) must submit a Direct Access Service Request (DASR) to SDG&E in order to transfer your service account(s) to DA service. This is important information that you will need to provide to your ESP to complete your request. This date is significant because if SDG&E does not receive a DASR by that date, your service account(s) will be switched to Transitional Bundled Service (TBS) for a period of up to sixty (60) days. This 60-day period provides an additional opportunity for your ESP to submit a DASR. If SDG&E does not receive a DASR by the end of the 60 day period, your Notice will be cancelled and your service account(s) will no longer be eligible for DA Service at that time. Your service account(s) will continue to bill under TBS for an additional six months. At the end of the six-month period under TBS, your service account(s) will be placed on Bundled Portfolio Service for a minimum three (3) year commitment.

In the event the available annual load limit for transferring to DA Service for the current or subsequent phase-in year, if applicable, has been met at the time SDG&E receives your Notice, your Notice will be rejected and your service account(s) will not be eligible to transfer to DA Service.

Please consider this my notice to transfer the account(s) listed below to DA service, I understand the rules and conditions as set forth in SDG&E's Electric Rule 25.1¹. You have three (3) business days after SDG&E receives your advance notice to rescind and stay with bundled service. After the third business day, your election to transfer to DA service is irrevocable.

Required Customer Information:

Name on Account:
Service Account Number:
Service Address:
City, ZIP:
Customer's e-mail address:

Note: For customers providing a six month notice for more than one service account, please use the supplemental service agreement list provided in Attachment A to list the additional service agreement(s). In the event that sufficient load is not available to accommodate the load associated with all listed service agreements, SDG&E will process the service agreements in the order they are listed on any/all attachments.

Customer or Authorized Agent Signature:²

Signature:
Type/Print Name & Title:
Company Name:
Daytime Phone Number:
E-Mail Address:

E-mail your completed form to: ESPADMIN@semprautilities.com

FAX your completed form to: 858-654-1256

¹ The terms and conditions applicable to transfer between bundled and DA Service are available in SDG&E's Electric Rule 25.1.

² If a Six Month Notice is submitted by a 3rd party on behalf of the customer, a signed and executed *Authorization to: Receive Customer Information or Act Upon a Customer's Behalf* form is also required and must be submitted with this Notice.

Attachment A
Six Month Notice To Transfer to Direct Access Service
Supplemental Account List

Important: All Service Accounts on the Supplemental Account List must be for the same customer of record (a customer of record will be distinguished by the Federal Tax Identification number listed in SDG&E's customer information system). Any Service Accounts which are not under the same Federal Tax ID must be submitted on a separate Notice Of Intent or the Service Account(s) will be rejected.

Additional Service Accounts:

Service Account Number:
Service Address:
City, ZIP:

Service Account Number:
Service Address:
City, ZIP:

Service Account Number:
Service Address:
City, ZIP:

Service Account Number:
Service Address:
City, ZIP:

Service Account Number:
Service Address:
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Service Account Number:
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Service Account Number:
Service Address:
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Service Account Number:
Service Address:
City, ZIP:



San Diego Gas & Electric Company
San Diego, California

Original Cal. P.U.C. Sheet No. 21707-E

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

SAMPLE FORMS

Sheet 1

FORM 143-02761

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Six Month Notice to Return to Bundled Portfolio Service

(04/10)

T

(See Attached Form)

1H10

Advice Ltr. No. 2160-E

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Senior Vice President
Regulatory Affairs

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Six Month Notice to Return to Bundled Portfolio Service

This completed form notifies SDG&E of your intent to transfer your service account(s) to Bundled Portfolio Service (BPS). Customers choosing to transfer to bundled service for a term longer than 60 days must provide a six-month advance notice to the utility prior to becoming eligible for BPS. Customers electing BPS service make a three-year commitment and will not be eligible to transfer to Direct Access (DA) service until the conclusion of the three-year minimum term. At the end of the three-year term, non-residential customers may have the option to transfer to DA service or remain on bundled Service.

Please consider this my notice to transfer the account(s) listed below to utility bundled service. For non-residential customers, the service accounts(s) retain DA eligibility and may have an opportunity to transfer to DA when my BPS commitment expires. I understand the rules and conditions as set forth in SDG&E's Electric Rule 25.1¹. I have three (3) business days after SDG&E receives this notice to rescind and remain on DA service. After the third business day, my election to return to bundled service is irrevocable.

