

**BEFORE THE PUBLIC UTILITIES COMMISSION  
OF THE STATE OF CALIFORNIA**

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Order Instituting Rulemaking to Continue	)	Rulemaking 11-05-005
Implementation and Administration of California	)	(Filed May 5, 2011)
Renewables Portfolio Standard Program.	)	

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**SAN DIEGO GAS & ELECTRIC COMPANY (U 902 E)  
PROPOSED SEC. 399.20 TARIFF AND CONTRACT**

AIMEE M. SMITH  
101 Ash Street, HQ-12  
San Diego, California 92101  
Telephone: (619) 699-5042  
Facsimile: (619) 699-5027  
amsmith@semprautilities.com

Attorney for  
SAN DIEGO GAS & ELECTRIC COMPANY

August 5, 2011

**BEFORE THE PUBLIC UTILITIES COMMISSION  
OF THE STATE OF CALIFORNIA**

Order Instituting Rulemaking to Continue Implementation and Administration of California Renewables Portfolio Standard Program.	) ) ) ) )	) Rulemaking 11-05-005 ) (Filed May 5, 2011)
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**SAN DIEGO GAS & ELECTRIC COMPANY (U 902 E)  
PROPOSED SEC. 399.20 TARIFF AND CONTRACT**

In accordance with the Rules of Practice and Procedure of the California Public Utilities Commission (the “Commission” or “CPUC”), the *Administrative Law Judge’s Ruling Setting Forth Implementation Proposal for SB 32 and SB 2 1X Amendments to Section 399.20* dated June 27, 2011 (the “ALJ Ruling”), and the July 15, 2011 ruling of Administrative Law Judge Burton W. Mattson extending the deadline for filing draft § 399.20 tariffs and contracts, San Diego Gas & Electric Company (“SDG&E”) hereby submits its draft § 399.20 tariff and contract terms. As discussed in more detail below, for projects sized below 1 MW, SDG&E proposes to use the attached standard contract. For projects sized at 1 MW and larger, SDG&E proposes to use a modified version of the contract used for SDG&E’s Renewable Auction Mechanism (“RAM”) program.

As a general matter, SDG&E notes that there are several elements of the § 399.20 program that are not defined at this time, including program eligibility requirements, interconnection requirements, pricing structure, etc. Accordingly, it may, and indeed likely will, be necessary to update the draft tariff and contract terms when program requirements are established. The draft § 399.20 tariff and contract terms submitted by SDG&E at this point reflect the proposals for § 399.20 program implementation included in SDG&E’s July 21, 2011 comments.

**San Diego Gas & Electric Company**

As noted above, the draft § 399.20 contract submitted herewith is applicable to projects smaller than 1 MW. For projects sized at 1 MW and larger, SDG&E proposes to use its RAM Standard Contract with modifications to certain terms including:

- Interconnection at distribution level; no transmission interconnection requirements
- SDG&E will be the Scheduling Coordinator
- Generator required to enter distribution service agreement

SDG&E's draft § 399.20 Tariff is attached hereto as Appendix A. SDG&E's draft § 399.20 Program Contract for Projects Smaller than 1 MW is attached hereto as Appendix B.

Respectfully submitted this 5<sup>th</sup> day of August, 2011.

/s/ Aimee M. Smith  
AIMEE M. SMITH  
101 Ash Street, HQ-12  
San Diego, California 92101  
Telephone: (619) 699-5042  
Facsimile: (619) 699-5027  
amsmith@semprautilities.com

Attorney for  
SAN DIEGO GAS & ELECTRIC COMPANY

**San Diego Gas & Electric Company**

# **APPENDIX A**

SDG&E Draft § 399.20 Tariff



**DRAFT - RENEWABLE GENERATING FACILITY**  
**~~NEW FEED-IN TARIFF~~**  
**TARIFF FOR ELIGIBLE RENEWABLES**

APPLICABILITY

Pursuant to Public Utilities Code (PU Code) Section 399.20 and Senate Bill (SB) 32, this Schedule is optionally available to generators who own and operate an Eligible Renewable Generating Facility within SDG&E's service territory, as defined herein with a total effective generation capacity of not more than 1.5 megawatts (MWs).

Service under this Schedule is on a first come, first served basis and shall be closed to new participants once the combined generating capacity of Eligible Renewable Generating Facilities within SDG&E's service territory reaches 60.165 MW which is SDG&E's share of the statewide 750 MW requirement, based on the ratio of SDG&E's peak demand to the total peak demand in the State of California.

TERRITORY

Within the entire territory served by SDG&E.

RATES

The participant's otherwise applicable tariff shall apply except as follows:

SDG&E shall purchase the total output produced by an Eligible Renewable Generating Facility under Option A (Full Buy/Sell) or Option B (Sale of Excess Only) at a rate equal to the Market Referent Price (MPR), as determined by the California Public Utilities Commission pursuant to PU Code Section 399.15, that is applicable on the effective date of the Agreement, subject to the on-line date and term specified in an executed Tariff Agreement.

SPECIAL CONDITIONS

1. Tariff Agreement: An executed Tariff Agreement (Eligible Renewables Tariff Contract for Below 1 MW or Eligible Renewables Tariff Contract for 1 MW and Above) is required prior to receiving service under this Schedule.
2. Participation in other SDG&E Programs: Generators participating under the provisions of this Schedule may not participate in any other SDG&E interruptible, Self Generation Incentive Program (SGIP), California Solar Initiative, net energy metering program, or other similar programs. Electric generation facilities that received ratepayer-funded incentives and participated in a net metering program prior to January 1, 2010, will be subject to reimbursement of funds if they chose to participate in this schedule.
3. Definitions: The following definitions are applicable to service provided under this Schedule.
  - b. Eligible Renewable Generating Facility – Any electric generation facility that is located in the service territory of, and developed to sell electricity to, SDG&E and where the Eligible Renewable Generating Facility meets all of the following criteria:
    - (1) Has an effective nameplate capacity of not more than 1.5 MW.

(Continued)

1C0  
Advice Ltr. No. \_\_\_\_\_  
Decision No. \_\_\_\_\_

Issued by  
**Lee Schavrien**  
Senior Vice President  
Regulatory Affairs

Date Filed \_\_\_\_\_  
Effective \_\_\_\_\_  
Resolution No. \_\_\_\_\_



**DRAFT - RENEWABLE GENERATING FACILITY**

TARIFF FOR ELIGIBLE RENEWABLES

SPECIAL CONDITIONS

3. Definitions (Continued)

- (2) Is interconnected and operates in parallel with the Utility's electric transmission and distribution grid.
- (3) Is a single electric generation facility with a maximum capacity of 1.5 MW, that delivers power through a single meter to a single interconnection point and, in addition to these requirements, can demonstrate that the project is not part of a multi-facility installation with a total capacity greater than 1.5 MW.
- (4) Is strategically located and interconnected to the Utility's electric transmission system in a manner that optimizes the deliverability of electricity generated at the facility to load centers.
- (5) Is an eligible renewable energy resource, as defined in Public Utilities Code Section 399.12.
- (6) The generating facility can begin deliveries within 18 months of contract execution.

