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May 19, 2014

ADVICE LETTER 2605-E
(U-902-E)

PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

SUBJECT: MODIFICATIONS TO TARIFF SCHEDULES RELATED TO NET ENERGY METERING PURSUANT TO DECISION 14-03-041 AND ASSEMBLY BILL 327

San Diego Gas & Electric ("SDG&E") hereby submits for approval the following modifications to its electric tariffs, applicable throughout its territory, as shown in Attachment A.

PURPOSE

The purpose of this Advice Letter ("AL") is to request approval from the California Public Utilities Commission ("Commission") of SDG&E's modifications to its Tariff Schedules for Net Energy Metering ("NEM"), Virtual Net Energy Metering for Multi-Tenant and Multi-Meter Properties ("NEM-V") and Virtual Net Energy Metering for Multi-Family Affordable Housing ("VNM-A") pursuant to Decision ("D.") 14-03-041 and Assembly Bill ("AB") 327. These Schedules are revised to incorporate the established transition period as well as reflect that they will closed to new customers once SDG&E reaches its NEM program limit or July 1, 2017, whichever is earlier. Schedule Net Energy Metering for Fuel Cell Customer-Generators ("NEM-FC") is also revised in accordance with AB 327 to specify that the Eligible Fuel Cell Electrical Generating Facility must have commenced operation on or before January 1, 2017.

BACKGROUND

AB 327 was approved and chaptered into law on October 7, 2013, amending Sections 382,399.15, 739.1, 739.9, 745, 769, 2827, 2827.1, and 2827.10 of the California Public Utilities ("PU") Code. Specifically, Section 2827 was amended, in part, to require large electrical corporations to offer a standard NEM contract to eligible customers, continuously and without interruption, until the large electrical corporation reaches its NEM program limit of 5 percent ("5%") of SDG&E's aggregate customers peak demand. Additionally, Section 2827.1(b)(6) was modified to include the establishment of a transition period during which eligible customer-generators taking service under a net energy metering tariff or contract prior to July 1, 2017, or until SDG&E reaches it program limit, whichever is earlier, shall be eligible to continue service under the previously applicable NEM tariff for a length of time to be determined by the Commission by March 31, 2014. Section 2827.10 was revised to extend the deadline for a customer to commence operation of its Eligible Fuel Cell Electrical Generating Facility from January 1, 2015 to January 1, 2017.

On April 4, 2014, the Commission issued D.14-03-041 to establish a transition period during which customers taking service under an NEM tariff or contract prior to July 1, 2017, or the date that a large electrical corporation reaches its statutorily required NEM program limit, whichever comes first, may remain on their previously applicable NEM tariff structure for 20 years from the original year of interconnection of the renewable distributed generation system. This Decision is consistent with provisions of AB 327 as mentioned above.

DISCUSSION

SDG&E is updating its NEM-related tariffs and forms to comply with D.14-03-041 and AB 327 as follows:

Schedule NEM

Applicability:

This section has been modified to explain that this Schedule will be available to eligible customers until the earlier of July 1, 2017 or when SDG&E reaches its program limit and will be closed to new customers at that time. Customers who are receiving service on this Schedule prior to the earlier to those dates are provided a transition period, which is described in detail in the newly created Special Condition 7 to this Schedule. Additions to this section also provides clarification with respect to the NEM program limit in accordance with PU Code Section 2827(c)(4)(B)(i) as well as notice that a successor tariff to this Schedule will be developed by the Commission pursuant to PU Code Section 2827.1(b).

Previous Special Condition 5:

This section has been removed based on PU Code Section 2827.1(b), which clarifies that the NEM reforms adopted as part of AB 327 applies to all customers receiving service under a NEM tariff. Accordingly, this Special Condition has been superseded by the transition provisions adopted in D.14-03-041.

Newly Created Special Condition 7:

This section was developed pursuant to D.14-03-041 establishing a transition period for NEM customers who receive service under this Schedule prior to the implementation of the NEM successor tariff. The added language provides details regarding the provisions of the 20-year transition period, system modifications, transferability, and the treatment of energy storage systems.¹ The 20-year transition period will commence on the date the eligible customer received an Authorization to Operate in Parallel (ATO) from SDG&E and will conclude on the next billing true-up date that occurs at the end of the customer's Relevant Period following to 20 years' expiration. For example, if a customer receives its ATO on April 1, 2012, their transition period would begin on April 1, 2012 and would end on the true-up date after March 31, 2032. The rationale behind SDG&E proposed transition period end date is to ensure that each customer gets all their NEM credits that accrued during the Relevant Period. In explaining the 20-year transition period, SDG&E also clarifies eligibility for the transition period and explains that a customer can elect to move to the successor tariff prior to the end of their transition period, but cannot then move back to this Schedule.

¹ On May 15, 2014, the Commission approved the *Proposed Decision of Commissioner Peevey Regarding Net Energy Metering Interconnection Eligibility for Storage Devices Paired with Net Energy Metering Generation Facilities*, which grants NEM-eligible generating facilities paired with energy storage systems the benefits of NEM. Because a final decision on this issue has not been issued at this time, SDG&E is not incorporating that decision into this Advice Letter or the NEM-related tariffs. A separate Tier 2 Advice Letter will be subsequently filed implementing that decision.

Schedule NEM-A

Applicability:

The additions to this section are identical to that in Schedule NEM, as summarized above.

Newly Created Special Condition 12:

This section is identical to that of newly created Special Condition 7 in Schedule NEM, as summarized above.

Schedule VNM-A

Applicability:

The additions to this section are identical to that in Schedule NEM, as summarized above.

Newly Created Special Condition 14:

This section is identical to that of newly created Special Condition 7 in Schedule NEM, as summarized above.

Schedule NEM-FC

Applicability:

Pursuant to PU Code Section 2827.10(f), this Schedule has been modified to reflect that a fuel cell electrical generating facility must commence operation prior to January 1, 2017 to be eligible for this tariff.

Forms

SDG&E has added a summary of the transition provisions to the following forms:

- Form 117-02160
- Form 117-02160-A
- Form 142-02760
- Form 142-02760-5
- Form 142-02760-A
- Form 142-02762
- Form 142-02765
- Form 142-02766

EFFECTIVE DATE

SDG&E believes that this filing is subject to Energy Division disposition and should be classified as Tier 2 (effective pending disposition) pursuant to GO 96-B and OP 10 of D.14-03-041. SDG&E respectfully requests that this filing become effective on June 18, 2014, which is thirty days from the date of this filing.

PROTEST

Anyone may protest this Advice Letter to the California Public Utilities Commission. The protest must state the grounds upon which it is based, including such items as financial and service impact, and should be submitted expeditiously. The protest must be made in writing and must be received by June 9, 2014, which is 21 days from 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. 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

NOTICE

A copy of this filing has been served on the utilities and interested parties shown on the attached list, including interested parties in R.12-11-005 by providing them a copy hereof either electronically or via the U.S. mail, properly stamped and addressed.

Address changes should be directed to SDG&E Tariffs by facsimile at (858) 654-1879 or by e-mail at SDG&ETariffs@semprautilities.com.

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: Joff Morales

Phone #: (858) 650-4098

E-mail: jmorales@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) #: 2605-E

Subject of AL: Modifications to Tariff Schedules Related to Net Energy Metering Pursuant to Decision (D.) 14-03-041 and Assembly Bill 327

Keywords (choose from CPUC listing): Tariffs, Net Energy Meter, NEM

AL filing type: Monthly Quarterly Annual One-Time Other

If AL filed in compliance with a Commission order, indicate relevant Decision/Resolution #: D.14-03-041

Does AL replace a withdrawn or rejected AL? If so, identify the prior AL: None

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

Does AL request confidential treatment? If so, provide explanation: N/A

Resolution Required? Yes No

Tier Designation: 1 2 3

Requested effective date: 6/28/2014

No. of tariff sheets: 35

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: NEM, NEM-FC, VNM-A, NEM-V, TOC

Service affected and changes proposed¹: N/A

Pending advice letters that revise the same tariff sheets: None

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

¹ Discuss in AL if more space is needed.

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

cc: (w/enclosures)

Public Utilities Commission

DRA

Y. Schmidt
W. Scott

Energy Division

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

CA. Energy Commission

F. DeLeon
R. Tavares

Alcantar & Kahl LLP

K. Harteloo

American Energy Institute

C. King

APS Energy Services

J. Schenk

BP Energy Company

J. Zaiontz

Barkovich & Yap, Inc.

B. Barkovich

Bartle Wells Associates

R. Schmidt

Braun & Blaising, P.C.

S. Blaising

California Energy Markets

S. O'Donnell
C. Sweet

California Farm Bureau Federation

K. Mills

California Wind Energy

N. Rader

CCSE

S. Freedman
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Children's Hospital & Health Center

T. Jacoby

City of Chula Vista

M. Meacham
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City of Poway

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Douglass & Liddell

D. Douglass
D. Liddell
G. Klatt

Duke Energy North America

M. Gillette

Dynegy, Inc.

J. Paul

Ellison Schneider & Harris LLP

E. Janssen

Energy Policy Initiatives Center (USD)

S. Anders

Energy Price Solutions

A. Scott

Energy Strategies, Inc.

K. Campbell
M. Scanlan

Goodin, MacBride, Squeri, Ritchie & Day

B. Cragg
J. Heather Patrick
J. Squeri

Goodrich Aerostructures Group

M. Harrington

Hanna and Morton LLP

N. Pedersen

Itsa-North America

L. Belew

J.B.S. Energy

J. Nahigian

Luce, Forward, Hamilton & Scripps LLP

J. Leslie

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D. Huard
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Matthew V. Brady & Associates

M. Brady

Modesto Irrigation District

C. Mayer

Morrison & Foerster LLP

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MRW & Associates

D. Richardson

OnGrid Solar

Andy Black

Pacific Gas & Electric Co.

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

Pacific Utility Audit, Inc.

E. Kelly

R. W. Beck, Inc.

C. Elder

School Project for Utility Rate
Reduction

M. Rochman

Shute, Mihaly & Weinberger LLP

O. Armi

Solar Turbines

F. Chiang

Sutherland Asbill & Brennan LLP

K. McCrea

Southern California Edison Co.

M. Alexander

K. Cini

K. Gansecki

H. Romero

TransCanada

R. Hunter

D. White

TURN

M. Florio
M. Hawiger

UCAN

M. Shames

U.S. Dept. of the Navy

K. Davoodi

N. Furuta

L. DeLacruz

Utility Specialists, Southwest, Inc.

D. Koser

Western Manufactured Housing
Communities Association

S. Dey

White & Case LLP

L. Cottle

Interested Parties in

R.12-11-005

ATTACHMENT A
ADVICE LETTER 2605-E

Cal. P.U.C. Sheet No.	Title of Sheet	Canceling Cal. P.U.C. Sheet No.
Revised 24901-E	SCHEDULE NEM, NET ENERGY METERING, Sheet 1	Revised 23221-E
Revised 24902-E	SCHEDULE NEM, NET ENERGY METERING, Sheet 2	Revised 22598-E
Revised 24903-E	SCHEDULE NEM, NET ENERGY METERING, Sheet 3	Revised 24739-E
Revised 24904-E	SCHEDULE NEM, NET ENERGY METERING, Sheet 4	Revised 22600-E
Revised 24905-E	SCHEDULE NEM, NET ENERGY METERING, Sheet 7	Revised 24652-E
Revised 24906-E	SCHEDULE NEM, NET ENERGY METERING, Sheet 8	Revised 23231-E
Revised 24907-E	SCHEDULE NEM, NET ENERGY METERING, Sheet 10	Revised 22605-E
Original 24908-E	SCHEDULE NEM, NET ENERGY METERING, Sheet 11	
Original 24909-E	SCHEDULE NEM, NET ENERGY METERING, Sheet 12	
Revised 24910-E	SCHEDULE NEM-FC, NET ENERGY METERING FOR FUEL CELL CUSTOMER-GENERATORS, Sheet 1	Revised 23436-E
Revised 24911-E	SCHEDULE NEM-V, VIRTUAL NET ENERGY METERING FOR MULTI-TENANT AND MULTI-METER PROPERTIES, Sheet 1	Revised 23222-E
Revised 24912-E	SCHEDULE NEM-V, VIRTUAL NET ENERGY METERING FOR MULTI-TENANT AND MULTI-METER PROPERTIES, Sheet 2	Revised 24741-E
Revised 24913-E	SCHEDULE NEM-V, VIRTUAL NET ENERGY METERING FOR MULTI-TENANT AND MULTI-METER PROPERTIES, Sheet 7	Original 23967-E
Original 24914-E	SCHEDULE NEM-V, VIRTUAL NET ENERGY METERING FOR MULTI-TENANT AND MULTI-METER PROPERTIES, Sheet 8	
Revised 24915-E	SCHEDULE VNM-A, VIRTUAL NET ENERGY METERING FOR MULTIFAMILY AFFORDABLE HOUSING, Sheet 1	Revised 24742-E
Revised 24916-E	SCHEDULE VNM-A, VIRTUAL NET ENERGY METERING FOR MULTIFAMILY AFFORDABLE HOUSING, Sheet 2	Revised 23224-E
Revised 24917-E	SCHEDULE VNM-A, VIRTUAL NET ENERGY METERING FOR MULTIFAMILY AFFORDABLE HOUSING, Sheet 3	Revised 22403-E*
Revised 24918-E	SCHEDULE VNM-A, VIRTUAL NET METERING FOR MULTIFAMILY AFFORDABLE HOUSING, Sheet 4	Revised 22404-E*
Revised 24919-E	SCHEDULE VNM-A, VIRTUAL NET METERING FOR MULTIFAMILY AFFORDABLE HOUSING, Sheet 5	Revised 23968-E
Revised 24920-E	SCHEDULE VNM-A, VIRTUAL NET METERING FOR MULTIFAMILY AFFORDABLE HOUSING, Sheet 6	Revised 24656-E
Revised 24921-E	SCHEDULE VNM-A, VIRTUAL NET METERING FOR MULTIFAMILY AFFORDABLE HOUSING, Sheet 7	Original 24657-E
Original 24922-E	SCHEDULE VNM-A, VIRTUAL NET METERING FOR MULTIFAMILY AFFORDABLE HOUSING, Sheet 8	

