



Clay Faber - Director  
Regulatory Affairs  
8330 Century Park Court  
San Diego, CA 92123-1548

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November 9, 2012

**ADVICE LETTER 2417-E/2149-G**  
(U 902-E)

PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

**SUBJECT: ESTABLISHMENT OF FORM 132-6263/2, ON-BILL FINANCING LOAN  
AGREEMENT FOR CALIFORNIA STATE GOVERNMENT CUSTOMERS**

San Diego Gas & Electric Company (SDG&E) hereby submits for approval with the California Public Utilities Commission (Commission) revisions to its electric and gas tariffs as shown in Attachments A and B, respectively.

**PURPOSE**

SDG&E requests the approval of new Electric and Gas Sample Form 132-6263/2, *On-Bill Financing Loan Agreement for California State Government Customers*, to enable California State Government customers to receive On-Bill Financing (OBF) loan funds.

**BACKGROUND**

The Governor's Office and the California Department of Finance are looking for ways to increase participation by State Agencies in utility energy efficiency programs. One key instrument to meet these energy efficiency and Green House Gas reduction goals is to utilize SDG&E's On-Bill Financing Program.

SDG&E worked with the Governor's Office of Planning and Research to draft mutually agreeable language for an OBF Loan Agreement for California State Customers. Attached to this filing is a letter from the Governor's Office of Planning and Research to SDG&E and the CPUC that requests that SDG&E file this OBF loan agreement for California State Customers as a form. This new form is to be utilized only by State of California government customers, includes modified terms and conditions to address the state's request to accommodate its indemnification and legislative appropriations requirements which are not contained in the currently effective sample form filed with the Commission.

**EFFECTIVE DATE**

In compliance with General Order 96-B Industry Rule 5.3(8) SDG&E is filing this Advice Letter as a Tier 3 advice filing and requests it become effective on December 9, 2012, which is 30 calendar days after the date of filing.

**PROTEST**

Anyone may protest this Advice Letter to the Commission. The protest must state the grounds upon which it is based, including such items as financial and service impact, and should be submitted expeditiously. The protest must be made in writing and must be received no later than November 29, 2012, which is 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 the Energy Division at [EDTariffUnit@cpuc.ca.gov](mailto:EDTariffUnit@cpuc.ca.gov). 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) 654-1879  
E-Mail: [MCaulson@SempraUtilities.com](mailto:MCaulson@SempraUtilities.com)

**NOTICE**

A copy of this filing has been served on the utilities and interested parties shown on the attached list, including interested parties in A.08-07-023, by either providing them a copy electronically or by mailing them a copy hereof, properly stamped and addressed.

Address changes should be directed to SDG&E Tariffs by facsimile at (858) 654-1879 or by email at [SDG&ETariffs@semprautilities.com](mailto:SDG&ETariffs@semprautilities.com).

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CLAY FABER  
Director – Regulatory Affairs

# 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) #: 2417-E/2149-G

Subject of AL: Establishment of Form 132-6263/2, On-Bill Financing Loan Agreement for California State Government Customers

Keywords (choose from CPUC listing): \_\_\_\_\_

AL filing type:  Monthly  Quarterly  Annual  One-Time  Other \_\_\_\_\_

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

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 AL<sup>1</sup>: 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: 12/9/12

No. of tariff sheets: 6

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: Sample Forms & TOC

Service affected and changes proposed<sup>1</sup>: 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**

**EDTariffUnit@cpuc.ca.gov**

**San Diego Gas & Electric**

**Attention: Megan Caulson**

**8330 Century Park Ct, Room 32C**

**San Diego, CA 92123**

**mcaulson@semprautilities.com**

<sup>1</sup> 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

S. Cauchois  
R. Pocta  
W. Scott

Energy Division

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

CA. Energy Commission

F. DeLeon  
R. Tavares

Alcantar & Kahl LLP

K. Cameron

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

Dynergy, Inc.

J. Paul

Ellison Schneider & Harris LLP

E. Janssen

Energy Policy Initiatives Center (USD)

S. Anders

Energy Price Solutions

A. Scott

Energy Strategies, Inc.