4. Metering Requirements: Generators served on this Schedule shall be separately metered with SDG&E's metering to reflect the net generation output amounts of the Eligible Renewable Generating Facility. Facilities 1 MW or greater are required to comply with the metering requirements of the California Independent System Operator (CAISO). Customers shall be responsible for all costs associated with separately metering their Eligible Renewable Generating Facility output and associated station load. All metering required for service on this Schedule shall be installed and maintained in accordance with SDG&E and, where applicable, CAISO requirements.

5. Generator Participation: Except as provided below, generators may participate in accordance with this Schedule until the sum of all contracted capacity under this tariff reaches SDG&E's proportionate share of the statewide capacity requirement of 750 MW. SDG&E has been allocated 60.165 MW of the statewide capacity requirement. The sum of all customers' contracted capacity will be calculated by the summation of all effective capacity ratings (in kW) provided in the Tariff Agreements. Should additional customers express interest in this Schedule after SDG&E's share of the statewide capacity requirement is reached, SDG&E will maintain a list of interested parties, ranked by the date on which they requested service under this Schedule, whose eligibility has been verified. The list of eligible parties will be notified in the event that additional capacity becomes available, either through participating generators withdrawing or an increase in SDG&E's capacity requirement. Interested customers who remain interested in the opportunity may participate under this Schedule on a first come, first served basis until the installed capacity plus the newly contracted capacity equals SDG&E's capacity requirement.

6. Departing Load Charges: For customers electing Option B (Sale of Excess Only), there may be nonbypassable charges applicable to the portion of generation which the customer shall use to self-serve load. To the extent such nonbypassable departing load charges are applicable, the charges shall be billed to the customer separately from any payment invoice and payment mechanism associated with the excess energy sold to SDG&E.

2C0  
Advice Ltr. No. \_\_\_\_\_  
Decision No. \_\_\_\_\_

Issued by  
**Lee Schavrien**  
Senior Vice President  
Regulatory Affairs

Date Filed \_\_\_\_\_  
Effective \_\_\_\_\_  
Resolution No. \_\_\_\_\_

# **APPENDIX B**

SDG&E Draft § 399.20 Program  
Contract for Projects Smaller than 1 MW

**DRAFT**  
**ELIGIBLE RENEWABLES TARIFF AGREEMENT (BELOW 1 MW)**

{Producer}

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This Tariff Renewable Energy Contract for Below 1 MW ("Agreement") is entered into by and between:

Producer's Name ("Producer"), an Eligible Participant, and

San Diego Gas & Electric Company ("SDG&E"), a California corporation.

Producer and SDG&E are sometimes also referred to in this Agreement jointly as "Parties" or individually as "Party." All capitalized terms not defined herein shall have the meanings ascribed to them in Section 14.5.

1. RECITALS.

1.1 This Agreement requires Producer to be located in and interconnected to SDG&E's service territory at the Premises identified in Section 2.3. This Agreement provides for Producer to sell energy, net of Station Use, and all related Green Attributes and other products described in Section 6.3 produced by the Generating Facility directly to SDG&E provided the Generating Facility satisfies the Eligible Renewable Resource Facility Requirements and the California Renewables Portfolio Standard requirements as set forth in Appendix C. This Agreement does not constitute an agreement by SDG&E to provide retail electrical service or interconnection to Producer. Such arrangements must be made separately between SDG&E and Producer.

1.2 In consideration of the mutual promises and obligations stated in this Agreement and its attachments, the Parties agree as follows:

2. SUMMARY AND DESCRIPTION OF GENERATING FACILITY

2.1 A description of the Generating Facility, including a summary of its significant components, a drawing showing the general arrangement of the Producer's Generating Facility, and a single-line diagram illustrating the Interconnection of the Generating Facility, is attached hereto and incorporated herein as Appendix A.

2.2 RESERVED

2.3 Name and address used by SDG&E to locate the Premises used to Interconnect the Generating Facility with SDG&E's Distribution System:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ Service Account

2.4 The Gross Nameplate Rating of the Generating Facility is: \_\_\_\_\_ kW

2.5 The Net Nameplate Rating of the Generating Facility is: \_\_\_\_\_ kW  
(Total kW must be less than 1,000 kW)

Producer shall not modify the Generating Facility without the prior written consent of SDG&E.

2.6 The maximum (instantaneous) level of power that may be exported by the Generating Facility to SDG&E's Distribution System is expected to be:

Day Month Year

1  
Eligible Renewable Tariff  
Agreement – Below 1 MW



**ELIGIBLE RENEWABLES TARIFF AGREEMENT  
PRODUCER NAME**

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\_\_\_\_\_kW

- 2.7 The annual energy production of the Generating Facility is expected to be: \_\_\_\_\_ kWh
- 2.8 The annual energy exported through SDG&E's facilities at the point of interconnection as described in the Interconnection Agreement from the Producer's Premises is expected to be \_\_\_\_\_ kWh.
- 2.9 The Generating Facility's expected date of Initial Operation is \_\_\_\_\_. The actual date of Initial Operation shall be as stated in the Initial Operation Date Confirmation Letter, the form of which is attached hereto as Appendix I.
- 2.10 Producer hereby represents and warrants as of the actual Initial Delivery date as stated in Appendix I and throughout the Term that the Generating Facility and the electric energy purchased by SDG&E:
- (a) Does meet the requirements for "Eligible Renewable Resource" as such term is used in Section 399.11 et seq. of the California Public Utilities Code;
  - (b) Does meet the requirements of the California Renewable Portfolio Standard; and
  - (c) Has not obtained additional compensation or other benefits pursuant to the Self-Generation Incentive Program, as defined in CPUC Decision 01-03-073, the California Solar Initiative, as defined in CPUC Decision 06-01-024, SDG&E's net metering tariff, or other California ratepayer programs with respect to the Generating Facility.

**3. DOCUMENTS INCLUDED; DEFINED TERMS**

This Agreement includes the following exhibits, which are specifically incorporated herein and made a part of this Agreement.

- Appendix A - Description of Generating Facility and Single-Line Diagram (Supplied by Producer)
- Appendix B - Reserved
- Appendix C - Producer's warranty that the Generating Facility meets with the requirements for "Eligible Renewable Resource" as defined in Section 399.11 et seq. of the California Public Utilities Code and the output meets with the requirements of the California Renewable Portfolio Standard.
- Appendix D - Reserved
- Appendix E - Forecast Requirements for Generating Facilities that have a Net Nameplate Rating greater or equal to 500 kW
- Appendix F - Definitions
- Appendix G - TOD Periods
- Appendix H - Product Price
- Appendix I - Initial Operation Date Confirmation Letter