ATTACHMENT A
ADVICE LETTER 2605-E

Cal. P.U.C. Sheet No.	Title of Sheet	Canceling Cal. P.U.C. Sheet No.
Revised 24923-E	SAMPLE FORMS, FORM 117-2160, Sheet 1	Revised 23233-E
Revised 24924-E	SAMPLE FORMS, FORM 117-2160-A, Sheet 1	Original 23783-E
Revised 24925-E	SAMPLE FORMS, FORM 142-02760, Sheet 1	Revised 23271-E
Revised 24926-E	SAMPLE FORMS, FORM 142-02760-A, Sheet 1	Original 23784-E
Revised 24927-E	SAMPLE FORMS , FORM 142-02760.5, Sheet 1	Revised 22939-E
Revised 24928-E	SAMPLE FORMS, FORM 142-02762, Sheet 1	Revised 23444-E
Revised 24929-E	SAMPLE FORMS, , FORM 142-02765, Sheet 1	Revised 23272-E
Revised 24930-E	SAMPLE FORMS, FORM 142-02766, Sheet 1	Original 23273-E
Revised 24931-E	TABLE OF CONTENTS, Sheet 1	Revised 24866-E
Revised 24932-E	TABLE OF CONTENTS, Sheet 5	Revised 24868-E
Revised 24933-E	TABLE OF CONTENTS, Sheet 6	Revised 24869-E
Revised 24934-E	TABLE OF CONTENTS, Sheet 8	Revised 23786-E
Revised 24935-E	TABLE OF CONTENTS, Sheet 10	Revised 23960-E



SCHEDULE NEM
NET ENERGY METERING

Sheet 1

APPLICABILITY

Pursuant to California Public Utilities Code (PU Code) Section 2827, this schedule is applicable to a residential, small commercial (as defined in subdivision (h) of Section 331 of the PU Code), commercial, industrial, or agricultural customer who uses a Renewable Electrical Generation Facility, as defined in Special Condition 1.b, or a combination of those facilities, with a total capacity of not more than 1,000 kilowatts (kW) (also referred herein as 1 megawatt [MW]) that is located on the customer's owned, leased, or rented premises, is interconnected and operates in parallel with the Utility's transmission and distribution systems, and is intended primarily to offset part or all of the customer's own electrical requirements (hereinafter "eligible customer-generator" or "customer"). Certain incremental billing and metering costs set forth in this schedule that are related to net energy metering are applicable to Energy Service Providers (ESPs) serving eligible customer-generators.

This schedule shall be available to eligible customer-generators, upon request, on a first-come-first-served basis until the earlier of July 1, 2017 or when SDG&E reaches its NEM program limit. Pursuant to Assembly Bill 327, PU Code Section 2827(c)(4)(B)(i), SDG&E will reach its program limit when the combined total peak demand of all electricity used by eligible customer-generators in SDG&E's service area, furnishing net energy metering to eligible customer-generators, receiving service under Schedules NEM, NEM-V and VNM-A, exceeds 5% of SDG&E's aggregate customer peak demand. Aggregated customer peak demand is defined for this purpose as the highest sum of all SDG&E's customers' non-coincident peak demands that occurs in any calendar year. Customers who are receiving service on this Schedule prior to the date SDG&E reaches its NEM program limit or July 1, 2017, whichever is earlier, are subject to the transition provisions as provided in Special Condition 7. This Schedule will be closed to new customers on the earlier of when SDG&E reaches its program limit or July 1, 2017. SDG&E will provide service under a successor tariff to this Schedule, which will be developed pursuant to PU Code Section 2827.1(b), for eligible customer-generators who: (1) complete the required interconnection documentation after SDG&E reaches its program limit or July 1, 2017, whichever is earlier; or (2) are eligible for the transition period, but elect to take service under the successor tariff.

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

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

Schedule NEM applies also to specified Net Energy Metering eligible (NEM-eligible) generators in a Generating Facility comprised of multiple NEM- and non-NEM-eligible generators, served through the same Point of Common Coupling (PCC), where the NEM-eligible generating capacity is not more than 1 MW. Such facilities will be referred to as Multiple Tariff Facilities, and any group of generators within such a facility that are subject to the same tariff provisions for billing and metering purposes will be referred to as a Constituent Generator Group. In order to be eligible for this rate schedule in a Multiple Tariff Facility, the customer-generator must meet all the requirements of Special Condition 6 for the schedule NEM-eligible generator, and must also meet any other applicable tariffs. Customer-generator must also complete a Generating Facility Interconnection Agreement (Multiple Tariff) (Form 117-2160).

(Continued)

1P12	Issued by	Date Filed	May 19, 2014
Advice Ltr. No. 2605-E	Lee Schavrien	Effective	
Decision No. D.14-03-041	Senior Vice President Regulatory Affairs	Resolution No.	



SCHEDULE NEM
NET ENERGY METERING

APPLICABILITY (Continued)

Due to the complexity of Multiple Tariff Facilities NEM-eligible generators interconnecting under the provisions of Special Condition 6 may require additional review and/or interconnection facilities and other equipment, and may incur interconnection costs, as provided for in electric Rule 21.

As of January 1, 2010, a customer who owns, rents or leases a premises that includes a Renewable electrical generation facility, or a combination of those facilities with a capacity of 30kW or less, that were previously approved by SDG&E for NEM interconnection prior to the customer moving in and/or taking electric service with SDG&E (Change of party customer) will take service on this tariff as long as the requirements of this section are met.

To be eligible, the Change of party customer must: 1) ensure that the Generating Facility is compliant with all applicable safety and performance standards as delineated in SDG&E's Electric Rule 21 and other applicable tariffs; 2) keep in force the amount of property, commercial general liability and/or personal liability insurance the Change of party customer has in place at the time they initiate service on this tariff; 3) understand that SDG&E may from time to time release to the California Energy Commission and/or the California Public Utilities Commission, information regarding the Change of party customer's facility, including Change of party customer's name and Generating Facility location, capacity and operational characteristics.

Change of party customers making any modification to previously approved SDG&E NEM Renewable electrical generation facility are not eligible for this provision and must complete the interconnection process in Special Condition 4 and 7 of this tariff.

Change of party customers also must agree to comply with all rules and requirements of SDG&E's Net Energy Metering tariffs.

When the builder/developer of a subdivision sells a new home during the NEM application process, after the builder/developer completes the Net Energy Metering Application and Interconnection Agreement for customers with Solar and/or Wind Generating Facility of 30kW or Less (Form 142-02765) and otherwise meets all of SDG&E's requirements for the NEM interconnection, but prior to SDG&E providing final written approval for Parallel Operation on Schedule NEM, SDG&E may treat the new home owner/customer as a Change of party customer, as defined above.

TERRITORY

Within the entire territory served by the Utility.

RATES

All rates charged on this schedule will be in accordance with the eligible customer-generator's otherwise applicable metered rate schedule (OAS). An eligible customer-generator served under this schedule is responsible for all charges from its OAS including monthly billed minimum charges, customer charges, meter charges, facilities charges, energy and demand charges, and excluding any adjustments due to power factor provisions. Applicable demand charges are defined in the OAS.

(Continued)

2P12

Advice Ltr. No. 2605-E

Decision No. D.14-03-041

Issued by
Lee Schavrien
Senior Vice President
Regulatory Affairs

Date Filed May 19, 2014

Effective _____

Resolution No. _____



SCHEDULE NEM
NET ENERGY METERING

RATES (Continued)

Customers eligible for service under this schedule are not required to take service under Schedule S, Standby Service, or Schedule S-I, Standby Service-Interruptible, for the qualifying generators. Multiple Tariff Facilities that are interconnected under the terms of Special Condition 6 may be subject to the requirements of Schedule S or S-I. To the extent that charges for transmission and distribution services are recovered through demand charges in any billing period, no standby charges shall apply in that monthly billing cycle, except Multiple Tariff Facilities interconnected under the terms of Special Condition 6 may be subject to the requirements of Schedules S or S-I.

The charges and credits for Multiple Tariff Facilities taking service on this rate schedule under the provisions of Special Condition 6 will be calculated using the OAS identified by the eligible NEM customer-generator in its application for interconnection and its interconnection agreement with SDG&E or as subsequently changed by the eligible NEM customer-generator in accordance with SDG&E's Electric Rule 12.

Customer-generators with Multiple Tariff Facilities with existing NEM and/or NEM-FC eligible generators interconnecting additional generators, will receive a bill true-up prior to taking service under Special Condition 7. This ensures that all NEM accounts have the same Relevant Period, as defined in Special Condition 3, going forward.

All NEM-eligible customer-generators are responsible for Public Purpose Program (PPP) charges based on the net energy delivered by the Utility.

SDG&E rates and rate design, including the rates and rate design reflected in this Tariff, are subject to change from time to time. Customers should take this into consideration when making any long term decisions based on rate structures that are currently in place.

SPECIAL CONDITIONS

1. Definitions: The definitions of terms used in this schedule are either found herein or in Rule 1, Rule 21, or the customer's OAS.
 - a. Otherwise Applicable Schedule ("OAS"): The NEM-eligible customer-generator's regularly filed rate schedule under which service is rendered.
 - b. Renewable Electrical Generation Facility: A facility that generates electricity from a renewable source listed in paragraph (1) of subdivision (a) of Section 25741 of the Public Resources Code. These sources are biomass, solar thermal, photovoltaic, wind, geothermal, fuel cells using renewable fuels, small hydroelectric generation (only if facility will not cause an adverse impact on instream beneficial uses or cause a change in the volume or timing of streamflow), digester gas, municipal solid waste conversion, landfill gas, ocean wave, ocean thermal, or tidal current, and any additions or enhancements to the facility using that technology.
2. Metering Equipment: Multiple Tariff Facilities will be metered under one of the options in Special Condition 6. All other Net Energy Metering shall be accomplished using a single meter capable of registering the flow of electricity in two directions. If the eligible customer-generator's existing electrical meter is not capable of registering the flow of electricity in two directions, the eligible customer-generator shall be responsible for all expenses involved in purchasing and installing a meter that is able to register electricity flow in two directions.

(Continued)

3P12	Issued by	Date Filed	May 19, 2014
Advice Ltr. No.	Lee Schavrien	Effective	
Decision No.	Senior Vice President	Resolution No.	
	Regulatory Affairs		



SCHEDULE NEM
NET ENERGY METERING

SPECIAL CONDITIONS (Continued)

An additional meter or meters, installed in a dual meter socket ("dual metering"), to monitor the flow of electricity in each direction, may be installed with the consent of the eligible customer-generator, at the expense of the Utility, and the dual metering shall be used only to provide the information necessary to accurately bill or credit the customer according to the Utility's OAS or to collect electric generating system(s) performance information for research purposes. The Utility shall determine whether dual metering is required under this provision. If dual metering is installed, the net energy metering calculation (see below) shall yield a result identical to that of a single meter capable of registering the flow of electricity in two directions. The Utility shall not require dual metering except where necessary for billing accuracy. If none of the normal metering options available at the Utility's disposal, which are necessary to render accurate billing, are acceptable to the eligible customer-generator, the Utility shall have the right to refuse interconnection.

- 3. Net Energy Metering and Billing: Facilities qualifying under multiple tariffs, see Special Condition 6. Net energy is defined as measuring the difference between the electric energy supplied by the Utility through the electric grid to the eligible customer-generator and the electric energy generated by an eligible customer generator and fed back into the electric grid over a 12-month period (Relevant Period). At the end of each Relevant Period following the date the eligible customer-generator was first eligible for Schedule NEM, or the date of written authorization for Parallel Operation, whichever is later, and at each anniversary date thereafter, the eligible customer-generator shall be billed for net electric energy used during that period. If an eligible customer-generator terminates service under this rate schedule, or experiences a change in electric service provider prior to the end of any Relevant Period, the Utility shall reconcile the customer's consumption and production of electric energy and bill and provide compensation the customer as described below, as if it were the end of the normal Relevant Period.