K. Campbell  
M. Scanlan

Goodin, MacBride, Squeri, Ritchie & Day

B. Cragg  
J. Heather Patrick  
J. Squeri

Goodrich Aerostructures Group

M. Harrington

Hanna and Morton LLP

N. Pedersen

Itsa-North America

L. Belew

J.B.S. Energy

J. Nahigian

Luce, Forward, Hamilton & Scripps LLP

J. Leslie

Manatt, Phelps & Phillips LLP

D. Huard  
R. Keen

Matthew V. Brady & Associates

M. Brady

Modesto Irrigation District

C. Mayer

Morrison & Foerster LLP

P. Hanschen

MRW & Associates

D. Richardson

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. 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 In:

A.08-07-023



EDMOND G. BROWN JR.  
GOVERNOR

STATE OF CALIFORNIA  
GOVERNOR'S OFFICE *of* PLANNING AND RESEARCH



KEN ALEX  
DIRECTOR

November 2, 2012

By Electronic Mail

Andrew Cheung, Esq.  
Hollie K. Bierman, Esq.  
Sempra Energy  
555 West 5th St., GT14E7  
Los Angeles, CA 90013-1034

Jennifer Finnigan  
Senior Analyst, Energy Efficiency Finance  
Bruce Kaneshiro  
Supervisor, Demand Side Programs  
Public Utilities Commission  
505 Van Ness Avenue  
San Francisco, CA 94102-3298

Re: SDG&E On-Bill Financing Loan Agreement With State of California

Dear Mr. Cheung, Ms. Bierman, Ms. Finnigan and Mr. Kaneshiro:

Enclosed is an On-Bill Financing Loan Agreement form that the Governor's Office of Planning & Research developed in collaboration with San Diego Gas & Electric Company. This form is mutually acceptable to the Governor's Office of Planning & Research and San Diego Gas & Electric Company. We request that San Diego Gas & Electric Company file this On-Bill Financing Loan Agreement With State of California as a form, pursuant to General Order 96-B, General Rule 8.5.8. We also request that it becomes effective as soon as possible.

Thank you for your attention to this matter.

140010thStreet P.O.Box3044 Sacramento,California 95812-3044

(916)445-0613 FAX(916)323-3018 [www.opr.ca.gov](http://www.opr.ca.gov)

SB\_GT&S\_0186593

Sincerely,

/s/

Sandy Goldberg  
Senior Counsel  
[Sandy.Goldberg@opr.ca.gov](mailto:Sandy.Goldberg@opr.ca.gov)

Enclosure

ATTACHMENT A  
ADVICE LETTER 2417-E

Cal. P.U.C. Sheet No.	Title of Sheet	Canceling Cal. P.U.C. Sheet No.
Original 23268-E	SAMPLE FORMS, FORM 132-6263/2, Sheet 1	
Revised 23269-E	TABLE OF CONTENTS, Sheet 1	Revised 23266-E
Revised 23270-E	TABLE OF CONTENTS, SAMPLE FORMS, Sheet 9	Revised 23230-E



San Diego Gas & Electric Company  
San Diego, California

Original Cal. P.U.C. Sheet No. 23268-E

Canceling \_\_\_\_\_ Cal. P.U.C. Sheet No. \_\_\_\_\_

**SAMPLE FORMS**

Sheet 1

FORM 132-6263/2

N  
N

On-Bill Financing Loan Agreement for California State Government Customers

(11/12)

N  
N

(Please See Attached)

N

1P5

Advice Ltr. No. 2417-E

Issued by  
**Lee Schavrien**  
Senior Vice President

Date Filed Nov 9, 2012

Effective \_\_\_\_\_

Decision No. \_\_\_\_\_

Resolution No. \_\_\_\_\_





## **ON-BILL FINANCING LOAN AGREEMENT With State of California**

The undersigned customer, the State of California (the "State") will install energy efficiency equipment and services (the "Work"), either by using the undersigned contractor hired independently by the State (the "State Contractor") or using the State's internal maintenance and facility staff. Subject to the conditions herein (including the process for Adjustment) set forth in the next paragraph, San Diego Gas & Electric Company ("SDG&E") shall extend a loan (the "Loan") to the State in the amount of the loan balance (the "Loan Balance") pursuant to the terms of this On-Bill Financing Loan Agreement ("Loan Agreement" or "Agreement") and Rule No. 40 (the "Rule"). The State Contractor shall provide the Work as described in the On-Bill Financing Application ("Application") and associated rebate/incentive program application(s). Any contract between the State and the State Contractor shall be attached to the Application.