**4. TERM AND TERMINATION**

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Day Month Year

**ELIGIBLE RENEWABLES TARIFF AGREEMENT  
PRODUCER NAME**

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- 4.1 This Agreement shall become effective on the Effective Date. The Agreement shall continue in full force and effect until the earliest date that one of the following events occurs:
- (a) A termination date agreed to in writing by the Parties.
  - (b) Unless otherwise agreed in writing by the Parties, at 12:01 A.M. on the day following the date the Interconnection Agreement to SDG&E's Distribution System is closed or terminated.
  - (c) At 12:01 A.M. on the day following the completion of: **(check one)**  
10 / 15 / 20 Term Years from actual Initial Operation stated in Appendix I.
- 4.2 SDG&E may elect to terminate this Agreement at 12:01 A.M. on the 61st day after SDG&E provides written Notice pursuant to Section 10 of this Agreement to the Producer of SDG&E's intent to terminate this Agreement for one or more of the following reasons:
- (a) A change in applicable Tariffs as approved or directed by the Commission or a change in any local, state or federal law, statute or regulation, any of which materially alters or otherwise materially affects SDG&E's ability or obligation to perform SDG&E's duties under this Agreement;
  - (b) Producer fails to remain an Eligible Participant;
  - (c) Producer fails to take all corrective actions specified in any SDG&E Notice, within the time frame set forth in such Notice, that Producer's Generating Facility is out of compliance with the terms of this Agreement;
  - (d) Producer fails to deliver 70% of two times the annual energy production as stated in Section 2.7 over any consecutive twenty-four month period after Initial Operation, except for periods of Producer's declared Force Majeure.
  - (e) Producer abandons the Generating Facility. SDG&E shall deem the Generating Facility to be abandoned if SDG&E provides a Notice to Producer advising Producer of SDG&E's determination, in its reasonable discretion, that the Generating Facility is non-operational and Producer does not provide a substantive response to such Notice affirming Producer's intent and ability to continue to Operate the Generating Facility within 15 days of such Notice;
  - (f) Producer has not sold or delivered energy from the Generating Facility for any six (6) consecutive months of the Term, except as may be excused by a Producer declared Force Majeure for no more than twenty-four (24) months; or
  - (g) Producer fails to provide the credit required in Section 9 or a Letter of Credit Default occurs and is continuing.
  - (h) Producer fails to achieve Initial Operation within 18 months of the Effective Date of this Agreement.
- 4.3 Any agreements attached hereto and incorporated herein shall terminate concurrently with this Agreement unless the Parties have agreed otherwise in writing.

5. GENERATING FACILITY OPERATION

- 5.1 Producer is responsible for Operating the Generating Facility in compliance with all of SDG&E Tariffs, the Interconnection Agreement, and any other regulations and laws governing the Interconnection of the Generating Facility.
- 5.2 The Generating Facility Net Nameplate Rating shall be less than 1,000 kW.
- 5.3 For a Generating Facility having a Net Nameplate Rating equal to or greater than 500 kW, the Parties shall comply with the forecasting provisions of Appendix E.
- 5.4 SDG&E shall have reasonable ingress and egress rights to examine the Site and Generating Facility for purposes connected with this Agreement.

6. BILLING AND PAYMENT

- 6.1 The amount of energy purchased under this Agreement shall be determined by electrical meters and equipment owned, Operated, and maintained by SDG&E.
- 6.2 The Product Price during the Term, as set forth in Appendix H, shall equal the Market Price Referent ("MPR") as determined on or before the Effective Date by the Commission applicable to the calendar year that the Generating Facility achieves Initial Operation.
- 6.3 Producer agrees to sell the electric energy produced by the Generating Facility as specified below together with all Green Attributes, Capacity Attributes and Resource Adequacy Benefits (collectively, the "Attributes") associated with the energy sold to SDG&E:

\_\_\_\_\_ Option A (Full Buy/Sell) Producer agrees to sell all of the electrical energy produced from the Generating Facility, net of Station Use, as measured by the SDG&E meter as shown in Appendix A.

\_\_\_\_\_ Option B (Sale of Excess) Producer agrees to sell all of the energy produced, net of Station Use, in excess of the Producer's load at the Service Account(s) listed in Section 2.2 as such excess is measured by SDG&E at SDG&E's facilities at the point of interconnection as described in the Interconnection Agreement.

- 6.4 SDG&E shall pay Producer for all Attributes and electrical energy (as specified as Option A or Option B above) at the Product Price during the Term (and not prior to the actual Initial Operation date) generated by the Generating Facility and located as shown on the Single-Line Diagram of Appendix A.
- 6.5 For the purpose of calculating monthly payments, the amount measured shall be time-differentiated according to the time period and season of the receipt of Product by SDG&E (the "TOD Periods") and the pricing shall be weighted by the Factors set forth in Appendix G.

As set forth in Appendix G, TOD Periods for the winter and summer season shall be on-peak, semi-peak and off-peak.

The monthly payment shall equal the sum of the monthly TOD Period payments for all TOD Periods in the month. Each monthly TOD Period payment shall be calculated pursuant to the following formula, where "n" is the TOD Period being calculated:

$$\text{TOD PERIOD}_n \text{ PAYMENT} = A \times B \times C$$

Where:

**ELIGIBLE RENEWABLES TARIFF AGREEMENT  
PRODUCER NAME**

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- A = Product Price specified in Appendix H in \$/kWh.
- B = TOD Factor, set forth in Appendix G, for the TOD Period being calculated.
- C = The sum of energy measured in accordance with Option A or Option B in all hours for the TOD Period being calculated in kWh.

- 6.6 For Option A only, Producer shall continue to purchase from SDG&E all energy used by Producer at the applicable SDG&E retail tariff rate schedule(s). SDG&E shall adjust the energy and demand amounts recorded by the SDG&E billing meter to include the net generation output amounts measured by the SDG&E meter.
- 6.7 SDG&E shall determine the amount of energy received by SDG&E pursuant to this Agreement for each monthly period and provide a statement to Producer approximately thirty (30) days after each monthly meter reading date.
- 6.8 SDG&E shall not be obligated to issue a payment to Producer until the amount due for the Product received pursuant to this Agreement exceeds one thousand dollars (\$1000), except that SDG&E shall pay all amounts due to Producer pursuant to this Agreement at least once per calendar year no later than thirty (30) days after the end of the calendar year.
- 6.9 Unless otherwise agreed to in writing by the Parties or as stated in Section 6.8, any payment due for Product received under this Agreement shall be satisfied by SDG&E issuing a check to Producer no later than the twentieth (20<sup>th</sup>) day of the calendar month following the month in which SDG&E has verified the transfer and delivery of the energy and related Green Attributes. Alternatively, SDG&E reserves the right, but shall not be obligated to apply any amount owed to Producer toward any amounts due to SDG&E from Producer for any charges incurred under this Agreement or for past due bills for electric service or for SDG&E services.
- 6.10 In the event adjustments to SDG&E's payments are required as a result of inaccurate metering equipment, SDG&E shall determine the correct amount of energy received under this Agreement during the period of inaccuracy and recompute the amount due to or from Producer. Any refund due and payable to SDG&E or due by SDG&E to Producer resulting from inaccurate metering shall be made within thirty (30) calendar days of SDG&E's Notice to Producer by SDG&E of the amount due.
- 6.11 All charges, if any, associated with electric service provided by SDG&E shall be billed and paid pursuant to the applicable Tariffs filed by SDG&E with the Commission.

**7. INTERCONNECTION FACILITIES/PERMITS**

Prior to Initial Operation, Producer shall be Interconnected to SDG&E at Producer's sole cost and expense, and Producer shall enter into and maintain an Interconnection Agreement with SDG&E. Producer shall arrange for any Interconnection Agreement with SDG&E and such Interconnection Agreement is separate and not a part of this Agreement. Producer shall obtain and maintain, at its sole cost and expense, all Permits required for the construction and operation of the Generating Facility.