In the event the monthly valued energy exported by the eligible customer-generator exceeds the monthly valued energy consumed by eligible customer-generator during the Relevant Period, based on the eligible customer-generator's OAS as set forth below, no payment shall be made for the excess energy delivered to the grid. If the Utility is the electric service provider, this condition may be modified where the customer has signed a contract to sell electric energy to the Utility.

In the event that the monthly valued energy supplied by the Utility during the Relevant Period exceeds the monthly valued energy exported by the eligible customer-generator during the Relevant Period, the eligible customer-generator is a net consumer and the Utility shall bill the eligible customer-generator for the net consumption during the Relevant Period based on the eligible customer-generator's OAS, as set forth below.

Except as provided for in Special Conditions 3(h) and 3(i), Pursuant to PU Code Section 2827(h)(3), once the true-up is completed at the end of the Relevant Period, any credit for excess energy (kWh) will be retained by the Utility and the net producer will not be owed any compensation for this excess energy. Production and consumption during the twelfth month is already considered in the true-up.

The eligible customer-generator's OAS shall apply to the value of any net monthly consumption or production as follows:

- a) Baseline Rates: If the customer is a net consumer over a billing period, the net kWh consumed shall be billed at the applicable baseline rates up to the billing period's baseline allowance, with any excess kWh consumed billed at the applicable non-baseline rates charged other customers in the rate class.

If the customer is a net generator over a billing period, the net kWh generated shall be valued at the applicable baseline rates up to the billing period's baseline allowance, with any excess kWh generated valued at the applicable non-baseline rates charged other customers in the rate class.

(Continued)



SCHEDULE NEM
NET ENERGY METERING

SPECIAL CONDITIONS (Continued)

i) Compensation for net surplus energy (continued)

The Utility will include an Renewable Attribute Adder (RAA) with the NSC rate if the eligible customer has: (1) certified ownership of RECs associated with his net surplus generation and provides this certification to the Utility; (2) obtained RPS certification from the CEC for his renewable electrical generation facility and provides this certification to the Utility; and (3) transfers the ownership of the RECs associated with his net surplus electricity to the Utility using the Western Renewable Energy Generation Information System (WREGIS). To effectuate these requirements, Customers requesting Utility compensation for the RAA must complete the Net Energy Metering Renewable Energy Credits Compensation Agreement (Form 182-1000).

The renewable attribute adder will be calculated using the most recent Western Electricity Coordinating Council (WECC) average renewable premium, based on United States Department of Energy (DOE) published data. The renewable attribute adder will only be paid to those net surplus generators who provide RECs to the Utility. This rate will be updated annually and is available at <http://www.sdge.com/nem>.

D.11-06-016 requires NEM customers who elect to receive NSC to notify the Utility that they are a Qualifying Facility exempt from certification filing at the Federal Energy Regulatory Commission (FERC). Since all NEM customer-generators have certified to SDG&E that they are generating facilities with net power production capacities of 1 MW or less, and thus currently meet the requirements for a qualifying facility exempt from certification filing at FERC by being under 1 MW (under FERC Order 732), SDG&E requires no additional documentation at this time.

Eligible customers have the option to carry over net surplus compensation to future 12-month periods or can elect a monetary payment, if the amount is greater than one dollar (\$1). Payments for NSC should be reduced by any amount the customer owes to the Utility.

ii) Greenhouse Gas Allowance Revenue Return

For customers eligible under Schedule GHG-ARR, volumetrically-based California (CA) Climate Credits will net when customers generate. Checks issued to NEM customers electing an off-bill payment for Net Surplus Compensation will incorporate any remaining CA Climate Credits.

4. Interconnection: Prior to Parallel Operation, the eligible customer-generator must execute and comply with the applicable Utility Interconnection Agreement For Net Energy Metering Renewable electrical generating facility (Form 142-02760) or the Net Energy Metering Application and Interconnection Agreement for Customers with Solar and/or Wind Generating Facilities of 30 kW or Less (Form 142-02765) or for NEM / non-NEM Generating Facility Interconnection Agreement export, Form 117-2160. The eligible customer-generator shall meet all applicable safety and performance standards established by the National Electric Code, the Institute of Electrical and Electronics Engineers, and accredited testing laboratories such as Underwriters Laboratories and, where applicable, rules of the CPUC regarding safety and reliability

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7P12

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SCHEDULE NEM
NET ENERGY METERING

Sheet 8

SPECIAL CONDITIONS (Continued)

5. Multiple Tariff Facility:

Multiple Tariff Facilities have the following additional provisions:

- a) When Net Generation Output Metering (NGOM) is required, such NGOM must conform to the requirements set forth in Electric Rule 21, Section J.3.
- b) An NEM-eligible Constituent Generator Group is defined as a constituent generator group that is eligible for service under the provisions of either schedule NEM or NEM-FC.
- c) A non-NEM-eligible Constituent Generator Group is defined as a constituent generator group that does not take service under the provisions of schedules NEM or NEM-FC, but interconnects under the provisions of Electric Rule 21.
- d) All metering for Multiple Tariff Facilities called for in this Special Condition must meet the requirements needed to bill under the customer-generator's OAS. All metering, equipment and nonexport relays necessary to implement the provisions in this section will be provided at the customer-generator's expense.
- e) Billing Credits:
 - 1) For customer-generators with one NEM-eligible Constituent Generator Group and one or more non-NEM-Eligible Generators without non-export relay, and energy (kWh) is exported to the grid at the PCC, the billing credit will be calculated for each billing period as follows:
 - a) NEM-eligible Export is the lesser of either all exported energy (kWh) as measured at the PCC or the NEM-eligible Constituent Generator Group's production as measured at the NGOM(s)
 - b) Multiply the NEM-eligible export determined in (a) above with the customer-generator's rate per OAS and applicable NEM schedule.
 - 2) For customer-generators with multiple NEM-eligible Constituent Generator Groups and with or without one or more non-Eligible Generator's without non-export relay, and energy (kWh) is exported to the grid at the PCC, the billing credit for each NEM-eligible Constituent Generator Group will be calculated for each billing period as follows:

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8P12

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SCHEDULE NEM
NET ENERGY METERING

SPECIAL CONDITIONS (Continued)

f) Multiple Tariff Facility Configurations and Metering.

- 1) For two or more of NEM-eligible Constituent Generator Groups and no non-NEM eligible Constituent Generator Groups, the customer-generator must install NGOM on each Constituent Generator Group. In addition, metering is required at the PCC.
- 2) For both NEM-eligible and non-NEM-eligible Constituent Generator Groups, the customer must select one of the following options:
 - a) Non Export Relay Option: A customer-generator must install a Non-Export relay on their non-NEM Constituent Generator Groups and install metering as follows: 1) If there is only one type of NEM-eligible Constituent Generator Group then metering at the PCC is all that is required and the terms of the appropriate NEM tariff for that group shall apply; 2) If there are two or more types of NEM-eligible Constituent Generator Groups, then metering at the PCC and NGOM metering of each NEM-eligible Constituent Generator Group is required.
 - b) NGOM Option: The customer-generator must install NGOM on each NEM-eligible Constituent Generator Group and metering at the PCC.

For any of the above configurations, if the customer-generator has a Constituent Generator Group eligible for Schedule NEM for Renewable electrical generating facility the customer-generator may elect to take service for such under either Schedule NEM or Schedule NEM-FC as appropriate to one of the other Constituent Generator Groups.

For the purpose of tariff administration, other metering configurations may be allowed at SDG&E's discretion.

- 6. Pursuant to Public Utilities Code Section.2827(c)(2), any customer with an existing electrical Generating Facility and meter who enters into a new net energy metering contract (for example, form 142-02760.5 Interconnection Agreement For Virtual Net Energy Metering for Multifamily Affordable Housing (VNM-A) Renewable Electric Generating Facility) shall complete and submit a copy of form 142-02763 – NEM/VNM-A Inspection Report to SDG&E, unless the electrical Generating Facility and meter have been installed or inspected within the previous three years. The NEM/VNM-A Inspection Report (Form 142-02763) shall be prepared by a California licensed contractor who is not the owner or operator of the facility and meter. A California licensed electrician shall perform the inspection of the electrical portion of the facility and meter and sign the NEM / VNM-A Inspection Report (Form 142-02763). If an inspection is required, the customer shall submit the fully completed NEM/VNM-A Inspection Report (Form 142-02763) to SDG&E within 90 days of the of the customer becoming the customer of record at this account, or else the customer agrees to disconnect their Generating Facility and inform SDG&E it no longer will take service under schedule NEM or VNM-A. By signing the Interconnection Agreement, the NEM/VNM-A Inspection Report (Form 142-02763) shall be incorporated into the Interconnection Agreement.

(Continued)



SCHEDULE NEM

NET ENERGY METERING

SPECIAL CONDITIONS (Continued)

7. Transition Process: This Special Condition applies to all customers who are receiving service on this Schedule on the earlier of July 1, 2017 or when SDG&E reaches its program limit

a) 20-Year Transition Period

Pursuant to Decision 14-03-041, customers who are receiving service on this Schedule on the earlier of July 1, 2017 or when SDG&E reaches its program limit are eligible to continue receiving service on this Schedule for a period of 20 years from the original year of interconnection of the renewable electrical generating facility, which is indicated by and measured from the date on which the customer receives the Authorization to Operate in Parallel (ATO) letter from SDG&E. The date of the ATO letter indicates the year in which a system was interconnected for purpose of the transition. Eligible customers that complete a NEM interconnection application, including the final building inspection, prior to SDG&E reaching its program limit or July 1, 2017, whichever is earlier, will be eligible for the transition period once they receive their ATO letter, even if the ATO date is after SDG&E reaches its program limit or July 1, 2017.

The transition period will commence on the date of the ATO letter and will conclude on the date SDG&E completes the annual billing true-up at the end of the Relevant Period (true-up date) following the 20 years.

Customers receiving service under this Schedule have the ability to transition to the successor tariff before the end of their transition period, if they choose to do so. Customers who elect to move to the successor tariff prior to the expiration of their 20-year transition period may not later move back to this Schedule and forfeit continued eligibility for the transition period.

After the 20-year transition period is realized, customers will move onto the successor tariff and this Schedule will be closed to those customers.

b) Modifications

Renewable electrical generating facilities that are modified or repaired prior to the earlier of July 1, 2017 or when SDG&E reaches its program limit shall remain eligible for the remainder of the original transition period, as measured by the ATO date of the original renewable electrical generating facility.

Modifications or repairs that occur after the earlier of July 1, 2017 or when SDG&E reaches its program limit that increase the system's generation by more than the greater of 10% of the renewable electrical generating facility's capacity at the time the customer receives the ATO letter or 1 kW, not to exceed a total generation capacity of 1 MW, and are sized to meet but not exceed the customer's annual onsite load, may either choose to meter the additions separately under the successor tariff or elect for the whole renewable electrical generating facility to take service under the successor tariff.

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11P13

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San Diego, California

Original Cal. P.U.C. Sheet No. 24909-E

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

SCHEDULE NEM

Sheet 12

NET ENERGY METERING

SPECIAL CONDITIONS (Continued)

c) Transferability

Renewable electric generating facilities eligible for the 20-year transition period shall not lose eligibility if transferred to a new owner, operator, or utility account at the original location. Transfer of an existing renewable electrical generating system to a new location would require a new interconnection agreement and would not qualify for the 20-year transition period after the implementation of the NEM successor tariff.

d) Treatment of Energy Storage Systems

To the extent the eligible energy storage systems are granted interconnection exemptions under this Schedule, they will be treated in the same way, and subject to the same 20-year transition period, as the underlying renewable electrical generating facilities to which they are connected.

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SCHEDULE NEM-FC

Sheet 1

NET ENERGY METERING FOR FUEL CELL CUSTOMER-GENERATORS

APPLICABILITY

Except as otherwise provided herein, this schedule is applicable to bundled service, Community Choice Aggregators (CCA), and Direct Access (DA) customers who are served under a Time-of-Use (TOU) rate schedule, and who prior to January 1, 2017 (1) interconnect and operate in parallel with the Utility's electrical system using an Eligible Fuel Cell Electrical Generating Facility, as defined below (Special Condition 1a) pursuant to California Public Utilities Code Section 2827.10 (PU Code Section 2827.10), with a generating capacity no greater than 1,000 kW, located or adjacent to the customer's owned, leased or rented premises, is interconnected and operates in parallel with the Utility's grid while the grid is operational or is operated independently from the grid when the grid is not operational, and is sized to offset part or all of the customer's electrical requirements, (2) are the recipient of local, state, or federal funds, or who self-finance projects designed to encourage the development of Eligible Fuel Cell Electrical Generating Facilities, and (3) use technology the Commission has determined will achieve reductions in emissions of greenhouse gases pursuant to subdivision (b), and meets the emission requirements for eligibility for funding set forth in subdivision (c), of section 379.6. Such a customer will be referred to hereafter as an "eligible fuel cell customer-generator" or "customer". Customers eligible for service under this schedule are exempt from any new or additional charges not included in their Otherwise Applicable Schedule (OAS).