The estimated Loan Balance is set forth below. However, the total cost of the Work as installed, Incentive, Loan Balance, monthly payment, and loan term specified in this Loan Agreement may be adjusted, if necessary, after the Work and the post-installation inspection described in the Application and/or herein are completed (the "Adjustment"). The Adjustment will be calculated using the actual total cost of the Work, as installed, and estimated energy savings (as described in the Application) of such Work. In no event will the Loan Balance be increased without the State's written consent, even if the State is eligible for such increased Loan Balance. Moreover, in no event will the Loan Balance exceed the maximum loan amount stipulated in the Application. The State understands that in order to be eligible for an on-bill financing loan, the initial Loan Balance for Work may not fall below the minimum loan amount, nor may the payback period exceed the maximum payback period. **Accordingly, if after the Adjustment, the Loan Balance falls below the minimum loan amount or if the simple payback period exceeds the program maximum payback period, each as described in the Application, SDG&E shall have no obligation to extend the Loan, as the Work would not meet program requirements.** The Adjustment described in this paragraph will be communicated to the State and State Contractor in writing and will automatically become part of this Loan Agreement, except that any proposed increase in the Loan Balance will only become part of this Loan Agreement upon the State's written consent to such increase. Collectively the Application and associated rebate/incentive program application(s), this Loan Agreement (including any Adjustment hereunder) and the Rule comprise the "Agreement". In the event of any conflict among the foregoing components of the Agreement, the following order of priority shall apply: 1. the Rule; 2. this Loan Agreement; 3. the Application and 4. associated rebate/incentive program application(s).

To the extent authorized by law and subject to appropriation by the State Legislature, the State shall indemnify and hold harmless SDG&E, its affiliates, and their respective owners, officers, directors, employees and agents thereof, from and against all claims, demands, liabilities, damages, fines, settlements or judgments which directly arise from or are caused by (a) any breach of the Agreement, or (b) the wrongful or negligent acts of omissions of State's duties under the terms of this Agreement, or (c) any claims made by the State Contractor against SDG&E.

The State acknowledges that SDG&E is providing it with money in the form of a loan and that SDG&E has no liability in connection with, and is making no warranty, express or implied, with respect to the Work. The State has independently hired the State Contractor to perform work on behalf of the State in order to qualify for the loan. It is agreed that the State Contractor is not a third party beneficiary to any agreement between the State and SDG&E. In no event shall State Contractor be deemed a co-obligor, surety or guarantor of State's obligations to repay the Loan Balance under this Agreement.

The State agrees and acknowledges that it will look only to the State Contractor for any claims related to the installed equipment (including its performance or lack thereof) and that SDG&E shall have no responsibility or liability with respect to such claims. Further, State will include a provision in its agreement(s) with State Contractor whereby the State Contractor will acknowledge that SDG&E has no responsibility or liability with respect to claims related to the installed equipment and the State Contractor will covenant not to make any claims against SDG&E related to its contract with the State.

The State represents and warrants that (a) the State is receiving this Loan for Work obtained in connection with the State's business, and not for personal, family or household purposes; (b) the State has full power and authority to enter into this Agreement and to carry out the provisions of this Agreement. The State is duly qualified and in good standing to do business in all jurisdictions where such qualification is required; (c) this Loan Agreement has been duly authorized by all necessary proceedings, has been duly executed and delivered by the State and is a valid and legally binding agreement of the State duly enforceable in accordance with its terms; (d) no consent, approval, authorization, order, registration or qualification of or with any court or regulatory authority or other governmental body having jurisdiction over the State is required for, and the absence of which would adversely affect, the legal and valid execution and delivery of this Loan Agreement, and the performance of the transactions contemplated by this Loan Agreement; (e) the execution and delivery of this Loan Agreement by the State hereunder and the compliance by the State with all provisions of this Loan Agreement: (i) will not conflict with or violate any Applicable Law; and (ii) will not conflict with or result in a breach of or default under any of the terms or provisions of any loan agreement or other contract or agreement under which the State is an obligor or by which its property is bound; (f) all factual information furnished by the State to SDG&E is true and accurate; and (g) the On-Bill Financing Program ("Program") was a determining factor in its decision to have the Work performed.