**8. LIMITATION OF LIABILITY/INDEMNITY**

Each Party's liability to the other Party for any loss, cost, claim, injury, liability, or expense, including reasonable attorney's fees, relating to or arising from any act or omission in its performance of this Agreement, shall be limited to the amount of direct damage actually incurred, except as may be recoverable under the indemnity provision. In no event shall

**ELIGIBLE RENEWABLES TARIFF AGREEMENT  
PRODUCER NAME**

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either Party be liable to the other Party for any indirect, special, consequential, or punitive damages of any kind whatsoever, except as may be recoverable under the indemnity provision.

Notwithstanding the foregoing, as between SDG&E and Producer, Producer shall be solely responsible for and Producer shall indemnify, defend and hold SDG&E, and its current and future parent company, subsidiaries, affiliates and their respective directors, officers, shareholders, employees, agents, representatives, successors and assigns harmless from and against any and all third party claims, actions, suits, proceedings, losses, liabilities, penalties, fines, damages, cost or expenses including without limitation, reasonable attorneys fees (including fees and disbursements of in-house and outside counsel) of any kind whatsoever resulting from (a) injuries to or death of any and all individuals, including, without limitation, members of the general public, or any employee, agent, independent contractor or consultant or affiliate of either SDG&E or Producer, arising out of or connected in any manner with Producer's performance hereunder, or (b) damage to and/or destruction of property arising out of or connected in any manner with Producer's performance hereunder, or (c) third party claims of any kind, whether based on negligence, strict liability, or otherwise, arising out of or connected in any manner to Producer's or any of its subcontractors acts or omissions in breach of this Agreement. This indemnification obligation shall not apply to the proportionate extent that injuries, death, loss, damage or destruction is caused by either the willful misconduct by SDG&E or SDG&E's sole negligence.

9. CREDIT

To secure its obligations under this Agreement, Producer agrees to deliver to SDG&E and maintain in full force and effect from the Effective Date until all payment obligations of Producer have been paid in full (including any damages for Producer's failure to perform or indemnification amounts): in an amount equal to \$20 times the Gross Nameplate Rating as specified in Section 2.4 in the form of cash or a Letter of credit. Such credit shall not be deemed a limitation of damages.

10. NOTICES

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

If to SDG&E: San Diego Gas & Electric Company  
Attention: Director, Origination and Portfolio Design  
Address: 8315 Century Park Court, CP21D

City: San Diego, CA 92123  
Phone: (800) 411-SDGE  
FAX: 858-650-6191

If to Producer: Producer Name: [REDACTED]  
Address: [REDACTED]  
City: [REDACTED]  
Phone: ( ) [REDACTED]  
FAX: ( ) [REDACTED]

10.2 A Party may change its address for Notices at any time by providing the other Party Notice of the change in accordance with Section 10.1.

10.3 RESERVED

- 10.4 Notices (other than forecasts and schedules) shall, unless otherwise specified herein, be in writing and may be delivered in person, United States mail or overnight courier service.
- 10.5 Notice by hand delivery shall be effective at the close of business on the day actually received, if received during business hours on a Business Day, and otherwise shall be effective at the close of business on the next Business Day, unless a different date for the Notice to go into effect is stated in another section of this Agreement.
- 10.6 Notice by overnight United States mail or courier shall be effective on the next Business Day after it was sent.
- 10.7 The Parties may also designate operating representatives to conduct the daily communications, which may be necessary or convenient for the administration of this Agreement. Such designations, including names, addresses, and phone numbers may be communicated or revised by Notice provided in accordance herewith.

11. REVIEW OF RECORDS AND DATA

- 11.1 SDG&E shall have the right to review and obtain copies of Producer's operations and maintenance records, logs, or other information.
- 11.2 Producer authorizes SDG&E to release to the CEC and/or the Commission information regarding the Generating Facility, including the Producer's name and location, and the size, location and operational characteristics of the Generating Facility, the Term, the ERR type, the actual Initial Operation Date, estimated annual deliveries, delivery point, and the Net Nameplate Rating of the Generating Facility, as requested from time to time pursuant to the CEC's or Commission's rules and regulations.

12. ASSIGNMENT

Producer shall not voluntarily assign its rights nor delegate its duties under this Agreement without SDG&E's prior written consent. Any assignment or delegation Producer makes without SDG&E's written consent shall not be valid. SDG&E shall not unreasonably withhold its consent to Producer's assignment of this Agreement.

13. NON-WAIVER

None of the provisions of this Agreement shall be considered waived by a Party unless such waiver is given in writing. The failure of a Party to insist in any one or more instances upon strict performance of any of the provisions of this Agreement or to take advantage of any of its rights hereunder shall not be construed as a waiver of any such provisions or the relinquishment of any such rights for the future, but the same shall continue and remain in full force and effect.

14. GOVERNING LAW, WAIVER OF JURY TRIAL, JURISDICTION OF COMMISSION, INCLUSION OF SDG&E's TARIFF RATE SCHEDULES, DEFINED TERMS

- 14.1 This Agreement shall be interpreted, governed, and construed under the laws of the State of California as if executed and to be performed wholly within the State of California without giving effect to choice of law provisions that might apply to the law of a different jurisdiction. To the extent enforceable at such time, each Party hereby waives its respective right to any jury trial with respect to any litigation arising under or in connection with this Agreement.

14.2 This Agreement shall, at all times, be subject to such changes or modifications by the Commission as it may from time to time direct in the exercise of its jurisdiction.

14.3 Reserved.

14.4 Notwithstanding any other provisions of this Agreement, SDG&E shall have the right to unilaterally file with the Commission an application for change in rates, charges, classification, service, Tariffs or any agreement relating thereto; pursuant to the Commission's rules and regulations.

14.5 When initially capitalized, whether in the singular or in the plural, the terms used herein shall have the meanings assigned to them either in this Agreement, Appendix F; in SDG&E's Rule 1, or SDG&E's Tariff for Eligible Renewables. If any term is defined in both the Tariff for Eligible Renewables and this Agreement, the definition in the Tariff for Eligible Renewables shall prevail.

15. AMENDMENTS AND MODIFICATION

This Agreement can only be amended or modified by a written agreement signed by both Parties.

16. REGISTRATIONS

Prior to the date of actual Initial Operation, Producer shall register the Generating Facility (i) in WREGIS and take all other actions necessary to ensure that the energy produced from the Generating Facility is tracked for purposes of satisfying the California Renewables Portfolio Standard requirements, as may be amended or supplemented by the CPUC or CEC from time to time, and (ii) with the California Climate Action Registry as may be required by the CPUC.

17. TITLE AND RISK OF LOSS

Title to and risk of loss relating to the energy produced from the Generating Facility shall transfer from Producer to SDG&E at SDG&E's facilities at the point of interconnection as described in the Interconnection Agreement. Producer warrants that it will deliver to SDG&E all Products from the Generating Facility free and clear of all liens, security interests, claims and encumbrances or any interest therein or thereto by any person arising prior to such point of interconnection.

18. SURVIVAL

The obligations under Section 8, 9 and 14 shall survive termination of this Agreement.