Pursuant to PU Code Section 2827.10, this schedule is available on a first-come, first-serve basis for the operating life of the Eligible Fuel Cell Electrical Generating Facility, and will be closed to new customers once the Utility reaches a level equal to its proportionate share of a statewide limitation of 500 megawatts as calculated by a ratio of the Utilities peak demand compared to the total statewide peak demand. This ratio is calculated to be 37 megawatts for the Utility.

Pursuant to Decision 08-02-002 and notwithstanding all applicable terms and conditions contained herein, to the extent a CCA offers a net energy metering tariff for fuel cell customer-generators, the Utility shall provide applicable NEM services under this schedule to an eligible CCA customer-generator consistent with services provided to its bundled service eligible customer-generators. As a condition of receiving service under this schedule, the CCA shall be responsible for timely providing the applicable generation-related bill charges or credits for each CCA customer-generator to the Utility. Each eligible CCA customer-generator shall look to its CCA for NEM services related to the electric generation charges and credits that result from receiving services under this schedule. The CCA shall also be responsible for the applicable generation-related bill credit structure associated with this service option and providing the CCA customer-generator with the applicable generation-related bill credit. If a CCA or DA customer elects NEM aggregation service, as defined below, all aggregated accounts must be served by the same CCA or by the same Electric Service Provider (ESP).

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1P8

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SCHEDULE NEM-V

Sheet 1

VIRTUAL NET ENERGY METERING FOR MULTI-TENANT AND MULTI-METER PROPERTIES

APPLICABILITY

Optionally available to Qualified Customers, as defined in Special Condition (SC) 3, owning, renting, or leasing space within a multi-tenant or multi-meter¹ property, which includes all residential (whether rental properties or condominiums), commercial and industrial properties, where the Owner of the property has installed an "eligible customer-generator", as defined in Schedule NEM and Public Utilities (PU) Code Section 2827, subject to the Generator Limitation provisions described in SC 9, and contracts with the Utility to have all eligible output from the generator supplied to the Utility for the purpose of providing a credit to the Qualified Customers. The terms of this rate schedule shall apply to any Qualified Customer that is designated by the Owner on a Generation Credit Allocation Request Form, unless the customer provides written notification to the Utility declining to receive a credit. Virtual Net Energy Metering (VNM) facilitates cost savings for Owners by avoiding the installation of an eligible customer-generator on each individual tenant's unit, and also provides Qualified Customers with the benefits that would otherwise be provided under Schedule NEM.

This schedule shall be available to eligible customer-generators, upon request, on a first-come-first-served basis until the earlier of July 1, 2017 or when SDG&E reaches its NEM program limit. Pursuant to Assembly Bill 327, PU Code Section 2827(c)(4)(B)(i), SDG&E will reach its program limit when the combined total peak demand of all electricity used by eligible customer-generators in SDG&E's service area, furnishing net energy metering to eligible customer-generators, receiving service under Schedules NEM, NEM-V and VNM-A, exceeds 5% of SDG&E's aggregate customer peak demand. Aggregated customer peak demand is defined for this purpose as the highest sum of all SDG&E's customers' non-coincident peak demands that occurs in any calendar year. Customers who are receiving service on this Schedule prior to the date SDG&E reaches its NEM program limit or July 1, 2017, whichever is earlier, are subject to the transition provisions as provided in Special Condition 7. This Schedule will be closed to new customers on the earlier of when SDG&E reaches its program limit or July 1, 2017. SDG&E will provide service under a successor tariff to this Schedule, which will be developed pursuant to PU Code Section 2827.1(b), for eligible customer-generators who: (1) complete the required interconnection documentation after SDG&E reaches its program limit or July 1, 2017, whichever is earlier; or (2) are eligible for the transition period, but elect to take service under the successor tariff.

Accounts not fully utilizing energy allocated to them under this schedule may be eligible for additional compensation at the conclusion of their Relevant Period as described in Special Condition 7.e.

For purposes of calculating customer charges, standby charges, and demand charges, a Qualified Customer shall be treated identically as a NEM customer, consistent with PU Code § 2827(g). The Utility may charge incremental billing costs to Qualified Customers requesting to receive a demand credit subject to a review for reasonableness. The customer must agree to such incremental charges prior to utility providing this service.

In the event a Qualified Customers becomes eligible for payments resulting from participation in a demand response program, such payments to a Qualified Customers shall be based on the customer's metered usage disregarding any contributions from VNM generation. Similarly, any other demand response programmatic elements that are affected by a customer's load (e.g. program eligibility) shall also exclude from consideration any impacts of VNM generation.

Service on this rate schedule must be taken in combination with the Qualified Customer's otherwise applicable rate schedule (OAS).

¹ "Multi-meter" means two or more utility revenue meters participating in the NEM-V program, in addition to the Net Generation Output Meter.

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SCHEDULE NEM-V

Sheet 2

VIRTUAL NET ENERGY METERING FOR MULTI-TENANT AND MULTI-METER PROPERTIES

TERRITORY

Within the entire territory served by the Utility.

RATES

The Qualified Customer Bill, as determined under SC 7c., is applicable, less Customer's Allocated Credit.

A one-time service origination set-up fee of \$25 per Benefiting Account with a cap of \$500 per VNM arrangement is applicable to eligible customer-generators receiving service under this schedule. The fee will be charged to an Owner designated account under which the owner receives service from the same Service Delivery Point (SDP) that is connected to the Eligible Customer Generator. The Owner will identify the designated account on the Generation Credit Allocation Request Form (Form 142-02770).

SDG&E rates and rate design, including the rates and rate design reflected in this Tariff, are subject to change from time to time. Customers should take this into consideration when making any long term decisions based on rate structures that are currently in place.

SPECIAL CONDITIONS

1. Definitions: The Definitions of terms used in this schedule are found either herein or in Rule 1.
2. Treatment of Generation: Eligible customer-generators that are installed and utilized in providing service under terms of this rate schedule shall be treated as though they were installed and utilized under terms of Schedule NEM that apply to customers eligible to receive full retail credit, unless otherwise specified herein.
3. Qualified Customer: A Qualified Customer is either: (i) the Owner or Operator of the multi-tenant, multi-meter Property with one or more separately metered accounts; (ii) an entity authorized by the Owner to install and/or operate the generating facility and who will be the Utility's customer of record for the Generating Facility; or (iii) a tenant/occupant of the Property with a separately metered account, which is physically connected to the same SDP to which the Eligible Generator is connected. Customer-owned line extensions that deliver power to other meters on the same property are not considered separate SDPs.

The Qualified Customer definition shall extend to Owner for the purpose of billing common use areas, unoccupied units, and other metered accounts under which the owner receives service from the same SDP.

4. Owner: The Enterprise, or Entity, that owns a multi-tenant or multi-meter property.
5. Generator Interconnection Responsibility: To be eligible for NEM-V service, the Owner shall have an effective interconnection agreement with the Utility and have submitted a Generation Credit Allocation Request to the Utility. In addition, the Owner shall have paid all costs associated with the Utility installing a Generator Output Meter capable of recording in 15 minute increments, applicable disconnect/reconnect procedure charges requested by the customer, any wiring, trenching, conduit, or other facility costs incurred by the Utility to interconnect with the Owner's eligible customer-generator adjusted based on Rule 2 factors for a one-time payment. The location of the customer's Generator Output Metering equipment shall be approved by the Utility, and will normally be grouped with the service and metering equipment for one, or more, of the tenant or house meters.

If there is any load behind the Generation Output Meter in addition to incidental load related to the operation of the eligible customer-generator, SDG&E reserves the right to require, at the Owner's expense, the purchase and installation of metering equipment necessary to determine the total generation and total usage at the interconnection point. Such usage shall be billed as a usage account to ensure that all eligible generation output is allocated and that netting only occurs after credits have been allocated.

(Continued)



SCHEDULE NEM-V

Sheet 7

VIRTUAL NET ENERGY METERING FOR MULTI-TENANT AND MULTI-METER PROPERTIES

SPECIAL CONDITIONS (Continued)

- 9. Generator Limitation: No generator shall be included behind the above described Generator Output Meter other than the eligible customer-generator receiving service under this schedule. Schedule NEM-V is not applicable to electricity generation technologies that would not otherwise be eligible to receive full retail credit under the provisions set forth in Schedule NEM.
- 10. Pursuant to Public Utilities Code Section.2827(c)(2), any customer with an existing electrical generating facility and meter who enters into a new net energy metering contract shall complete and submit a copy of form 142-02763 – NEM/VNM/NEM-V Inspection Report to SDG&E, unless the electrical generating facility and meter have been installed or inspected within the previous three years. The NEM/VNM//NEM-V Inspection Report (Form 142-02763) shall be prepared by a California licensed contractor who is not the owner or operator of the facility and meter. A California licensed electrician shall perform the inspection of the electrical portion of the facility and meter and sign the NEM/VNM//NEM-V Inspection Report (Form 142-02763). If an inspection is required, the customer shall submit the fully completed NEM/VNM/NEM-V Inspection Report (Form 142-02763) to SDG&E within 90 days of the of the customer becoming the customer of record at this account, or else the customer agrees to disconnect their Generating Facility and inform SDG&E it no longer will take service under a net energy metering rate schedule. By signing the Interconnection Agreement, the NEM/VNM//NEM-V Inspection Report (Form 142-02763) shall be incorporated into the Interconnection Agreement.
- 11. Per Ordering Paragraph 8 in Resolution E-4481, SDG&E will file an Advice Letter with its proposed solution on identifying data that can be provided to the Generating Account Owners to verify that Benefiting Account holders are properly credited.
- 12. Transition Provisions: This Special Condition applies to all customers who are receiving service on this Schedule on the earlier of July 1, 2017 or when SDG&E reaches it program limit.

a) 20-Year Transition Period

Pursuant to Decision 14-03-041, customers who are receiving service on this Schedule on the earlier of July 1, 2017 or when SDG&E reaches its program limit are eligible to continue receiving service on this Schedule for a period of 20 years from the original year of interconnection of the renewable electrical generating facility, which is indicated by and measured from the date on which the customer receives the Authorization to Operate in Parallel (ATO) letter from SDG&E. The date of the ATO letter indicates the year in which a system was interconnected for purpose of the transition. Eligible customers that complete a NEM interconnection application, including the final building inspection, prior to SDG&E reaching its program limit or July 1, 2017, whichever is earlier, will be eligible for the transition period once they receive their ATO letter, even if the ATO date is after SDG&E reaches its program limit or July 1, 2017.

The transition period will commence on the date of the ATO letter and will conclude on the date SDG&E completes the annual billing true-up at the end of the Relevant Period (true-up date) following the 20 years.

(Continued)



SCHEDULE NEM-V

VIRTUAL NET ENERGY METERING FOR MULTI-TENANT AND MULTI-METER PROPERTIES

SPECIAL CONDITIONS (Continued)

Customers receiving service under this Schedule have the ability to transition to the successor tariff before the end of their transition period, if they choose to do so. Customers who elect to move to the successor tariff prior to the expiration of their 20-year transition period may not later move back to this Schedule and forfeit continued eligibility for the transition period.

After the 20-year transition period is realized, customers will move onto the successor tariff and this Schedule will be closed to those customers.

b) Modifications

Renewable electrical generating facilities that are modified or repaired prior to the earlier of July 1, 2017 or when SDG&E reaches its program limit shall remain eligible for the remainder of the original transition period, as measured by the ATO date of the original renewable electrical generating facility.

Modifications or repairs that occur after the earlier of July 1, 2017 or when SDG&E reaches its program limit that increase the system's generation by more than the greater of 10% of the renewable electrical generating facility's capacity at the time the customer receives the ATO letter or 1 kW, not to exceed a total generation capacity of 1 MW, and are sized to meet but not exceed the customer's annual onsite load, may either choose to meter the additions separately under the successor tariff or elect for the whole renewable electrical generating facility to take service under the successor tariff.

c) Transferability

Renewable electric generating facilities eligible for the 20-year transition period shall not lose eligibility if transferred to a new owner, operator, or utility account at the original location. Transfer of an existing renewable electrical generating system to a new location would require a new interconnection agreement and would not qualify for the 20-year transition period after the implementation of the NEM successor tariff.

d) Treatment of Energy Storage Systems

To the extent the eligible energy storage systems are granted interconnection exemptions under this Schedule, they will be treated in the same way, and subject to the same 20-year transition period, as the underlying renewable electrical generating facilities to which they are connected.