The Application must include the Federal Tax Identification Number or Social Security Number of the party who will be the recipient of the check for the loan amount. Loan checks may be issued directly to the State or the State Contractor or both, for the benefit of the State, as specified below. The State and the State Contractor each understand that SDG&E will not be responsible for any tax liability imposed on the State or State Contractor in connection with the transactions contemplated under the Agreement, whether by virtue of the Loan contemplated under the Agreement, or otherwise. To the extent authorized by law and subject to appropriation by the State Legislature, the State shall indemnify SDG&E for any tax liability imposed upon SDG&E as a result of the transactions contemplated under the Agreement.

Within sixty (60) calendar days of written confirmation of completion of Work and submission of final invoices by the State or the State Contractor to SDG&E On-Bill Financing Program Administrator at address listed below, SDG&E will (a) conduct a post installation inspection and project verification, including review of invoices, receipts and other documents as required by SDG&E to verify the correctness of any amounts claimed by the State; (b) adjust, if necessary, the total cost, Incentive, Loan Balance, monthly payment, and Loan term as stated above and, (c) issue the Loan check(s) (the "Check(s)") for all amounts SDG&E approves for payment in accordance with the Agreement. The State shall give SDG&E reasonable access to its premises and the Work. The date of the issuance of the Check(s) shall be the "Issuance Date". The Check(s) shall be issued if (1) the Work conforms to all requirements of the Agreement including, without limitation, the Application and the associated rebate/incentive program application(s), and (2) all amounts claimed by the State as Work costs are substantiated to SDG&E's reasonable satisfaction. If the Check(s) are made payable to the State, the State shall be responsible to pay the amount thereof to State Contractor if the Work is to be completed by the State Contractor. If the Check(s) are less than the amount due from the State to State Contractor, the State shall be responsible for the excess. The State shall repay the Loan Balance to SDG&E as provided in this Loan Agreement irrespective of whether or when the Work is completed, or whether the Work is in any way defective or deficient.

The State agrees to repay to SDG&E the Loan Balance, in the number of payments listed below and in equal installments (with the final installment adjusted to account for rounding), by the due date set forth in

each SDG&E utility bill rendered in connection with the State's account (identified by the number set forth below) ("Account"), commencing with the bill which has a due date falling at least thirty (30) calendar days after the Issuance Date. Amounts due under this Loan Agreement shall be deemed to be amounts due under each bill to the Account, and a default under this Loan Agreement shall be treated as a default under the Account. Although a late payment fee may be assessed for delinquent payment of a utility bill, however, no late payment fee will be assessed for delinquent Loan repayment. If the State is unable to make a full utility bill payment in a given month, payment arrangements may be made at SDG&E's discretion. Any partial utility bill payments will be applied to energy charges before payment of the Loan Balance. Further payment details are set forth below. Any notice from SDG&E to the State regarding the Program or the transactions contemplated under the Loan Agreement may be provided within any such bill, and any such notices may also be provided to the State at the addresses below or as elsewhere specified in the Loan Agreement, and shall be effective five (5) calendar days after they have been mailed. The monthly payments will be included by SDG&E on the Account's regular energy service bills. The Loan Balance shall not bear interest. There are no pre-payment penalties; however, the State agrees to notify the On-Bill Financing Program Staff of pre-payment amounts at the time of payment by telephoning the toll free phone number listed on the bill and by sending written notice to SDG&E On-Bill Financing Program Administrator at the address listed below. Accelerated payments that are received from the State without SDG&E's prior approval may, at SDG&E's sole discretion, be applied proportionally to subsequent energy charged and Loan repayments and SDG&E shall have no obligation to apply accelerated payments exclusively to reduction of the outstanding Loan. The entire outstanding Loan Balance will become immediately due and payable, and shall be paid by the State within thirty (30) calendar days if: (a) the Account is closed or terminated for any reason; (b) the State defaults under the Agreement and has not cured the default within ninety (90) calendar days of receiving notice from SDG&E of the default; or (c) the State sells the equipment forming part of the Work to any third party. The State understands that without limiting any other remedy available to SDG&E against State Contractor or the State, failure to repay the Loan Balance in accordance with the terms of the Agreement could result in shut-off of utility energy service, adverse credit reporting, and collection procedures, including, without limitation, legal action.