19. ENTIRE AGREEMENT

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

20. SIGNATURES

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

ELIGIBLE RENEWABLES TARIFF AGREEMENT  
PRODUCER NAME

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PRODUCER'S NAME

SAN DIEGO GAS & ELECTRIC COMPANY

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



**APPENDIX A**  
**DESCRIPTION OF GENERATING FACILITY**  
**AND SINGLE-LINE DIAGRAM**  
(Provided by Producer)

**APPENDIX B**  
Reserved

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**APPENDIX C**  
**PRODUCER'S WARRANTY THAT THE GENERATING FACILITY**  
**IS AND WILL CONTINUE TO BE AN**  
**"ELIGIBLE RENEWABLE RESOURCE" PURSUANT TO SECTION 399.11 et seq. OF THE**  
**CALIFORNIA PUBLIC UTILITIES CODE AND THAT THE OUTPUT WILL COMPLY WITH THE**  
**CALIFORNIA RENEWABLE PORTFOLIO STANDARDS ("ERR/RPS Warranty")**

For the purpose of selling power produced by the Generating Facility pursuant to Assembly Bill 1969, under Section 399.20 et seq. of the California Public Utilities Code, Producer hereby declares that the Generating Facility complies with the requirements for "Eligible Renewable Resource" as such term is used in Section 399.11 et seq. of the California Public Utilities Code ("ERR Requirements") and that the output from the Generating Facility complies with the requirements of the California Renewables Portfolio Standards ("RPS Requirements").

Producer warrants that, beginning on the date of Initial Operation and continuing throughout the Term of this Agreement, its Generating Facility shall continue to comply with the ERR Requirements and RPS Requirements. If Producer becomes aware that the Generating Facility or its output has ceased to comply with the ERR Requirements or RPS Requirements, Producer shall promptly provide SDG&E with Notice of such change pursuant to Section 10 of the Agreement. If at any time during the Term of this Agreement, SDG&E determines in its reasonable discretion that Producer's Generating Facility may no longer comply with the ERR Requirements or RPS Requirements, SDG&E may require Producer to provide evidence that the Generating Facility continues to comply with the ERR Requirements and RPS Requirements within 15 business days of SDG&E's Notice requesting such evidence. Additionally, SDG&E may periodically (typically, once per year) inspect Producer's Generating Facility and/or require documentation from Producer to monitor the Generating Facility's compliance with the ERR Requirements and RPS Requirements. If SDG&E determines in its reasonable judgment that Producer either failed to provide evidence in a timely manner or that it provided insufficient evidence that its Generating Facility continues to comply with the ERR Requirements or RPS Requirements, then the Eligible Renewable Resource Status (the "ERR Status") or Renewables Portfolio Standard Status (the "RPS Status") of the Generating Facility or its output shall be deemed ineffective until such time as Producer again demonstrates to SDG&E's reasonable satisfaction that the Generating Facility complies with the requirements for an Eligible Renewable Resource Generation Facility or RPS Requirements (the "ERR/RPS Status Change").

SDG&E shall revise its records and the administration of this Agreement to reflect the ERR/RPS Status Change and provide Notice to Producer of the ERR/RPS Status Change pursuant to Section 10 of this Agreement. Such Notice shall specify the effective date of the ERR/RPS Status Change. This date shall be the first day of the calendar month for which SDG&E determines in its sole discretion that the Generating Facility first ceased to comply with the ERR Requirements or RPS Requirements. SDG&E's Notice shall include an invoice for the refund of payments that were made to Producer during the period between the effective date of the ERR/RPS Status Change and the date of the last Notice in reliance upon Producer's representations that the Generating Facility complied with the ERR Requirements and RPS Requirements and therefore was eligible to sell power to SDG&E as a result of satisfying the ERR Requirements and RPS Requirements.

During the period when the ERR Status or RPS Status is deemed to be ineffective, SDG&E shall not pay Producer for Product. Notwithstanding the foregoing, to the extent a change in law occurs after execution of this Agreement that causes the warranty contained in this appendix to be materially false or misleading, Producer shall not be in default of this Agreement if Producer has used commercially reasonable efforts to comply with such change in law.

Any amounts to be paid or refunded by Producer, as may be invoiced by SDG&E pursuant to the terms of this ERR/RPS Warranty, shall be paid to SDG&E within 30 days of Producer's receipt of such invoice.

**APPENDIX D**  
**Reserved**

**APPENDIX E**

**Forecast Requirements  
for Generating Facilities that have a Net Nameplate Rating greater or equal to 500 kW**

1. Introduction.

The Parties shall abide by the Forecast requirements and procedures described below and shall make reasonable changes to these requirements and procedures from time-to-time, as necessary to:

- (a) Comply with applicable ISO Tariff provisions and changes or Commission orders; and
- (b) Accommodate changes to their respective generation technology and organizational structure.

2. Procedures.

- (a) Weekly Forecasting Procedures.
  - (i) Producer's Forecasting Responsibilities.

Producer must meet all of the following requirements specified below:

- (1) Beginning the Wednesday prior to the planned Initial Operation of the Generating Facility, Producer will electronically provide SDG&E with an Energy Forecast for the next calendar week, by no later than 5:00 PM Wednesday of the week preceding the week covered by the Energy Forecast.

The Energy Forecast submitted to SDG&E shall:

- a) Not include any anticipated or expected electric energy losses between the SDG&E meter and SDG&E's facilities at the point of interconnection as defined in the Interconnection Agreement.
  - b) Be constructed using file formats, templates, and naming conventions agreed to by the Parties.
  - c) Include Producer's contact information.
  - d) Be sent to [presched@semprautilities.com](mailto:presched@semprautilities.com) with a copy to [tsched@semprautilities.com](mailto:tsched@semprautilities.com) or through SDG&E-provided software, or as otherwise instructed by SDG&E.
  - e) Limit hour-to-hour forecast changes to no less than one hundred (100) kW.
- (2) If Producer revises any Energy Forecast submitted pursuant to Item 2(a)(i)(1) the revision in the Energy Forecast shall be communicated by Producer to SDG&E's Day-Ahead Group no later than 8:30 a.m. the day prior to the effective date of the revision.

Producer shall contact SDG&E's Day-Ahead Group at:

Scheduling Desk:

Phone: (858) 650-6178

Backup: (858) 650-6160

Fax: (858) 650-6191

Email: [presched@semprautilities.com](mailto:presched@semprautilities.com)

- (3) If Producer revises any Energy Forecast submitted pursuant to Item 2(a)(i)(1) or Item 0 the revision in the Energy Forecast shall be communicated by Producer to SDG&E's Real-Time Group no later than one half (½) hour prior to the ISO's Hour-Ahead scheduling deadline.

Producer shall contact SDG&E's Real-Time Group at:

Operations Desk:

Phone: (858) 650-6160

Back-up: (858) 650-6178

Fax: (858) 650-6191

Email: [presched@semprautilities.com](mailto:presched@semprautilities.com)

(b) 30-Day Forecasting Procedures.

Producer must meet all of the following requirements for Forecasting electric energy to be received by SDG&E from the Producer as specified below.

- (i) In addition to the requirements set forth in Item 2(a) above, Producer shall electronically provide SDG&E with a rolling 30-day Energy Forecast, beginning at least thirty (30) days prior to commencement of the Term.