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SCHEDULE VNM-A

Sheet 1

VIRTUAL NET ENERGY METERING FOR MULTIFAMILY AFFORDABLE HOUSING

APPLICABILITY

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

This schedule shall be available to eligible customer-generators, upon request, on a first-come-first-served basis until the earlier of July 1, 2017 or when SDG&E reaches its NEM program limit, or until all funds available for incentives have been allocated. Pursuant to Assembly Bill 327, PU Code Section 2827(c)(4)(B)(i), SDG&E will reach its program limit when the combined total peak demand of all electricity used by eligible customer-generators in SDG&E's service area, furnishing net energy metering to eligible customer-generators, receiving service under Schedules NEM, NEM-V and VNM-A, exceeds 5% of SDG&E's aggregate customer peak demand. Aggregated customer peak demand is defined for this purpose as the highest sum of all SDG&E's customers' non-coincident peak demands that occurs in any calendar year. Customers who are receiving service on this Schedule prior to the date SDG&E reaches its NEM program limit or July 1, 2017, whichever is earlier, are subject to the transition provisions as provided in Special Condition 7. This Schedule will be closed to new customers on the earlier of when SDG&E reaches its program limit or July 1, 2017. SDG&E will provide service under a successor tariff to this Schedule, which will be developed pursuant to PU Code Section 2827.1(b), for eligible customer-generators who: (1) complete the required interconnection documentation after SDG&E reaches its program limit or July 1, 2017, whichever is earlier; or (2) are eligible for the transition period, but elect to take service under the successor tariff.

Accounts not fully utilizing energy allocated to them under this schedule may be eligible for additional compensation at the conclusion of their Relevant Period as described in Special Condition 8.e.

Service on this rate schedule must be taken in combination with the Qualified Customer's otherwise applicable rate schedule (OAS). VNM-A Customers are not eligible to take service under SDG&E Schedule DR-SES.

TERRITORY

Within the entire territory served by the Utility.

(Continued)

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SCHEDULE VNM-A

VIRTUAL NET ENERGY METERING FOR MULTIFAMILY AFFORDABLE HOUSING

RATES

The Qualified Customer Bill as determined under SC 9c. is applicable, less Customer's Allocated Credit.

SDG&E rates and rate design, including the rates and rate design reflected in this Tariff, are subject to change from time to time. Customers should take this into consideration when making any long term decisions based on rate structures that are currently in place.

SPECIAL CONDITIONS

1. Definitions: The Definitions of terms used in this schedule are found either herein or in Rule 1.
2. Treatment of Generation: Eligible customer-generators that are installed and utilized in providing service under terms of this rate schedule shall be treated as though they were installed and utilized under terms of Schedule NEM, unless otherwise specified herein.
3. Affordable Housing Multi-Family Accommodations: Per PU Code Section 2852, is multi-family housing that meets at least one of following criteria:
 - a) Residential housing financed with low-income housing tax credits, tax-exempt mortgage revenue bonds, general obligation bonds, or local, state, or federal loans or grants, and for which the rents of the occupants who are lower income households, as defined in Section 50079.5 of the Health and Safety Code, do not exceed those prescribed by deed restrictions or regulatory agreements pursuant to the terms of the financing or financial assistance.
 - b) A residential complex in which at least 20 percent of the total units are sold or rented to lower income households, as defined in Section 50079.5 of the Health and Safety Code, and the housing units targeted for lower income households are subject to a deed restriction or affordability covenant with a public entity that ensures that the units will be available at an affordable housing cost, as for the purpose of VNM-A, this definition also includes New Solar Homes Partnership (NHSP)-eligible Affordable housing as defined in Public Resource Code Section 25401.6.
4. Qualified Customer: Is a customer that is receiving service on a rate schedule that would be applicable to a similar customer receiving service in combination with Schedule NEM and meets one of the following conditions:
 - a) is located on the same property as the Owner's eligible customer-generator and is physically connected to the same Service Delivery Point (as defined in Rule 16) as the Owner's eligible customer-generator, or;
 - b) is located on the same property as the Owner's eligible customer-generator, and is physically connected to a different Service Delivery Point, where the Owner is a Multifamily Affordable Solar Housing Program participant.

The Qualified Customer definition shall extend to Owner for the purpose of billing common use areas and unoccupied units.

5. Owner: The Enterprise, or Entity, that owns the Multi-Family Affordable Housing Accommodations.

(Continued)



SCHEDULE VNM-A

Sheet 3

VIRTUAL NET ENERGY METERING FOR MULTIFAMILY AFFORDABLE HOUSING

SPECIAL CONDITIONS (Continued)

6. Property: All of the real property and apparatus employed in a single low income housing enterprise on contiguous parcels of land. These parcels may be divided by a dedicated street, highway or public thoroughfare or railway, so long as they are otherwise contiguous, part of the same single low income housing enterprise, and all under the same ownership.

7. Generator Interconnection Responsibility: To be eligible for VNM-A service, the Owner shall have an effective interconnection agreement with the Utility and have submitted a Solar Generation Credit Allocation Request to the Utility. In addition, the Owner shall have paid all costs associated with the Utility installing a Generator Output Meter capable of recording in 15 minute increments, any wiring, trenching, conduit, or other facility costs incurred by the Utility to interconnect with the Owner's eligible customer-generator adjusted based on Rule 2 factors for a one-time payment. The location of the customer's Generator Output Metering equipment shall be approved by the Utility, and will normally be grouped with the service and metering equipment for one, or more, of the tenant or house meters.

If there is any load behind the Generation Output Meter in addition to incidental load related to the operation of the eligible customer-generator, SDG&E reserves the right to require, at the Owner's expense, the purchase and installation of metering equipment necessary to determine the total generation and total usage at the interconnection point. Such usage shall be billed as a common area account to ensure that all eligible generation output is allocated and that netting only occurs after credits have been allocated.

8. Solar Generation Credit Allocation Request Form (Form 142-02768): A form completed by the Owner that designates how the Energy Delivered, as defined in SC 9a., will be allocated among the tenants and common use of the complex. The initial Owner-designated percentage split between common use and tenants shall become effective on the regularly scheduled monthly meter read date closest to the date on which the form is received by the Utility and will remain in effect for a minimum of five years. The designated allocation between tenant units shall remain in effect for a minimum of twelve months. The Owner may submit an updated form to revise these allocations at any time thereafter. These additional adjustments must also remain effective for at least twelve months. Modified Solar Generation Credit Allocation Request Forms shall become effective on the first regularly scheduled monthly meter read date that is at least 15 days following receipt by the Utility.

The Owner shall bear responsibility for ensuring that the percent allocations for individual Qualified Customers are based on the relative size of the tenant's unit, consistent with the manner in which affordable housing rents are established. Each tenant unit in the complex must receive a percent allocation of the total tenant-designated credit. Credit that is allocated to a particular unit, but not applied to a Qualified Customer's bill due to occupant nonparticipation or unit vacancy (no active account) will be retained by the Utility.

(Continued)

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SCHEDULE VNM-A

Sheet 4

VIRTUAL NET METERING FOR MULTIFAMILY AFFORDABLE HOUSING

SPECIAL CONDITIONS (Continued)

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

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

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

(1) For an OAS with Baseline Rates:

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

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

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

(Continued)



SCHEDULE VNM-A

Sheet 5

VIRTUAL NET METERING FOR MULTIFAMILY AFFORDABLE HOUSING

SPECIAL CONDITIONS (Continued)

- e) Assembly Bill 920: Pursuant to Assembly Bill (AB) 920, starting January 1, 2011, a NEM customer with "net surplus electricity" (all electricity generated by an eligible customer measured in kilowatt-hours over a 12-month period that exceeds the amount of electricity consumed by that eligible customer), is eligible to receive net surplus compensation (NSC), valued pursuant to D.11-06-016. If a customer has not generated excess kWhs, the customer is not eligible for NSC.
- f) Compensation for net surplus energy: Per AB 920, SDG&E will compensate NEM customers with solar generation of less than 1 MW or wind generation less than 50 kW, with excess kWhs at the end of their relevant period, for both the value of the electricity and the value of the renewable attributes. The utility will compensate qualifying NEM customers for net surplus generation by the following formula:

NSC = Value of Electricity + Value of Renewable Energy Credits (if applicable)

- (i) Value of the Electricity -

Value of Electricity = Net surplus kWhs x DLAP price

The utility will use SDG&E's Default Load Aggregation Point (DLAP) price as the basis for the net surplus compensation rate (adopted in D.11-06-016). DLAP reflects the costs the utility avoids in procuring power during the time period net surplus generators produce excess power.

This rate is the simple rolling average of SDG&E's DLAP price from 7 a.m. to 5 p.m. corresponding to the customer's 12-month relevant period. The rolling average will be calculated on a monthly basis and be applied to all customers with a relevant period in the following month.

The utility uses a full 12 months of DLAP prices, as published on the CAISO Open Access Same-time Information System (OASIS), ending the twentieth (20th) day of each month. The utility then calculates the net surplus compensation rate within five days of the first of the month to allow the CAISO to finalize the day-ahead DLAP prices. This rate is applied to all eligible net surplus generators, irrespective of their rate class. This rate will be updated monthly and is available at www.sdge.com/NEM.

- (ii) Value of Renewable Energy Credits -

Value of Renewable Energy Credits = Net surplus kWhs x Average Renewable Premium

The California Energy Commission (CEC) has determined the eligibility of net energy metering customer facilities for the Renewables Portfolio Standard (RPS) and developed an ownership verification and tracking process for Renewable Energy Credits (RECs) created by net surplus generators, which is set forth in the CEC's RPS Eligibility Guidebook, available at: <http://www.energy.ca.gov/renewables/documents/#rps>

(Continued)



SCHEDULE VNM-A

Sheet 6

VIRTUAL NET METERING FOR MULTIFAMILY AFFORDABLE HOUSING

SPECIAL CONDITIONS (Continued)

f) Compensation for Net Surplus Energy (Continued)

The Utility will include an Renewable Attribute Adder (RAA) with the NSC rate if the eligible customer has: (1) certified ownership of RECs associated with his net surplus generation and provides this certification to the Utility; (2) obtained RPS certification from the CEC for his renewable electrical generation facility and provides this certification to the Utility; and (3) transfers the ownership of the RECs associated with his net surplus electricity to the Utility using the Western Renewable Energy Generation Information System (WREGIS). To effectuate these requirements, Customers requesting Utility compensation for the RAA must complete the Net Energy Metering Renewable Energy Credits Compensation Agreement (Form 182-1000).

The renewable attribute adder will be calculated using the most recent Western Electricity Coordinating Council (WECC) average renewable premium, based on United States Department of Energy (DOE) published data. The renewable attribute adder will only be paid to those net surplus generators who provide RECs to the Utility. This rate will be updated annually and is available at: <http://www.sdge.com/nem>.

D.11-06-016 requires NEM customers who elect to receive NSC to notify the utility that they are Qualifying Facility exempt from certification filing at the Federal Energy Regulatory Commission (FERC). Since all NEM customer-generators have certified to SDG&E that they are generating facilities with net power production capacities of 1 MW or less, and thus currently meet the requirements for a qualifying facility exempt from certification filing at FERC by being under 1 MW (under FERC Order 732), SDG&E requires no additional documentation at this time.

Eligible customers have the option to carry over NSC to future 12-month periods (as a bill credit) or can elect a monetary payment, if the amount is greater than one dollar (\$1). Payments for NSC will be reduced by any amount the customer owes to the utility.

g) Greenhouse Gas Allowance Revenue Return: For customers eligible under Schedule GHG-ARR, volumetrically-based California (CA) Climate Credits will net when customers generate. Checks issued to NEM customers electing an off-bill payment for Net Surplus Compensation will incorporate any remaining CA Climate Credits.

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

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

(Continued)

6P10

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SCHEDULE VNM-A

Sheet 7

VIRTUAL NET METERING FOR MULTIFAMILY AFFORDABLE HOUSING

SPECIAL CONDITIONS (Continued)

- 11. Generator Limitation: No generator shall be included behind the above described Generator Output Meter other than a Solar Generator.
- 12. Multifamily Affordable Solar Housing (MASH) Installation Incentives: D.08-10-036 established a \$108 million solar incentive program for MASH. Under the approved incentive structure, an Owner may obtain an up-front rebate for the installation of a qualifying solar energy system, based on an estimate of system performance using the Expected Based Buydown (EPBB) methodology. Pursuant to D.11-07-031, owners will receive \$1.90 per watt for systems offsetting common use and \$2.80 per watt for systems offsetting tenant load. An installation may receive both incentive levels if it will offset both common area and tenant load. These incentives will be apportioned in accordance with the Owner's initial five-year allocation.
- 13. Pursuant to Public Utilities Code Section.2827(c)(2), any customer with an existing electrical generating facility and meter who enters into a new net energy metering contract (for example, form 142-02760.5 Interconnection Agreement For Virtual Net Energy Metering for Multifamily Affordable Housing (VNM-A) Solar Electric Generating Facilities) shall complete and submit a copy of form 142-02763 – NEM/VNMA Inspection Report to SDG&E, unless the electrical generating facility and meter have been installed or inspected within the previous three years. The NEM/VNM-A Inspection Report (Form 142-02763) shall be prepared by a California licensed contractor who is not the owner or operator of the facility and meter. A California licensed electrician shall perform the inspection of the electrical portion of the facility and meter and sign the NEM / VNM-A Inspection Report (Form 142-02763). If an inspection is required, the customer shall submit the fully completed NEM/VNM-A Inspection Report (Form 142-02763) to SDG&E within 90 days of the of the customer becoming the customer of record at this account, or else the customer agrees to disconnect their Generating Facility and inform SDG&E it no longer will take service under schedule NEM or VNM-A. By signing the Interconnection Agreement, the NEM/VNM-A Inspection Report (Form 142-02763) shall be incorporated into the Interconnection Agreement.
- 14. Transition Provisions: This Special Condition applies to all customers who are receiving service on this Schedule on the earlier of July 1, 2017 or when SDG&E reaches it program limit.
 - a) 20-Year Transition Period

Pursuant to Decision 14-03-041, customers who are receiving service on this Schedule on the earlier of July 1, 2017 or when SDG&E reaches its program limit are eligible to continue receiving service on this Schedule for a period of 20 years from the original year of interconnection of the renewable electrical generating facility, which is indicated by and measured from the date on which the customer receives the Authorization To Operate in Parallel (ATO) letter from SDG&E. The date of the ATO letter indicates the year in which a system was interconnected for purpose of the transition. Eligible customers that complete a NEM interconnection application, including the final building inspection, prior to SDG&E reaching its program limit or July 1, 2017, whichever is earlier, will be eligible for the transition period once they receive their ATO letter, even if the ATO date is after SDG&E reaches its program limit or July 1, 2017.