The State acknowledges that the cost incurred pursuant to this Agreement will be part of the monthly bill for electricity and natural gas use. All payment obligations and Work replacement obligations of the State under this Agreement or any related agreement or application is subject to appropriation by the State Legislature.

Notwithstanding any other provision in this Agreement SDG&E acknowledges that nothing in this Agreement shall constitute a mortgage, charge, assignment, transfer, pledge, lien or encumbrance upon either the Work or any part of the buildings, structures or related facilities in which the Work is constructed, installed or situated (collectively, the "Related Facilities"). Accordingly, SDG&E agrees it will not record or file any instrument that would indicate or imply it has a security interest in the Related Facilities, including but not limited to a UCC-1.

In addition to the preceding paragraph, if this Agreement were ever construed or deemed to create any such encumbrance, then: (i) this Agreement shall be junior and subordinate and subject in all respects to the terms and conditions of any and all leases, and indentures related to lease revenue bonds issued by the State Public Works Board of the State of California or any other issuer of bonds on behalf of the state concerning the Related Facilities entered into in the past, the present or the future (the "Senior Security Documents"); and (ii) any term or condition of this Agreement relating to any right, title or interest in the Related Facilities or other benefits derived there from shall be in all respects junior and subordinate to, and subject to the terms of, the Senior Security Documents.

\$ _____	\$ _____	\$ _____	\$ _____	_____ Months	_____
Total Cost	Incentive	Loan Balance	Monthly Payment	Term	Number of Payments

**Check Made Payable to Contractor**  \$ \_\_\_\_\_ **The State**  \$ \_\_\_\_\_

\_\_\_\_\_  
Federal Tax ID

\_\_\_\_\_  
Federal Tax ID or Social Security #, Contractor

\_\_\_\_\_  
San Diego Gas & Electric Account #

\_\_\_\_\_

\_\_\_\_\_  
Account Name, the State

\_\_\_\_\_  
Name, Contractor

\_\_\_\_\_  
**Service Address, the State**

\_\_\_\_\_  
**Address, Contractor**

\_\_\_\_\_  
Name & Title, Authorized Representative of the State Contractor

\_\_\_\_\_  
Name & Title, Authorized Representative of State

\_\_\_\_\_  
Signature of Authorized Representative of the State

\_\_\_\_\_  
Signature of Authorized Representative of State Contractor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**ACCEPTED: San Diego Gas & Electric Company**

By  
\_\_\_\_\_  
SDG&E On-Bill Financing Program Administrator

\_\_\_\_\_  
Date

Address: PO Box 129831, CP12D, San Diego, CA 92112-9831



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Sheet 1

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

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T

(Continued)

1P5

Advice Ltr. No. 2417-E

Decision No. \_\_\_\_\_

Issued by  
**Lee Schavrien**  
Senior Vice President

Date Filed Nov 9, 2012

Effective \_\_\_\_\_

Resolution No. \_\_\_\_\_



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Sheet 9

SAMPLE FORMS

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 Advice Ltr. No. 2417-E Senior Vice President Effective \_\_\_\_\_  
 Decision No. \_\_\_\_\_ Resolution No. \_\_\_\_\_

ATTACHMENT B  
ADVICE LETTER 2149-G

Cal. P.U.C. Sheet No.	Title of Sheet	Canceling Cal. P.U.C. Sheet No.
Original 19589-G	SAMPLE FORMS, FORM 132-6263/2, Sheet 1	
Revised 19590-G	TABLE OF CONTENTS, Sheet 1	Revised 19587-G
Revised 19591-G	TABLE OF CONTENTS, Sheet 6	Revised 18722-G