Required Customer Information:

Name on Account:
Service Account Number:
Service Address:
City, ZIP:
Customer's e-mail address:

***Note:** For customers providing notice for more than one service account please use the supplemental account list provided on Attachment A to list the additional service accounts. An electronic spreadsheet may be submitted to list additional service accounts in lieu of Attachment A*

Customer or Authorized Agent Signature:²

Signature:
Type/Print Name & Title:
Company Name:
Daytime Phone Number:
E-Mail Address:

E-mail your completed form to: ESPADMIN@semprautilities.com

OR

FAX your completed form to: 858-654-1256

OR

Mail your completed form to: San Diego Gas & Electric
 Attention: Customer Choice
 8306 Century Park Ct., CP42K
 San Diego, CA 92123

¹ The terms and conditions applicable to transferring between BPS and DA Service are available in SDG&E's Electric Rule 25.1.

² If a Six Month Notice is submitted by a 3rd party on behalf of the customer, a signed and executed *Authorization to Receive Customer Information or Act Upon a Customer's Behalf* form is also required and must be submitted with this Notice.

Attachment A

**Six Month Notice to Return to Bundled Portfolio Service
Supplemental Account List**

Important: All Service Accounts on the Supplemental Account List must be for the same customer of record (a customer of record will be distinguished by the Federal Tax Identification number listed in SDG&E's customer information system). Any Service Accounts which are not under the same Federal Tax ID must be submitted on a separate Notice Of Intent or the Service Account(s) will be rejected.

Additional Service Accounts:

Service Account Number:
Service Address:
City, ZIP:

Service Account Number:
Service Address:
City, ZIP:

Service Account Number:
Service Address:
City, ZIP:

Service Account Number:
Service Address:
City, ZIP:

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Service Address:
City, ZIP:

Service Account Number:
Service Address:
City, ZIP:



San Diego Gas & Electric Company
San Diego, California

Original Cal. P.U.C. Sheet No. 21708-E

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

SAMPLE FORMS

Sheet 1

FORM 143-02762

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Direct Access Customer Assignment Affidavit

(04/10)

T

(See Attached Form)

1C10

Advice Ltr. No. 2160-E

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Issued by
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Senior Vice President
Regulatory Affairs

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Customer Assignment Notification

1. ESP Declaration

_____ (*Name of ESP*) (“ESP”) hereby warrants that:

- (1) ESP entered into an agreement for direct access service (Agreement) with the “Current Customer,” as identified below.
- (2) Under the provisions of the Agreement, the Current Customer has the right to receive direct access service from ESP for electric service loads located at the service address identified below (Current Location) under the service accounts identified below (Current Accounts).
- (3) Under the provisions of the Agreement, Current Customer has the right to assign its right to receive direct access service at the current location for load represented by the Current Accounts to “New Customer” (identified below).
- (4) All conditions of the Agreement necessary for a valid assignment from Current Customer to New Customer have been satisfied, including any necessary approvals by ESP.

Signed _____ (Authorized representative of ESP)

Date _____

2. New Customer Declaration

_____ (New Customer as identified below) hereby warrants that:

- (1) It consents to the assignment of rights by the Current Customer as described above under the ESP Declaration
- (2) It understands that the assigned right to receive direct access service is limited to electric power loads at the Current Location;
- (3) It is familiar with the loads and the load history represented by the Current Accounts and understands that, pursuant to California Public Utilities Commission Decision 02-03-055, its right to receive direct access is limited to loads the same as, or substantially the same as, the loads represented by the Current Accounts.

Signed _____ (Authorized representative of New Customer)

Date _____

Customer Assignment Notification (cont'd)

Current Customer Information

Name: _____

Service Address (Current Location)

(Current Accounts): UDC Account Number(s):

UDC Meter Number(s): _____

New Customer Information

Name: _____

(The new customer's direct access service will occur at the Current Location)

(New Accounts): UDC Account Number(s):

UDC Meter Number(s):

Upon receipt by Utility of the customer assignment notification, Utility shall review the information and notify ESP within five business days either that (a) the new customer information has been added to the ESP Listing; or (b) Utility has reasonable cause not to process the customer assignment notification. Upon receiving notification under subsection (a) above, ESP may submit a DASR to allow Utility to process the assignment. Upon receiving notification under subsection (b) above, Utility and ESP shall confer as soon as possible to determine what further information needs to be provided in order for ESP to submit a DASR as provided above. This document may be executed in counterparts and submitted by fax, provided the originals are delivered to the Utility within 10 calendar days thereafter.