(Continued)

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SCHEDULE VNM-A

Sheet 8

VIRTUAL NET METERING FOR MULTIFAMILY AFFORDABLE HOUSING

SPECIAL CONDITIONS (Continued)

14. Transition Provisions (Continued)

The transition period will commence on the date of the ATO letter and will conclude on the date SDG&E completes the annual billing true-up at the end of the Relevant Period (true-up date) following the 20 years.

Customers receiving service under this Schedule have the ability to transition to the successor tariff before the end of their transition period, if they choose to do so. Customers who elect to move to the successor tariff prior to the expiration of their 20-year transition period may not later move back to this Schedule and forfeit continued eligibility for the transition period.

After the 20-year transition period is realized, customers will move onto the successor tariff and this Schedule will be closed to those customers.

b) Modifications

Renewable electrical generating facilities that are modified or repaired prior to the earlier of July 1, 2017 or when SDG&E reaches its program limit shall remain eligible for the remainder of the original transition period, as measured by the ATO date of the original renewable electrical generating facility.

Modifications or repairs that occur after the earlier of July 1, 2017 or when SDG&E reaches its program limit that increase the system's generation by more than the greater of 10% of the renewable electrical generating facility's capacity at the time the customer receives the ATO letter or 1 kW, not to exceed a total generation capacity of 1 MW, and are sized to meet but not exceed the customer's annual onsite load, may either choose to meter the additions separately under the successor tariff or elect for the whole renewable electrical generating facility to take service under the successor tariff.

c) Transferability

Renewable electric generating facilities eligible for the 20-year transition period shall not lose eligibility if transferred to a new owner, operator, or utility account at the original location. Transfer of an existing renewable electrical generating system to a new location would require a new interconnection agreement and would not qualify for the 20-year transition period after the implementation of the NEM successor tariff.

d) Treatment of Energy Storage Systems

To the extent the eligible energy storage systems are granted interconnection exemptions under this Schedule, they will be treated in the same way, and subject to the same 20-year transition period, as the underlying renewable electrical generating facilities to which they are connected.

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San Diego Gas & Electric Company
San Diego, California

Revised Cal. P.U.C. Sheet No. 24923-E

Canceling Revised Cal. P.U.C. Sheet No. 23233-E

SAMPLE FORMS

Sheet 1

FORM 117-2160

GENERATING FACILITY INTERCONNECTION AGREEMENT
(NEM /NON- NEM GENERATING FACILITY EXPORT)

(05/14)

(See Attached)

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**GENERATING FACILITY INTERCONNECTION AGREEMENT
(NEM /NON- NEM GENERATING FACILITY EXPORT)**

This Generating Facility Interconnection Agreement ("Agreement") is entered into by and between _____, a _____ ("Producer"), 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." In consideration of the mutual promises and obligations stated in this Agreement and its attachments, the Parties agree as follows:

1. SCOPE, PURPOSE, AND RELATED AGREEMENT

- 1.1 This Agreement provides for Producer to interconnect and operate a Generating Facility in parallel with SDG&E's Distribution System to serve, primarily, the electrical loads at the location identified in Section 2.4. The eligible Renewable electrical generation facility must generate electricity from a renewable source listed in paragraph (1) of subdivision (a) of Section 25741 of the Public Resources Code and may be of any combination.
- 1.2 This Agreement provides for Producer to operate the NEM Generator(s) pursuant to the provisions of Section 2827, 2827.7 and 2827.8 of the PU Code and the applicable SDG&E tariffs for net energy metering. The Agreement also provides for Producer to operate its Non-NEM Generator(s). This Agreement does not constitute an agreement by SDG&E to provide retail electrical service to Producer. Such arrangements must be made separately between SDG&E and Producer.

2. SUMMARY AND DESCRIPTION OF PRODUCER'S GENERATING FACILITY

- 2.1 A description of the Generating Facility, including a summary of its significant components and a single-line diagram showing the general arrangement of how Producer's Generating Facility and loads are interconnected with SDG&E's Distribution System, are attached as Appendix A to and made a part of this Agreement.
- 2.2 Generating Facility identification number: _____ (Assigned by SDG&E).
- 2.3 SDG&E's customer electric service account number: _____ (Assigned by SDG&E).
- 2.4 Name and address used by SDG&E to locate the electric service account(s) used to interconnect the Generating Facility with SDG&E's Distribution System:

2.5 The Gross Nameplate Rating of the Generating Facility is:

2.5.1 NEM Generator(s) is (are):

Solar: _____ kW

Wind: _____ kW
_____: _____ kW
_____: _____ kW

2.5.2 Non-NEM Generator(s) is (are): _____ kW

2.5.3 **Total Gross** Nameplate Rating of the Generating Facility: _____ kW

2.6 The Net Nameplate Rating of the Generating Facility is:

2.6.1 NEM Generator(s) is (are):

Solar: _____ kW
Wind: _____ kW
_____: _____ kW
_____: _____ kW

2.6.2 Non-NEM Generator(s) is (are): _____ kW

2.6.3 **Total Net** Nameplate Rating of the Generating Facility: _____ kW

2.7 The annual energy production of the Generating Facility is expected to be:

2.7.1 NEM Generator(s) is (are):

Solar: _____ kWh
Wind: _____ kWh
_____: _____ kWh
_____: _____ kWh

2.7.2 Non-NEM Generator(s) is (are): _____ kWh

2.7.3 **Total annual energy** production of the Generating Facility: _____ kWh

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

2.8.1 NEM Generator(s) is (are):

Solar: _____ kW
Wind: _____ kW
_____: _____ kW
_____: _____ kW

2.8.2 Non-NEM Generator(s) is (are): _____ kW

2.8.3 **Total maximum level of power** that may be exported by the Generating Facility: _____ kW

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

2.10 For the purpose of securing certain tariff charge exemptions available under the PU Code, Producer hereby declares the following for each Generator of the Generating Facility:

(a) Requirements for "Distributed Energy Resource Generation" as such term is used in Section 353.1 of the PU Code

Solar:	<u>does meet</u> does not meet
Wind:	<u>does meet</u> does not meet
_____:	<u>does meet</u> does not meet
_____:	<u>does meet</u> does not meet
Non-NEM Generator:	<u>does meet</u> does not meet

(b) Requirements for "Cogeneration" as such term is used in Section 218.5 of the PU Code does meet ~~does not meet~~

3. DOCUMENTS INCLUDED

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 (Provided by Producer)
- Appendix B - Copy of SDG&E's Electric Rule 2 and Rule 21
- Appendix C - A copy of an agreement addressing interconnection facility financing and ownership (When applicable)
- Appendix D - Producer's warranty that the Generating Facility meets the requirements for a "Cogeneration facility" pursuant to Section 216.6 of the PU Code (When applicable)
- Appendix E - Producer's warranty that the Generating Facility meets the requirements for "Distributed Energy Resources Generation" as defined in Section 353.1 of the PU Code (When applicable)

4. TERM AND TERMINATION

4.1 This Agreement shall become effective as of the last date entered in Section 16 of this Agreement. The Agreement shall continue in full force and effect until the earliest date that one of the following events occurs:

- (a) The Parties agree in writing to terminate the Agreement, or
- (b) Unless otherwise agreed in writing by the Parties, at 12:01 A.M. on the day following the date the electric service account through which Producer's Generating Facility is Interconnected to SDG&E's Distribution System is closed or terminated, or
- (c) At 12:01 A.M. on the 61st day after Producer or SDG&E provides written Notice pursuant to Section 9 of this Agreement to the other Party of Producer or SDG&E's intent to terminate this Agreement.

4.2 Producer may elect to terminate this Agreement pursuant to the terms of Section 4.1(c) for any reason. SDG&E may elect to terminate this Agreement pursuant to the terms of Section 4.1(c) for one or more of the following reasons:

- (a) A change in applicable tariffs as approved or directed by the California Public Utilities Commission (“Commission”) or a change in any local, state or federal law, statute or regulation, either of which materially alters or otherwise affects SDG&E’s ability or obligation to perform SDG&E’s duties under this Agreement; or,
 - (b) Unless otherwise agreed in writing by the Parties, Producer fails to take all corrective actions specified in SDG&E’s Notice that Producer’s Generating Facility is out of compliance with the terms of this Agreement within the time frame set forth in such Notice; or,
 - (c) Producer fails to interconnect and operate the Generating Facility per the terms of this Agreement prior to 120 days after the date set forth in Section 2.7 of this Agreement as the Generating Facility’s expected date of Initial Operation; or,
 - (d) Producer abandons the Generating Facility. SDG&E shall deem the Generating Facility to be abandoned if SDG&E determines, in its reasonable opinion, the Generating Facility is non-operational and Producer does not provide a substantive response to SDG&E’s Notice of its intent to terminate this Agreement as a result of Producer’s apparent abandonment of the Generating Facility affirming Producer’s intent and ability to continue to operate the Generating Facility.
- 4.3 Notwithstanding any other provisions of this Agreement, SDG&E shall have the right to unilaterally file with the Commission, pursuant to the Commission’s rules and regulations, an application to terminate this Agreement.
- 4.4 Any agreements attached to and incorporated into this Agreement 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’s tariffs, including but not limited to SDG&E’s Rule 21, and any other regulations and laws governing the Interconnection of the Generating Facility.
- 5.2 Except for that energy delivered to SDG&E’s Distribution System the electric energy produced by Producer’s Generating Facility shall be used to serve electrical loads connected to the electric service account that SDG&E uses to interconnect Producer’s Generating Facility. Producer shall not use the Generating Facility to serve electrical loads that will cause Producer to be considered an “electrical corporation” as such term is used in Section 218 of the California Public Utilities Code.
- 5.3 In no event shall the delivery of the maximum electric power to SDG&E’s Distribution System exceed the amount or other limitations specified in Section 2. and Appendix A, hereto. If Producer does not regulate its Generating Facility in compliance with the limitations set forth in Section 2. and Appendix A, SDG&E may require Producer to disconnect its Generating Facility from SDG&E’s Distribution System until Producer demonstrates to SDG&E’s reasonable satisfaction that Producer has taken adequate measures to regulate the output of its Generating Facility and control its deliveries of electric power to SDG&E. Further, should SDG&E determine that Producer’s operation of the Generating Facility is causing an unsafe condition or is adversely affecting SDG&E’s ability to utilize its Distribution System in any manner, even if Producer’s deliveries of electric power to SDG&E’s Distribution System are within the limitations specified in Section 2. and Appendix A, SDG&E may require Producer to temporarily or permanently reduce or cease deliveries of electric power to SDG&E’s Distribution System. Alternatively, the Parties may agree to other corrective measures so as to mitigate the effect of electric power flowing from the Generating Facility to SDG&E’s Distribution System. Producer’s failure to comply with the terms of this Section shall constitute a material breach of this Agreement and SDG&E may initiate termination in accordance with the terms of Section 4.2(b).