San Diego Gas & Electric Company  
San Diego, California

Original Cal. P.U.C. Sheet No. 19589-G

Canceling \_\_\_\_\_ Cal. P.U.C. Sheet No. \_\_\_\_\_

**SAMPLE FORMS**

Sheet 1

FORM 132-6263/2

N  
N

On-Bill Financing Loan Agreement for California State Government Customers

N

(11/12)

N

(Please See Attached)

N

1P5

Advice Ltr. No. 2149-G

Decision No. \_\_\_\_\_

Issued by  
**Lee Schavrien**  
Senior Vice President

Date Filed Nov 9, 2012

Effective \_\_\_\_\_

Resolution No. \_\_\_\_\_





## ON-BILL FINANCING LOAN AGREEMENT With State of California

The undersigned customer, the State of California (the "State") will install energy efficiency equipment and services (the "Work"), either by using the undersigned contractor hired independently by the State (the "State Contractor") or using the State's internal maintenance and facility staff. Subject to the conditions herein (including the process for Adjustment) set forth in the next paragraph, San Diego Gas & Electric Company ("SDG&E") shall extend a loan (the "Loan") to the State in the amount of the loan balance (the "Loan Balance") pursuant to the terms of this On-Bill Financing Loan Agreement ("Loan Agreement" or "Agreement") and Rule No. 40 (the "Rule"). The State Contractor shall provide the Work as described in the On-Bill Financing Application ("Application") and associated rebate/incentive program application(s). Any contract between the State and the State Contractor shall be attached to the Application.

The estimated Loan Balance is set forth below. However, the total cost of the Work as installed, Incentive, Loan Balance, monthly payment, and loan term specified in this Loan Agreement may be adjusted, if necessary, after the Work and the post-installation inspection described in the Application and/or herein are completed (the "Adjustment"). The Adjustment will be calculated using the actual total cost of the Work, as installed, and estimated energy savings (as described in the Application) of such Work. In no event will the Loan Balance be increased without the State's written consent, even if the State is eligible for such increased Loan Balance. Moreover, in no event will the Loan Balance exceed the maximum loan amount stipulated in the Application. The State understands that in order to be eligible for an on-bill financing loan, the initial Loan Balance for Work may not fall below the minimum loan amount, nor may the payback period exceed the maximum payback period. **Accordingly, if after the Adjustment, the Loan Balance falls below the minimum loan amount or if the simple payback period exceeds the program maximum payback period, each as described in the Application, SDG&E shall have no obligation to extend the Loan, as the Work would not meet program requirements.** The Adjustment described in this paragraph will be communicated to the State and State Contractor in writing and will automatically become part of this Loan Agreement, except that any proposed increase in the Loan Balance will only become part of this Loan Agreement upon the State's written consent to such increase. Collectively the Application and associated rebate/incentive program application(s), this Loan Agreement (including any Adjustment hereunder) and the Rule comprise the "Agreement". In the event of any conflict among the foregoing components of the Agreement, the following order of priority shall apply: 1. the Rule; 2. this Loan Agreement; 3. the Application and 4. associated rebate/incentive program application(s).

To the extent authorized by law and subject to appropriation by the State Legislature, the State shall indemnify and hold harmless SDG&E, its affiliates, and their respective owners, officers, directors, employees and agents thereof, from and against all claims, demands, liabilities, damages, fines, settlements or judgments which directly arise from or are caused by (a) any breach of the Agreement, or (b) the wrongful or negligent acts of omissions of State's duties under the terms of this Agreement, or (c) any claims made by the State Contractor against SDG&E.

The State acknowledges that SDG&E is providing it with money in the form of a loan and that SDG&E has no liability in connection with, and is making no warranty, express or implied, with respect to the Work. The State has independently hired the State Contractor to perform work on behalf of the State in order to qualify for the loan. It is agreed that the State Contractor is not a third party beneficiary to any agreement between the State and SDG&E. In no event shall State Contractor be deemed a co-obligor, surety or guarantor of State's obligations to repay the Loan Balance under this Agreement.