San Diego Gas & Electric Company
San Diego, California

Original Cal. P.U.C. Sheet No. 21709-E

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

SAMPLE FORMS

Sheet 1

FORM 143-02763

N
N

Notice of Intent to Transfer to Direct Access Service During the Open Enrollment Window (NOI)

(04/10)

N
N

(See Attached Form)

N

1C10

Advice Ltr. No. 2160-E

Decision No. 10-03-022

Issued by
Lee Schavrien
Senior Vice President
Regulatory Affairs

Date Filed Apr 2, 2010

Effective Apr 2, 2010

Resolution No. _____

NOTICE OF INTENT TO TRANSFER TO DIRECT ACCESS SERVICE
(DURING THE OPEN ENROLLMENT WINDOW APRIL 16, 2010 TO JUNE 30, 2010)

This signed and completed form notifies San Diego Gas & Electric (SDG&E) of your intent to transfer your service account(s) to Direct Access (DA) service during the Open Enrollment Window (OEW), as defined in Rule 25.1.¹ In order to be processed, SDG&E must receive this Notice of Intent (NOI) no sooner than 9:00 am (PDT) on April 16, 2010, and no later than 11:59 pm (PDT) June 30, 2010. Within twenty (20) days of receipt, SDG&E will notify you of the status of your NOI. If your NOI has been accepted, the confirmation notice from SDG&E will specify the date by which your Energy Service Provider (ESP) must submit a Direct Access Service Request (DASR) to SDG&E in order to transfer your service account(s) to DA service. This is important information that you will need to provide to your ESP to complete your request. If SDG&E does not receive a DASR by the specified date(s), your service account(s) will **not** be transferred to DA service and this NOI will be voided.

In the event the 2010 Load Cap for transferring to DA Service has been met and the waiting list has been fully subscribed² at the time SDG&E receives your NOI, your NOI will be rejected and your service accounts will not be eligible to transfer to DA Service during the OEW.

At the time your account(s) transfers to DA service, you will be responsible for paying the applicable components of the DA Cost Responsibility Surcharge, as defined in Schedule DA CRS. Customers whose service account(s) transfer to DA Service as a result of an NOI received by SDG&E prior to July 1, 2010, will be responsible for paying the 2009 vintage DA CRS.

Please consider this my notice of intent to transfer the service account(s) listed below to DA service. I understand the rules and conditions as set forth in all applicable SDG&E tariffs, including but not limited to Rule 25.1.

Required Customer Information:

Name on Account:
Service Account Number:
Service Address:
City, ZIP:
Customer's e-mail address:

***Note:** For customers providing an NOI for more than one service account please use the supplemental account list provided on Attachment A to list the additional service accounts. An electronic spreadsheet may be submitted to list additional service accounts in lieu of Attachment A. In the event that the 2010 Load Cap cannot accommodate the load associated with all listed accounts, SDG&E will process the service accounts in the order they are listed on any/all attachments.*

Customer or Authorized Agent Signature:³

Signature:
Type/Print Name & Title:
Company Name:
Daytime Phone Number:
E-Mail Address:

E-mail your completed form to: ESPADMIN@semprautilities.com

OR

Fax your completed form to: (858) 654-1256.

¹SDG&E's Rule 25.1 is available at http://www.sdge.com/regulatory/elec_rules.shtml

² In the event the 2010 Load Cap for the OEW has been met, a waiting list, as described in Rule 25.1, will be established.

³ If an NOI is submitted by a 3rd party on behalf of the customer, a signed and executed *Authorization to: Receive Customer Information or Act Upon a Customer's Behalf* Form is also required and must be submitted with this NOI.

Attachment A

NOTICE OF INTENT TO TRANSFER TO DIRECT ACCESS SERVICE
Supplemental Account List

(An electronic spreadsheet may be submitted to list additional service accounts in lieu of this Attachment A)

Important: All Service Accounts on the Supplemental Account List must be for the same customer of record (a customer of record will be distinguished by the Federal Tax Identification number listed in SDG&E's customer information system). Any Service Accounts which are not under the same Federal Tax ID will be rejected and must be submitted on a separate Notice Of Intent.

Additional Service Accounts:

Service Account Number:
Service Address:
City, ZIP:

Service Account Number:
Service Address:
City, ZIP:

Service Account Number:
Service Address:
City, ZIP:

Service Account Number:
Service Address:
City, ZIP:

Service Account Number:
Service Address:
City, ZIP:

Service Account Number:
Service Address:
City, ZIP:

Service Account Number:
Service Address:
City, ZIP:

Service Account Number:
Service Address:
City, ZIP:

Service Account Number:
Service Address:
City, ZIP:

Service Account Number:
Service Address:
City, ZIP:



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