- 5.4 Customer-Generator shall: (a) maintain the Generating Facility and Interconnection Facility in a safe and prudent manner and in conformance with all applicable laws and regulations including, but not limited to, Section 6.1, and (b) obtain any governmental authorizations and permits required for the construction and operation of the Generating Facility and Interconnection Facility. Customer-Generator shall reimburse SDG&E for any and all losses, damages, claims, penalties, or liability it incurs as a result of Customer-Generator's failure to obtain or maintain any governmental authorizations and permits required for construction and operation of Customer-Generator's Generating Facility.
- 5.5 Customer-Generator shall not commence parallel operation of the Generating Facility until SDG&E has provided express written approval. Such approval shall normally be provided no later than thirty (30) business days following SDG&E's receipt of: (1) a completed Generating Facility Interconnection Application (Form 142-05203), including all supporting documents and payments as described in the Application; (2) a signed and completed Interconnection Agreement (Form 142-02760 or, for NEM / non-NEM Generating Facility export, Form 117-2160); and (3) a copy of the Customer-Generator's final inspection clearance from the governmental authority having jurisdiction over the Generating Facility. Such approval shall not be unreasonably withheld. SDG&E shall have the right to have representatives present at the Commissioning Test as defined in Rule 21. Customer-Generator shall notify SDG&E at least five (5) business days prior to the initial testing.
- 5.4 Producer shall not deliver reactive power to SDG&E's Distribution System unless the Parties have agreed otherwise in writing.
- 5.5 The Generating Facility shall be operated with all of Producer's Protective Functions in service whenever the Generating Facility is operated in parallel with SDG&E's Distribution System. Any deviation from these requirements may occur only when the Parties have agreed to such deviations in writing.

6. INTERCONNECTION FACILITY

- 6.1 Producer and/or SDG&E, as appropriate, shall provide Interconnection Facility that adequately protect SDG&E's Distribution System, personnel, and other persons from damage or injury which may be caused by the operation of Producer's Generating Facility.
- 6.2 Producer shall be solely responsible for the costs, design, purchase, construction, operation, and maintenance of the Interconnection Facility that Producer owns.
- 6.3 If the provisions of SDG&E's Rule 21, or any other tariff approved by the Commission, require SDG&E to own and operate a portion of the Interconnection Facility, Producer and SDG&E shall promptly execute an agreement that establishes and allocates responsibility for the design, installation, operation, maintenance, and ownership of the Interconnection Facility. This agreement shall be attached to and made a part of this Agreement as Appendix C.
- 6.4 The Interconnection Facility may include Net Generation Output Metering for determination of standby charges and applicable non-bypassable charges, and/or other meters required for SDG&E's administration and billing pursuant to SDG&E's tariffs for net energy metering.

7. LIMITATION OF LIABILITY

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. In no event shall either Party be liable to the other Party for any indirect, special, consequential, or punitive damages of any kind whatsoever.

8. INSURANCE

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

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

- 8.2 The general liability insurance required in Section 8.1 shall, by endorsement to the policy or policies, (a) include SDG&E as an additional insured; (b) contain a severability of interest clause or cross-liability clause; (c) provide that SDG&E shall not by reason of its inclusion as an additional insured incur liability to the insurance carrier for payment of premium for such insurance; and (d) provide for thirty (30) calendar days' written notice to SDG&E prior to cancellation, termination, alteration, or material change of such insurance.
- 8.3 If Producer's Generating Facility is connected to an account receiving residential service from SDG&E and the requirement of Section 8.2(a) prevents Producer from obtaining the insurance required in Section 8.1, then upon Producer's written Notice to SDG&E in accordance with Section 9.1, the requirements of Section 8.2(a) shall be waived.
- 8.4 Evidence of the insurance required in Section 8.2 shall state that coverage provided is primary and is not in excess to or contributing with any insurance or self-insurance maintained by SDG&E.
- 8.5 Producer agrees to furnish the required certificates and endorsements to SDG&E prior to Initial Operation. SDG&E shall have the right to inspect or obtain a copy of the original policy or policies of insurance.
- 8.6 If Producer is self-insured with an established record of self-insurance, Producer may comply with the following in lieu of Sections 8.1 through 8.4:
- (a) Producer shall provide to SDG&E, at least thirty (30) calendar days prior to the date of Initial Operation, evidence of an acceptable plan to self-insure to a level of coverage equivalent to that required under Section 8.1.
 - (b) If Producer ceases to self-insure to the level required hereunder, or if Producer is unable to provide continuing evidence of Producer's ability to self-insure, Producer agrees to immediately obtain the coverage required under Section 8.1.

- 8.7 All insurance certificates, statements of self-insurance, endorsements, cancellations, terminations, alterations, and material changes of such insurance shall be issued and submitted to the following:

San Diego Gas & Electric Company
Attention: _____

San Diego, CA 92123 - _____

Phone: (619) 696-2000

Fax: (858) _____

9. NOTICES

- 9.1 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: _____

San Diego, CA 92123 - _____

Phone: (619) 696-2000

Fax: (858) _____

If to Producer: Producer Name
Attention: _____
Address: _____
City: _____
Phone: _____
Fax: _____

- 9.2 A Party may change its address for Notices at any time by providing the other Party Notice of the change in accordance with Section 9.1.
- 9.3 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 one Party's Notice to the other.

10. REVIEW OF RECORDS AND DATA

- 10.1 SDG&E shall have the right to review and obtain copies of Producer's operations and maintenance records, logs, or other information such as, unit availability, maintenance outages, circuit breaker operation requiring manual reset, relay targets and unusual events pertaining to Producer's Generating Facility or its Interconnection with SDG&E's Distribution System.
- 10.2 Producer authorizes SDG&E to release to the California Energy Commission ("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, as requested from time to time pursuant to the CEC's or Commission's rules and regulations.

11. ASSIGNMENT

Producer shall not voluntarily assign its rights nor delegate its duties under this Agreement without SDG&E's 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.

12. 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.

13. GOVERNING LAW, JURISDICTION OF COMMISSION, INCLUSION OF SDG&E's TARIFF SCHEDULES, DEFINED TERMS

13.1 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.

13.2 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.

13.3 The interconnection and services provided under this Agreement shall at all times be subject to the terms and conditions set forth in the tariffs applicable to the electric service provided by SDG&E. Copies of such tariffs are available at SDG&E's Internet site: www.sdge.com or by request to SDG&E and are incorporated into this Agreement by this reference.

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

13.5 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 or in SDG&E's Rule 1 or Rule 21, Section C. If any term is defined in both Rule 1 and Rule 21, the definition in Rule 21 shall prevail.

14. AMENDMENTS AND MODIFICATION

This Agreement can only be amended or modified by a written agreement signed by both Parties. SDG&E shall determine in its reasonable discretion whether prior Commission approval is required for such amendments or modifications.

15. TRANSITION PROVISIONS FOR ELIGIBLE GENERATORS

Customers receiving service on the current NEM tariffs prior to the date that SDG&E reaches its NEM program limit or July 1, 2017, whichever is earlier, are subject to the transition provisions as outlined in

the applicable NEM rate schedule.

16. 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.

16. SIGNATURES

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

CUSTOMER NAME	SAN DIEGO GAS & ELECTRIC COMPANY
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

APPENDIX A

DESCRIPTION OF GENERATING FACILITY
AND SINGLE-LINE DIAGRAM

(Provided by Producer)

APPENDIX B

RULES: "2" and "21" **(Provided by SDG&E)**

(Note: SDG&E's tariffs are included for reference only and shall at all times be subject to such changes or modifications by the Commission as the Commission may, from time to time, direct in the exercise of its jurisdiction. A copy of Rule 2 has not been provided. A copy may be obtained from SDG&E's website: www.sdge.com)

APPENDIX C
(When applicable)

**INTERCONNECTION FACILITY
FINANCING AND OWNERSHIP
AGREEMENT**

(Provided by SDG&E)

APPENDIX D
(When applicable)

PRODUCER'S WARRANTY THAT THE GENERATING FACILITY IS A "COGENERATION FACILITY" PURSUANT TO SECTION 216.6 OF THE CALIFORNIA PUBLIC UTILITIES CODE

For the purpose of securing the Competition Transition Charge exemption available under Section 372 of the PU Code, Producer hereby declares that the Generating Facility meets the requirements for "Cogeneration" as such term is used in Section 216.6 of the PU Code ("Cogeneration Requirements").

Producer warrants that, beginning on the date of Initial Operation and continuing throughout the term of this Agreement, the Generating Facility shall continue to meet the Cogeneration Requirements. If Producer becomes aware that its Generating Facility has ceased to meet the Cogeneration Requirements, Producer shall promptly provide SDG&E with Notice of such change pursuant to Section 9.1 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 meet the Cogeneration Requirements, SDG&E may require Producer to provide evidence that the Generating Facility continues to meet the Cogeneration Requirements within 20 business days of SDG&E's request for such evidence. Additionally, SDG&E will give 10 business days notice to 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 Cogeneration 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 meet the Cogeneration Requirements, then the Cogeneration status of the Generating Facility shall be deemed ineffective until such time as Producer again demonstrates to SDG&E's reasonable satisfaction that the Generating Facility meets the requirements for a Cogeneration facility (the "Cogeneration Status Change").

SDG&E shall revise its records and the administration of this Agreement to reflect the Cogeneration Status Change and provide Notice to Producer of the Cogeneration Status Change pursuant to Section 9.1 of this Agreement. Such Notice shall specify the effective date of the Cogeneration Status Change. This date shall be the first day of the calendar year for which SDG&E determines in its reasonable discretion that the Generating Facility first ceased to meet the Cogeneration Requirements. SDG&E shall invoice the Producer's electric service account through which the Generating Facility is Interconnected with SDG&E's Distribution System for Competition Transition Charges ("CTCs") that were not previously billed during the period between the effective date of the Status Change and the date of the Notice in reliance upon Producer's representations that the Generating Facility complied with the Cogeneration Requirements and therefore was eligible for the exemption from CTCs available under Section 372 of the PU Code.

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

APPENDIX E
(When applicable)

PRODUCER'S WARRANTY THAT THE GENERATING FACILITY IS A "DISTRIBUTED ENERGY RESOURCES GENERATION" FACILITY PURSUANT TO SECTION 353.1 OF THE CALIFORNIA PUBLIC UTILITIES CODE

For the purpose of securing the tariff charge exemption available under Section 353.3 of the PU Code, Producer hereby declares that the Generating Facility meets the requirements for "Distributed Energy Resources Generation" as such term is used in Section 353.1 of the PU Code ("DERG 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 meet the DERG Requirements. If Producer becomes aware that the Generating Facility has ceased to meet the DERG Requirements, Producer shall promptly provide SDG&E with Notice of such change pursuant to Section 9.1 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 meet the DERG Requirements, SDG&E may require Producer to provide evidence that the Generating Facility continues to meet the DERG Requirements within 20 business days of SDG&E's request for 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 DERG 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 meet the DERG Requirements, then the Distributed Energy Resources Generation status of the Generating Facility shall be deemed ineffective until such time as Producer again demonstrates to SDG&E's reasonable satisfaction that the Generating Facility meets the requirements for a Distributed Energy Resources Generation facility (the "DERG Status Change"). SDG&E shall revise its records and the administration of this Agreement to reflect the DERG Status Change and provide Notice to Producer of the DERG Status Change pursuant to Section 9.1 of this Agreement. Such Notice shall specify the effective date of the DERG Status Change. This date shall be the first day of the calendar year for which SDG&E determines in its reasonable discretion that the Generating Facility first ceased to meet the DERG Requirements. SDG&E shall invoice the Producer electric service account through which the Generating Facility is Interconnected with SDG&E's Distribution System for any tariff charges that were not previously billed during the period between the effective date of the DERG Status Change and the date of the Notice in reliance upon Producer's representations that the Generating Facility complied with the DERG Requirements and therefore was eligible for the exemption from tariff charges available under Section 353.3 of the PU Code.

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



San Diego Gas & Electric Company
San Diego, California

Revised Cal. P.U.C. Sheet No. 24924-E

Canceling Original Cal. P.U.C. Sheet No. 23783-E

SAMPLE FORMS
FORM 117-2160-A

Sheet 1

GENERATING FACILITY INTERCONNECTION AGREEMENT
(NEM/NON-NEM GENERATING FACILITY EXPORT)
FEDERAL GOVERNMENT ONLY

(05/14)

(See Attachment)

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1P4

Advice Ltr. No. 2605-E

Decision No. D.14-03-041

Issued by
Lee Schavrien
Senior Vice President
Regulatory Affairs

Date Filed May 19, 2014

Effective _____

Resolution No. _____



**GENERATING FACILITY INTERCONNECTION AGREEMENT
(NEM /NON- NEM GENERATING FACILITY EXPORT)
(Federal Government Only)**

This Generating Facility Interconnection Agreement ("Agreement") is entered into by and between _____, a _____ ("Producer" or "Government"), 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." In consideration of the mutual promises and obligations stated in this Agreement and its attachments, the Parties agree as follows:

1. SCOPE, PURPOSE, AND RELATED AGREEMENT

- 1.1 This Agreement provides for Producer to interconnect and operate a Generating Facility in parallel with SDG&E's Distribution System to serve, primarily, the electrical loads at the location identified in Section 2.4. The eligible Renewable electrical generation facility must generate electricity from a renewable source listed in paragraph (1) of subdivision (a) of Section 25741 of the Public Resources Code and may be of any combination.
- 1.2 This Agreement provides for Producer to operate the NEM Generator(s) pursuant to the provisions of Section 2827, 2827.7 and 2827.8 of the PU Code and the applicable SDG&E tariffs for net energy metering. The Agreement also provides for Producer to operate its Non-NEM Generator(s). This Agreement does not constitute an agreement by SDG&E to provide retail electrical service to Producer. Such arrangements must be made separately between SDG&E and Producer.