The State agrees and acknowledges that it will look only to the State Contractor for any claims related to the installed equipment (including its performance or lack thereof) and that SDG&E shall have no responsibility or liability with respect to such claims. Further, State will include a provision in its agreement(s) with State Contractor whereby the State Contractor will acknowledge that SDG&E has no responsibility or liability with respect to claims related to the installed equipment and the State Contractor will covenant not to make any claims against SDG&E related to its contract with the State.

The State represents and warrants that (a) the State is receiving this Loan for Work obtained in connection with the State's business, and not for personal, family or household purposes; (b) the State has full power and authority to enter into this Agreement and to carry out the provisions of this Agreement. The State is duly qualified and in good standing to do business in all jurisdictions where such qualification is required; (c) this Loan Agreement has been duly authorized by all necessary proceedings, has been duly executed and delivered by the State and is a valid and legally binding agreement of the State duly enforceable in accordance with its terms; (d) no consent, approval, authorization, order, registration or qualification of or with any court or regulatory authority or other governmental body having jurisdiction over the State is required for, and the absence of which would adversely affect, the legal and valid execution and delivery of this Loan Agreement, and the performance of the transactions contemplated by this Loan Agreement; (e) the execution and delivery of this Loan Agreement by the State hereunder and the compliance by the State with all provisions of this Loan Agreement: (i) will not conflict with or violate any Applicable Law; and (ii) will not conflict with or result in a breach of or default under any of the terms or provisions of any loan agreement or other contract or agreement under which the State is an obligor or by which its property is bound; (f) all factual information furnished by the State to SDG&E is true and accurate; and (g) the On-Bill Financing Program ("Program") was a determining factor in its decision to have the Work performed.

The Application must include the Federal Tax Identification Number or Social Security Number of the party who will be the recipient of the check for the loan amount. Loan checks may be issued directly to the State or the State Contractor or both, for the benefit of the State, as specified below. The State and the State Contractor each understand that SDG&E will not be responsible for any tax liability imposed on the State or State Contractor in connection with the transactions contemplated under the Agreement, whether by virtue of the Loan contemplated under the Agreement, or otherwise. To the extent authorized by law and subject to appropriation by the State Legislature, the State shall indemnify SDG&E for any tax liability imposed upon SDG&E as a result of the transactions contemplated under the Agreement.

Within sixty (60) calendar days of written confirmation of completion of Work and submission of final invoices by the State or the State Contractor to SDG&E On-Bill Financing Program Administrator at address listed below, SDG&E will (a) conduct a post installation inspection and project verification, including review of invoices, receipts and other documents as required by SDG&E to verify the correctness of any amounts claimed by the State; (b) adjust, if necessary, the total cost, Incentive, Loan Balance, monthly payment, and Loan term as stated above and, (c) issue the Loan check(s) (the "Check(s)") for all amounts SDG&E approves for payment in accordance with the Agreement. The State shall give SDG&E reasonable access to its premises and the Work. The date of the issuance of the Check(s) shall be the "Issuance Date". The Check(s) shall be issued if (1) the Work conforms to all requirements of the Agreement including, without limitation, the Application and the associated rebate/incentive program application(s), and (2) all amounts claimed by the State as Work costs are substantiated to SDG&E's reasonable satisfaction. If the Check(s) are made payable to the State, the State shall be responsible to pay the amount thereof to State Contractor if the Work is to be completed by the State Contractor. If the Check(s) are less than the amount due from the State to State Contractor, the State shall be responsible for the excess. The State shall repay the Loan Balance to SDG&E as provided in this Loan Agreement irrespective of whether or when the Work is completed, or whether the Work is in any way defective or deficient.

The State agrees to repay to SDG&E the Loan Balance, in the number of payments listed below and in equal installments (with the final installment adjusted to account for rounding), by the due date set forth in