These files shall:

- (1) Be constructed using reasonable file formats, templates, and naming conventions agreed to by the Parties.
  - (2) Include Producer's contact information.
  - (3) Be sent to [presched@semprautilities.com](mailto:presched@semprautilities.com) with a copy to [tsched@semprautilities.com](mailto:tsched@semprautilities.com) or through SDG&E-provided software, or as otherwise instructed by SDG&E.
  - (4) Limit hour-to-hour forecast changes to no less than one hundred (100) kW.
- (ii) Producer shall update the rolling 30-day hourly forecast weekly by 5:00 PM each Wednesday and send to [presched@semprautilities.com](mailto:presched@semprautilities.com) with a copy to [tsched@semprautilities.com](mailto:tsched@semprautilities.com) or through SDG&E-provided software, or as otherwise instructed by SDG&E.
- (iii) If Producer learns of any inaccuracies in its most recently submitted 30-day hourly Energy Forecast affecting the period between the date Producer

**ELIGIBLE RENEWABLES TARIFF AGREEMENT  
PRODUCER NAME**

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learns of the inaccuracy and the date that the next updated 30-day hourly Energy Forecast is due, Producer shall promptly send an updated Energy Forecast, to [presched@semprautilities.com](mailto:presched@semprautilities.com) with a copy to [tsched@semprautilities.com](mailto:tsched@semprautilities.com) or through SDG&E-provided software, or as otherwise instructed by SDG&E.

2. Outage Scheduling Procedures.

Producer shall be responsible for all costs associated with all requirements and timelines for generation outage Scheduling contained in the Producer's otherwise applicable retail Tariff.

## APPENDIX F

### Definitions

The following terms shall have the following meaning for purposes of this Agreement.

1. "Agreement" has the meaning set forth in the Recitals.
2. "Attributes" has the meaning set forth in Section 6.3.
3. "Business Day" means any day except a Saturday, Sunday, a Federal Reserve Bank holiday, or the Friday following Thanksgiving. A Business Day shall begin at 8:00 a.m. and end at 5:00 p.m. local time for the Party sending the Notice or payment or performing a specified action.
4. "California Renewables Portfolio Standard" shall mean the renewable energy program and policies established by Senate Bill 1038 and 1078, as such provisions may be amended or supplemented from time to time.
5. "Capacity Attributes" means any and all current or future defined characteristics, certificates, tag, credits, ancillary service attributes, or accounting constructs, howsoever entitled, including any accounting construct counted toward any resource adequacy requirements, attributed to or associated with the Generating Facility or any unit of generating capacity of the Generating Facility during the Term.
6. "CEC" means the California Energy Commission.
7. "Commission" means the California Public Utilities Commission.
8. "CPUC" means the California Public Utilities Commission.
9. "Effective Date" has the meaning set forth in Section 20.
10. "Eligible Participant" means a generator located in and interconnected to SDG&E's service territory who owns and operate an Eligible Renewable Generating Facility with a total effective generation capacity of less than 1.0 MW.
11. "Energy Forecast" has the meaning set forth in Appendix E.
12. "ERR" means a generating facility that qualifies as an eligible renewable electric energy resource for purposes of the RPS Legislation.
13. "ERR Requirements", "ERR Status", "ERR Status Change" and "ERR Warranty" have the meanings set forth in Appendix C.
14. "FERC" means the Federal Energy Regulatory Commission.
15. "Force Majeure" means an event of circumstance which prevents one Party from performing its obligations under this Agreement, which event or circumstance was not anticipated as of the date the Agreement was agreed to, which is not within the reasonable control of, or the result of the negligence of, the claiming Party, and which, by the exercise of due diligence, the claiming Party is unable to overcome or avoid or cause to be avoided.



16. “Forecast”, “Forecast Requirements” and “Forecast Procedures” have the meanings set forth in Appendix E.
17. “Generating Facility” means all of Producer’s electric generators, located at the Premises and complying with the requirements of Appendix C for the entire Term of this Agreement, together with all materials, equipment systems, structures, features and improvements necessary to produce electric energy from such electric generator (excluding the Site, land rights and interests in land).
18. “Green Attributes” means any and all credits, benefits, emissions reductions, offsets, and allowances, howsoever entitled, attributable to the generation from the Generating Facility and its avoided emission of pollutants. Green Attributes include but are not limited to Renewable Energy Credits, as well as: (1) any avoided emissions of pollutants to the air, soil or water such as sulfur oxides (SOx), nitrogen oxides (NOx), carbon monoxide (CO) and other pollutants; (2) any avoided emissions of carbon dioxide (CO<sub>2</sub>), methane (CH<sub>4</sub>), nitrous oxide, hydrofluorocarbons, perfluorocarbons, sulfur hexafluoride, and other greenhouse gases (GHGs) that have been determined by the United Nations Intergovernmental Panel on Climate Change or otherwise by law to contribute to the actual or potential threat of altering the Earth’s climate by trapping heat in the atmosphere;<sup>1</sup> and (3) the reporting rights to these avoided emissions such as Green Tag Reporting Rights. Green Tag Reporting Rights are the right of a Green Tag Purchaser to report the ownership of accumulated Green Tags in compliance with federal or state law, if applicable, and to a federal or state agency or any other party at the Green Tag Purchaser’s discretion, and include without limitation those Green Tag Reporting Rights accruing under Section 1605(b) of The Energy Policy Act of 1992 and any present or future federal, state, or local law, regulation or bill, and international or foreign emissions trading program. Green Tags are accumulated on MWh basis and one Green Tag represents the Green Attributes associated with one (1) MWh of energy. Green Attributes do not include (i) any energy, capacity, reliability or other power attributes from the Generating Facility, (ii) production tax credits associated with the construction or operation of the project and other financial incentives in the form of credits, reductions, or allowances associated with the project that are applicable to a state or federal income taxation obligation, (iii) fuel-related subsidies or “tipping fees” that may be paid to Producer to accept certain fuels, or local subsidies received by the generator for the destruction of particular pre-existing pollutants or the promotion of local environmental benefits, or (iv) emission reduction credits encumbered or used by the Generating Facility for compliance with local, state, or federal operating and/or air quality permits. If Producer’s Generating Facility is a biomass or biogas facility and Producer receives any tradable Green Attributes based on the greenhouse gas reduction benefits or other emission offsets attributed to its fuel usage, it shall provide SDG&E with sufficient Green Attributes to ensure that there are zero net emissions associated with the production of electricity from the Generating Facility.
19. “Gross Nameplate Rating” means the values, in kW, set forth in Section 2.4.
20. “Governmental Authority” means:
- a) Any federal, state, local, municipal or other government;
  - b) Any governmental, regulatory or administrative agency, commission, or other authority lawfully exercising or entitled to exercise any administrative, executive, judicial, legislative, police, regulatory or taxing authority or power; or

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<sup>1</sup> Avoided emissions may or may not have any value for GHG compliance purposes. Although avoided emissions are included in the list of Green Attributes, this inclusion does not create any right to use those avoided emissions to comply with any GHG regulatory program.