each SDG&E utility bill rendered in connection with the State's account (identified by the number set forth below) ("Account"), commencing with the bill which has a due date falling at least thirty (30) calendar days after the Issuance Date. Amounts due under this Loan Agreement shall be deemed to be amounts due under each bill to the Account, and a default under this Loan Agreement shall be treated as a default under the Account. Although a late payment fee may be assessed for delinquent payment of a utility bill, however, no late payment fee will be assessed for delinquent Loan repayment. If the State is unable to make a full utility bill payment in a given month, payment arrangements may be made at SDG&E's discretion. Any partial utility bill payments will be applied to energy charges before payment of the Loan Balance. Further payment details are set forth below. Any notice from SDG&E to the State regarding the Program or the transactions contemplated under the Loan Agreement may be provided within any such bill, and any such notices may also be provided to the State at the addresses below or as elsewhere specified in the Loan Agreement, and shall be effective five (5) calendar days after they have been mailed. The monthly payments will be included by SDG&E on the Account's regular energy service bills. The Loan Balance shall not bear interest. There are no pre-payment penalties; however, the State agrees to notify the On-Bill Financing Program Staff of pre-payment amounts at the time of payment by telephoning the toll free phone number listed on the bill and by sending written notice to SDG&E On-Bill Financing Program Administrator at the address listed below. Accelerated payments that are received from the State without SDG&E's prior approval may, at SDG&E's sole discretion, be applied proportionally to subsequent energy charged and Loan repayments and SDG&E shall have no obligation to apply accelerated payments exclusively to reduction of the outstanding Loan. The entire outstanding Loan Balance will become immediately due and payable, and shall be paid by the State within thirty (30) calendar days if: (a) the Account is closed or terminated for any reason; (b) the State defaults under the Agreement and has not cured the default within ninety (90) calendar days of receiving notice from SDG&E of the default; or (c) the State sells the equipment forming part of the Work to any third party. The State understands that without limiting any other remedy available to SDG&E against State Contractor or the State, failure to repay the Loan Balance in accordance with the terms of the Agreement could result in shut-off of utility energy service, adverse credit reporting, and collection procedures, including, without limitation, legal action.

The State acknowledges that the cost incurred pursuant to this Agreement will be part of the monthly bill for electricity and natural gas use. All payment obligations and Work replacement obligations of the State under this Agreement or any related agreement or application is subject to appropriation by the State Legislature.

Notwithstanding any other provision in this Agreement SDG&E acknowledges that nothing in this Agreement shall constitute a mortgage, charge, assignment, transfer, pledge, lien or encumbrance upon either the Work or any part of the buildings, structures or related facilities in which the Work is constructed, installed or situated (collectively, the "Related Facilities"). Accordingly, SDG&E agrees it will not record or file any instrument that would indicate or imply it has a security interest in the Related Facilities, including but not limited to a UCC-1.

In addition to the preceding paragraph, if this Agreement were ever construed or deemed to create any such encumbrance, then: (i) this Agreement shall be junior and subordinate and subject in all respects to the terms and conditions of any and all leases, and indentures related to lease revenue bonds issued by the State Public Works Board of the State of California or any other issuer of bonds on behalf of the state concerning the Related Facilities entered into in the past, the present or the future (the "Senior Security Documents"); and (ii) any term or condition of this Agreement relating to any right, title or interest in the Related Facilities or other benefits derived there from shall be in all respects junior and subordinate to, and subject to the terms of, the Senior Security Documents.

\$ _____	\$ _____	\$ _____	\$ _____	_____ Months	_____
Total Cost	Incentive	Loan Balance	Monthly Payment	Term	Number of Payments

Check Made Payable to Contractor  \$ \_\_\_\_\_ The State  \$ \_\_\_\_\_

\_\_\_\_\_  
Federal Tax ID

\_\_\_\_\_  
Federal Tax ID or Social Security #, Contractor

\_\_\_\_\_  
San Diego Gas & Electric Account #

\_\_\_\_\_

\_\_\_\_\_  
Account Name, the State

\_\_\_\_\_  
Name, Contractor

\_\_\_\_\_  
**Service Address, the State**

\_\_\_\_\_  
**Address, Contractor**

\_\_\_\_\_  
Name & Title, Authorized Representative of the State Contractor

\_\_\_\_\_  
Name & Title, Authorized Representative of State

\_\_\_\_\_  
Signature of Authorized Representative of the State

\_\_\_\_\_  
Signature of Authorized Representative of State Contractor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**ACCEPTED: San Diego Gas & Electric Company**

By \_\_\_\_\_  
SDG&E On-Bill Financing Program Administrator

\_\_\_\_\_  
Date

Address: PO Box 129831, CP12D, San Diego, CA 92112-9831



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