- c) Any court or governmental tribunal.
21. “Interconnect”, “Interconnection” means the physical connection of a Generating Facility in accordance with the requirements of SDG&E’s Wholesale Distribution Access Tariff.
22. “Interconnection Agreement” means an agreement between SDG&E and the Producer providing for the interconnection of the Generating Facility that gives certain rights and obligations to effect or end interconnection.
23. “Initial Operation” means the actual date on which the Generating Facility begins Operating, is in compliance with the Interconnection Agreement, has met all of the requirements contained herein (i.e. interconnection, scheduling, credit, warranties) is able to produce and deliver energy to SDG&E pursuant to the terms of this Agreement.
24. “ISO” means the California Independent System Operator Corporation or successor entity that dispatches certain generating units and loads and controls the transmission facilities of entities that:
- a) Own, operate and maintain transmission lines and associated facilities or have entitlements to use certain transmission lines and associated facilities; and
  - b) Have transferred to the ISO or its successor entity operational control of such facilities or entitlements.
25. “ISO Tariff” means the California Independent System Operator Corporation Operating Agreement and Tariff, including the rules, protocols, procedures and standards attached thereto, as the same may be amended or modified from time-to-time and approved by FERC.
26. “kW” means a kilowatt (1,000 watts) of electric power.
27. “kWh” means a kilowatt-hour (1,000 watt-hours) of electric energy.
28. “Letter of Credit” means one or more irrevocable, standby letters of credit issued by a U.S. commercial bank or a foreign bank with a U.S. branch with such bank having a credit rating based on (unsecured, senior long-term debt obligations which are not supported by third party credit enhancements) of at least A- from S&P or A3 from Moody’s, in a form acceptable to SDG&E.
29. “Letter of Credit Default” means with respect to any outstanding Letter of Credit provided for the benefit of SDG&E that is not then required under this Agreement to be returned, the failure by Producer to provide for the benefit of SDG&E either (1) cash, or (2) a substitute Letter of Credit from a different issuer meeting the criteria set forth in the definition of Letter of Credit, in each case, in the amount required hereunder within five (5) Business Days after Producer receives Notice of the occurrence of any of the following events:

the issuer of the outstanding Letter of Credit shall fail to maintain a credit rating of at least "A-" by S&P or "A3" by Moody's;

the issuer of such Letter of Credit becomes bankrupt;

the issuer of the outstanding Letter of Credit shall fail to comply with or perform its obligations under such Letter of Credit and such failure shall be continuing after the lapse of any applicable grace period permitted under such Letter of Credit;

the issuer of the outstanding Letter of Credit shall fail to honor a properly documented request to draw on such Letter of Credit;

the issuer of the outstanding Letter of Credit shall disaffirm, disclaim, repudiate or reject, in whole or in part, or challenge the validity of, such Letter of Credit;

such Letter of Credit fails or ceases to be in full force and effect at any time; or

Producer shall fail to renew or cause the renewal of each outstanding Letter of Credit on a timely basis as provided in the relevant Letter of Credit and as provided in accordance with this Agreement, and in no event less than sixty (60) days prior to the expiration of the outstanding Letter of Credit.

30. "Market Price Referent" or "MPR" means the market price referent applicable to this Agreement as determined by the CPUC in accordance with California Public Utilities Code Section 399.15(c) for the Term as set forth in Section 6.2.
31. "MW" means a megawatt (1,000 kW) of electric power.
32. "MWh" means a megawatt-hour (1,000 kWh) of electric energy.
33. "Net Nameplate Rating" is the value of the Generating Facility's Gross Nameplate Rating minus Station Use, in kW. The Net Nameplate Rating of the Generating Facility shall be less than 1,000 kW.
34. "Notice" has the meaning set forth in Section 10.1.
35. "Operate," "Operating" or "Operation" means to provide (or the provision of) all the operation, engineering, purchasing, repair, supervision, training, inspection, testing, protection, use, management, improvement, replacement, refurbishment, retirement, and maintenance activities associated with operating the Generating Facility in accordance with Prudent Electrical Practices.
36. "Party" or "Parties" have the meaning set forth in the Recitals.
37. "Permits" means all applications, approvals, authorizations, consents, filings, licenses, orders, permits or similar requirements imposed by any Governmental Authority, or the ISO, in order to develop, construct, operate, maintain, improve, refurbish and retire the Generating Facility or to Schedule and deliver the electric energy produced by the Generating Facility to SDG&E, including the Authority to Construct permit.
- Permits include the documentation required by California Public Utilities Code Section 2821(d) 1 for Producers subject to Section 2802 for hydroelectric Renewable Generating Facilities.
38. "Producer" has the meaning set forth in the Recitals.
39. "Product" means:

- a) Electric power and energy purchased by SDG&E; and
  - b) All associated Green Attributes, Capacity Attributes, and Resource Adequacy Benefits.
40. "Product Price" for this Agreement has the meaning set forth in Section 6.2.
41. "Premises" means all of the real property and apparatus employed in a single enterprise on an integral parcel of land undivided, excepting in the case of industrial, agricultural, oil field, resort enterprises, and public or quasi-public institutions, by a dedicated street, highway, or other public thoroughfare, or a railway. Automobile parking lots constituting a part of and adjacent to a single enterprise may be separated by an alley from the remainder of the premises served.
42. "Prudent Electrical Practices" means those practices, methods and acts that would be implemented and followed by prudent operators of electric energy generating facilities in the Western United States, similar to the Generating Facility, during the relevant time period, which practices, methods and acts, in the exercise of prudent and responsible professional judgment in the light of the facts known at the time the decision was made, could reasonably have been expected to accomplish the desired result consistent with good business practices, reliability and safety.

Prudent Electrical Practices shall include, at a minimum, those professionally responsible practices, methods and acts described in the preceding sentence that comply with manufacturers' warranties, restrictions in this Agreement, and the requirements of Governmental Authorities, WECC standards, the ISO and applicable laws.

Prudent Electrical Practices shall also include taking reasonable steps to ensure that:

- a) Equipment, materials, resources, and supplies, including spare parts inventories, are available to meet the Generating Facility's needs;
- b) Sufficient operating personnel are available at all times and are adequately experienced and trained and licensed as necessary to operate the Generating Facility properly and efficiently, and are capable of responding to reasonably foreseeable emergency conditions at the Generating Facility and emergencies whether caused by events on or off the Site;
- c) Preventive, routine, and non-routine maintenance and repairs are performed on a basis that ensures reliable, long term and safe operation of the Generating Facility, and are performed by knowledgeable, trained, and experienced personnel utilizing proper equipment and tools;
- d) Appropriate monitoring and testing are performed to ensure equipment is functioning as designed;
- e) Equipment is not operated in a reckless manner, in violation of manufacturer's guidelines or in a manner unsafe to workers, the general public, or SDG&E's electric system or contrary to environmental laws, Permits or regulations or without regard to defined limitations such as, flood conditions, safety inspection requirements, operating voltage, current, volt ampere reactive (VAR) loading, frequency, rotational speed, polarity, synchronization, and control system limits; and
- f) Equipment and components designed and manufactured to meet or exceed the standard of durability that is generally used for electric energy generating facilities

**ELIGIBLE RENEWABLES TARIFF AGREEMENT  
PRODUCER NAME**

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operating in the Western United States and will function properly over the full range of ambient temperature and weather conditions reasonably expected to occur at the Site and under both normal and emergency conditions.

43. "Renewable Energy Credit" has the meaning set forth in California Public Utilities Code Section 399.12(g)(1), as may be amended from time to time or is further defined or supplemented by law.
44. "Resource Adequacy Benefits" means the rights and privileges attached to the Generating Facility that satisfy any entity's resource adequacy obligations, as those obligations are set forth in any Resource Adequacy Rulings and shall include any local, zonal or otherwise locational attributes associated with the Generating Facility.
45. "Resource Adequacy Rulings" means CPUC Decisions 04-01-050, 04-10-035, 05-10-042, 06-06-064, 06-07-031 and any subsequent CPUC ruling or decision, or any other resource adequacy laws, rules or regulations enacted, adopted or promulgated by any applicable Governmental Authority, as such decisions, rulings, laws, rules or regulations may be amended or modified from time-to-time during the Term.
46. "RPS Legislation" means the State of California Renewable Portfolio Standard Program, as codified at California Public Utilities Code Section 399.11, et seq.
47. "Rule" means Tariff sheets which set forth the application of all rates, charges, and service when such applicability is not set forth in and as part of the rate schedules.
48. "Schedule," "Scheduled" or "Scheduling" means the action of Producer and SDG&E, or their designated representatives of notifying, requesting, and confirming to each other the Forecast of electric energy from the Generating Facility being received by SDG&E.
49. "SDG&E" has the meaning set forth in the Recitals.
50. "Site" means the real property on which the Generating Facility is, or will be located, as further described in Appendix A.
51. "Station Use" means the electric energy produced by the Generating Facility that is either:
  - a) Used within the Generating Facility to power the lights, motors, control systems and other electrical loads that are necessary for Operation; or
  - b) Consumed within the Generating Facility's electric energy distribution system as losses.
52. "Tariff(s)" mean(s) the entire body of effective rates, rentals, charges, and rules collectively of SDG&E, as set forth herein, and including title page, preliminary statement, service area maps, rate schedules, list of contracts and deviations, Rules, and sample forms.
53. "Tariff for Eligible Renewables" refers to one or more Tariff sheets setting forth the charges and conditions for a generator taking service from SDG&E under this Tariff who meets the definition of an Eligible Participant who owns and operates an Eligible Renewable Generating Facility, as defined in the Tariff for Eligible Renewables. This Tariff is subject to such changes or modifications by the Commission as it may from time to time direct in the exercise of its jurisdiction.
54. "Term" has the meaning used in Section 4.1(c).

**ELIGIBLE RENEWABLES TARIFF AGREEMENT  
PRODUCER NAME**

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- 55. "Term Year" means a twelve (12) month period beginning on the first day of the calendar month following Initial Operation and each successive twelve (12) month period thereafter.
- 56. "TOD Periods" means the time of delivery periods for determination of payments as set forth in Appendix G.
- 57. "WECC" means the Western Electricity Coordinating Council, the regional reliability council for the Western United States, Southwestern Canada, and Northwestern Mexico.
- 58. "WREGIS" means the Western Renewable Energy Generating Information System or any successor renewable energy tracking system.

**ELIGIBLE RENEWABLES TARIFF AGREEMENT  
PRODUCER NAME**

**APPENDIX G**

**TOD Periods**

TOD Period	Period Days and Hours	Time-of-day Factor
Winter On-Peak	Nov 1 - Jun 30 Weekdays 1 pm to 9 pm PST (HE 14 to HE 21)	1.089
Winter Semi-Peak	Nov 1 - Jun 30 Weekdays 6 am to 1 pm PST (HE 7 to HE 13) Weekdays 9 pm to 10 pm PST (HE 22)	0.947
Winter Off-Peak	Nov 1 - Jun 30 All Weekend Hours NERC Holiday Hours and Weekday Hours not already considered On-Peak or Semi-Peak	0.679
Summer On-Peak	Jul 1 - Oct 31 Weekdays 11 am to 7 pm PST (HE 12 to HE 19)	2.501
Summer Semi-Peak	Jul 1 - Oct 31 Weekdays 6 am to 11 am PST (HE 7 to HE 11) Weekdays 7 pm to 10 pm PST (HE 20 to HE 22)	1.342
Summer Off-Peak	Jul 1 - Oct 31 All Weekend Hours, NERC Holiday Hours and Weekday Hours not already considered On-Peak or Semi-Peak	0.801

**ELIGIBLE RENEWABLES TARIFF AGREEMENT  
PRODUCER NAME**

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**APPENDIX H**

**Product Price**

Product Price for this Agreement (in \$ per kWh) shall be as stated in the table below for the price applicable to the actual Initial Operation date.

<b>Adopted 2009 Market Price Referents<sup>2</sup></b> (Nominal - dollars/kWh)				
<b>Resource Type</b>	<b>10-Year</b>	<b>15-Year</b>	<b>20-Year</b>	<b>25-Year</b>
2010 Baseload MPR	0.08448	0.09066	0.09674	0.10020
2011 Baseload MPR	0.08843	0.09465	0.10098	0.10442
2012 Baseload MPR	0.09208	0.09852	0.10507	0.10852
2013 Baseload MPR	0.09543	0.10223	0.10898	0.11245
2014 Baseload MPR	0.09872	0.10593	0.11286	0.11636
2015 Baseload MPR	0.10168	0.10944	0.11647	0.12002
2016 Baseload MPR	0.10488	0.11313	0.12020	0.12378
2017 Baseload MPR	0.10834	0.11695	0.12404	0.12766
2018 Baseload MPR	0.11204	0.12090	0.12800	0.13165
2019 Baseload MPR	0.11598	0.12499	0.13209	0.13575
2020 Baseload MPR	0.12018	0.12922	0.13630	0.13994
2021 Baseload MPR	0.12465	0.13359	0.14064	0.14424

<sup>2</sup> Using 2010 as the base year, Staff calculates MPRs for 2010-2021 that reflect different project online dates. The 2009 MPR model is available at: <http://www.ethree.com/MPR.html>



**APPENDIX I**

**INITIAL OPERATION DATE CONFIRMATION LETTER**

In accordance with the terms of that certain Customer Renewable Energy Agreement dated \_\_\_\_\_ (“Agreement”) by and between San Diego Gas & Electric Company (“SDG&E”) and \_\_\_\_\_ (“Producer”), this letter serves to document the parties further agreement that (i) the conditions for the occurrence of the Initial Operation have been satisfied, (ii) the credit, interconnection and permit requirements have been fulfilled, (iii) the warranty and registration requirements in the Agreement have been met, and (iv) Producer has delivered and SDG&E has received the energy, as specified in the Agreement, as of this \_\_\_ day of \_\_\_, \_\_\_\_.

This letter shall confirm the Initial Operation date, as defined in the Agreement as of the date referenced in the preceding sentence.

IN WITNESS WHEREOF, each party has caused this Agreement to be duly executed by it authorized representative as of the date of the last signature provided below.

By: \_\_\_\_\_

By: \_\_\_\_\_

Name:

Name:

Title:

Title:

Date:

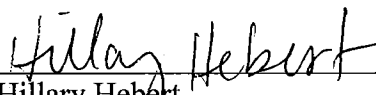
Date:

**AFFIDAVIT**

I am an employee of the respondent corporation herein, and am authorized to make this verification on its behalf. The matters stated in the foregoing **SAN DIEGO GAS & ELECTRIC COMPANY PROPOSED SEC. 399.20 TARIFF AND CONTRACT** are true of my own knowledge, except as to matters which are therein stated on information and belief, and as to those matters I believe them to be true.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct to the best of my knowledge.

Executed this 5th day of August, 2011, at San Diego, California

  
Hillary Hebert  
Partnerships and Programs Manager