2. SUMMARY AND DESCRIPTION OF PRODUCER'S GENERATING FACILITY

- 2.1 A description of the Generating Facility, including a summary of its significant components and a single-line diagram showing the general arrangement of how Producer's Generating Facility and loads are interconnected with SDG&E's Distribution System, are attached as Appendix A to and made a part of this Agreement.
- 2.2 Generating Facility identification number: _____ (Assigned by SDG&E).
- 2.3 SDG&E's customer electric service account number: _____ (Assigned by SDG&E).
- 2.4 Name and address used by SDG&E to locate the electric service account(s) used to interconnect the Generating Facility with SDG&E's Distribution System:

- 2.5 The Gross Nameplate Rating of the Generating Facility is:

2.5.1 NEM Generator(s) is (are):

Solar: _____ kW
Wind: _____ kW
Biogas Digester: _____ kW
Fuel Cell: _____ kW

2.5.2 Non-NEM Generator(s) is (are): _____ kW

2.5.3 **Total Gross** Nameplate Rating of the Generating Facility: _____ kW

2.6 The Net Nameplate Rating of the Generating Facility is:

2.6.1 NEM Generator(s) is (are):

Solar: _____ kW
Wind: _____ kW
Biogas Digester: _____ kW
Fuel Cell: _____ kW

2.6.2 Non-NEM Generator(s) is (are): _____ kW

2.6.3 **Total Net** Nameplate Rating of the Generating Facility: _____ kW

2.7 The annual energy production of the Generating Facility is expected to be:

2.7.1 NEM Generator(s) is (are):

Solar: _____ kWh
Wind: _____ kWh
Biogas Digester: _____ kWh
Fuel Cell: _____ kWh

2.7.2 Non-NEM Generator(s) is (are): _____ kWh

2.7.3 **Total annual energy** production of the Generating Facility: _____ kWh

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

2.8.1 NEM Generator(s) is (are):

Solar: _____ kW
Wind: _____ kW
Biogas Digester: _____ kW
Fuel Cell: _____ kW

2.8.2 Non-NEM Generator(s) is (are): _____ kW

2.8.3 **Total maximum level of power** that may be exported by the Generating Facility: _____ kW

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

2.10 For the purpose of securing certain tariff charge exemptions available under the PU Code, Producer hereby declares the following for each Generator of the Generating Facility:

(a) Requirements for "Distributed Energy Resource Generation" as such term is used in Section 353.1 of the PU Code

Solar:	<u>does meet</u> does not meet
Wind:	<u>does meet</u> does not meet
Biogas Digester:	<u>does meet</u> does not meet
Fuel Cell:	<u>does meet</u> does not meet
Non-NEM Generator:	<u>does meet</u> does not meet

(b) Requirements for "Cogeneration" as such term is used in Section 218.5 of the PU Code does meet ~~does not meet~~

3. DOCUMENTS INCLUDED

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 (Provided by Producer)
- Appendix B - Copy of SDG&E's Electric Rule 2 and Rule 21
- Appendix C - A copy of an agreement addressing interconnection facility financing and ownership (When applicable)
- Appendix D - Producer's warranty that the Generating Facility meets the requirements for a "Cogeneration facility" pursuant to Section 218.5 of the PU Code (When applicable)
- Appendix E - Producer's warranty that the Generating Facility meets the requirements for "Distributed Energy Resources Generation" as defined in Section 353.1 of the PU Code (When applicable)

4. TERM AND TERMINATION

4.1 This Agreement shall become effective as of the last date entered in Section 17 of this Agreement. The Agreement shall continue in full force and effect until the earliest date that one of the following events occurs:

- (a) The Parties agree in writing to terminate the Agreement, or
- (b) Unless otherwise agreed in writing by the Parties, at 12:01 A.M. on the day following the date the electric service account through which Producer's Generating Facility is Interconnected to SDG&E's Distribution System is closed or terminated, or
- (c) At 12:01 A.M. on the 61st day after Producer or SDG&E provides written Notice pursuant to Section 10 of this Agreement to the other Party of Producer or SDG&E's intent to terminate this Agreement.
- (d) The termination of the statutory or regulatory authority for the NEM program.
- (e) Ten (10) years after the effective date of this Agreement.

- 4.2 Producer may elect to terminate this Agreement pursuant to the terms of Section 4.1(c) for any reason. SDG&E may elect to terminate this Agreement pursuant to the terms of Section 4.1(c) for one or more of the following reasons:
- (a) A change in applicable tariffs as approved or directed by the California Public Utilities Commission ("Commission") or a change in any local, state or federal law, statute or regulation, either of which materially alters or otherwise affects SDG&E's ability or obligation to perform SDG&E's duties under this Agreement; or,
 - (b) Unless otherwise agreed in writing by the Parties, Producer fails to take all corrective actions specified in SDG&E's Notice that Producer's Generating Facility is out of compliance with the terms of this Agreement within the time frame set forth in such Notice; or,
 - (c) Producer fails to interconnect and operate the Generating Facility per the terms of this Agreement prior to 120 days after the date set forth in Section 2.9 of this Agreement as the Generating Facility's expected date of Initial Operation; or,
 - (d) Producer abandons the Generating Facility. SDG&E shall deem the Generating Facility to be abandoned if SDG&E determines, in its reasonable opinion, the Generating Facility is non-operational and Producer does not provide a substantive response to SDG&E's Notice of its intent to terminate this Agreement as a result of Producer's apparent abandonment of the Generating Facility affirming Producer's intent and ability to continue to operate the Generating Facility.
- 4.3 Notwithstanding any other provisions of this Agreement, SDG&E shall have the right to unilaterally file with the Commission, pursuant to the Commission's rules and regulations, an application to terminate this Agreement.
- 4.4 Any agreements attached to and incorporated into this Agreement shall terminate concurrently with this Agreement unless the Parties have agreed otherwise in writing.

5. ACCESS TO PREMISES

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

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

SDG&E will make prior arrangements with the Producer for gaining emergency access to Producer's premises by obtaining keys to a lock box or a padlock or by making other mutually agreeable arrangements.

6. GENERATING FACILITY OPERATION

- 6.1 Producer is responsible for operating the Generating Facility in compliance with all of SDG&E's tariffs, including but not limited to SDG&E's Rule 21, and any other regulations and laws governing the Interconnection of the Generating Facility.
- 6.2 Except for that energy delivered to SDG&E's Distribution System the electric energy produced by Producer's Generating Facility shall be used to serve electrical loads

connected to the electric service account that SDG&E uses to interconnect Producer's Generating Facility. Producer shall not use the Generating Facility to serve electrical loads that will cause Producer to be considered an "electrical corporation" as such term is used in Section 218 of the California Public Utilities Code.

- 6.3 In no event shall the delivery of the maximum electric power to SDG&E's Distribution System exceed the amount or other limitations specified in Section 2. and Appendix A, hereto. If Producer does not regulate its Generating Facility in compliance with the limitations set forth in Section 2. and Appendix A, SDG&E may require Producer to disconnect its Generating Facility from SDG&E's Distribution System until Producer demonstrates to SDG&E's reasonable satisfaction that Producer has taken adequate measures to regulate the output of its Generating Facility and control its deliveries of electric power to SDG&E. Further, should SDG&E determine that Producer's operation of the Generating Facility is causing an unsafe condition or is adversely affecting SDG&E's ability to utilize its Distribution System in any manner, even if Producer's deliveries of electric power to SDG&E's Distribution System are within the limitations specified in Section 2. and Appendix A, SDG&E may require Producer to temporarily or permanently reduce or cease deliveries of electric power to SDG&E's Distribution System. Alternatively, the Parties may agree to other corrective measures so as to mitigate the effect of electric power flowing from the Generating Facility to SDG&E's Distribution System. Producer's failure to comply with the terms of this Section shall constitute a material breach of this Agreement and SDG&E may initiate termination in accordance with the terms of Section 4.2(b).
- 6.4 Customer-Generator shall: (a) maintain the Generating Facility and Interconnection Facility in a safe and prudent manner and in conformance with all applicable laws and regulations including, but not limited to, Section 6.1, and (b) obtain any governmental authorizations and permits required for the construction and operation of the Generating Facility and Interconnection Facility. Customer-Generator shall reimburse SDG&E for any and all losses, damages, claims, penalties, or liability it incurs as a result of Customer-Generator's failure to obtain or maintain any governmental authorizations and permits required for construction and operation of Customer-Generator's Generating Facility. The liability, if any, of the United States for injury or loss of property, or personal injury or death shall be governed exclusively by the provisions of the Federal Tort Claims Act (28 U.S.C. 2671-2680).
- 6.5 Customer-Generator shall not commence parallel operation of the Generating Facility until SDG&E has provided express written approval. Such approval shall normally be provided no later than thirty (30) business days following SDG&E's receipt of: (1) a completed Generating Facility Interconnection Application (Form 142-05203), including all supporting documents and payments as described in the Application; (2) a signed and completed Interconnection Agreement (Form 142-02760-A or, for NEM / non-NEM Generating Facility export, Form 117-2160-A); and (3) a copy of the Customer-Generator's final inspection clearance from the governmental authority having jurisdiction over the Generating Facility. Such approval shall not be unreasonably withheld. SDG&E shall have the right to have representatives present at the Commissioning Test as defined in Rule 21. Customer-Generator shall notify SDG&E at least five (5) business days prior to the initial testing.
- 6.6 Producer shall not deliver reactive power to SDG&E's Distribution System unless the Parties have agreed otherwise in writing.
- 6.7 The Generating Facility shall be operated with all of Producer's Protective Functions in service whenever the Generating Facility is operated in parallel with SDG&E's Distribution System. Any deviation from these requirements may occur only when the Parties have agreed to such deviations in writing.

7. INTERCONNECTION FACILITY

- 7.1 Producer and/or SDG&E, as appropriate, shall provide an Interconnection Facility that adequately protects SDG&E's Distribution System, personnel, and other persons from damage or injury which may be caused by the operation of Producer's Generating Facility.
- 7.2 Producer shall be solely responsible for the costs, design, purchase, construction, operation, and maintenance of the Interconnection Facility that Producer owns.
- 7.3 If the provisions of SDG&E's Rule 21, or any other tariff approved by the Commission, require SDG&E to own and operate a portion of the Interconnection Facility, Producer and SDG&E shall promptly execute an agreement that establishes and allocates responsibility for the design, installation, operation, maintenance, and ownership of the Interconnection Facility. This agreement shall be attached to and made a part of this Agreement as Appendix C.
- 7.4 The Interconnection Facility may include Net Generation Output Metering for determination of standby charges and applicable non-bypassable charges, and/or other meters required for SDG&E's administration and billing pursuant to SDG&E's tariffs for net energy metering.

8. LIABILITY

- 8.1 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 determined in accordance with applicable law. Neither Party shall be liable to the other Party for consequential damages incurred by that Party.
- 8.2 If the Government has limited or restricted SDG&E's access to the Generating Facility or Interconnection Facilities and thereby unreasonably interfered with SDG&E's ability to correct dangerous situations which are a threat to public safety or SDG&E's personnel safety, SDG&E shall be excused from any contractual obligations that are impacted by the Government's limitation or restriction on access and the Government shall be responsible for any liability resulting from such limited or restricted access to the extent permitted by law and authorized by appropriations.
- 8.3 Nothing in this Agreement shall create any duty to, any standard of care with reference to, or any liability to any person who is not a Party to it.
- 8.4 Producer shall be responsible for protecting its Generating Facility and its Interconnection Facilities from damage by reason of the electrical disturbances or faults caused by the operation, faulty operation, or non-operation of SDG&E's facilities, and SDG&E shall not be liable for any damage so caused.
- 8.5 Notwithstanding Paragraphs 8.1 – 8.4 of this Agreement, the liability, if any, of the Government relating to this Agreement, for injury or loss of property, or personal injury or death shall be governed exclusively by the provisions of the Federal Tort Claims Act (28 U.S.C. §§ 1346, and 2671-2680). Subject to applicable Federal, State and local law, each Party's liability to the other 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 damages actually incurred, and in no event shall either Party be liable to the other for any indirect, special, consequential, or punitive damages.

9. INSURANCE [INTENTIONALLY LEFT BLACK]

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**
Attn: Customer Generation
8316 Century Park Court
San Diego, CA 92123 - 1582

Phone: (619) 696-2000

If to Producer: Producer Name
Attention: _____
Address: _____
City: _____
Phone: _____
Fax: _____

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 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 one Party's Notice to the other.

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 such as, unit availability, maintenance outages, circuit breaker operation requiring manual reset, relay targets and unusual events pertaining to Producer's Generating Facility or its Interconnection with SDG&E's Distribution System.

11.2 Producer authorizes SDG&E to release to the California Energy Commission ("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, 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 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, JURISDICTION OF COMMISSION, INCLUSION OF SDG&E's TARIFF SCHEDULES, DEFINED TERMS

- 14.1 Matters involving the interpretation of tariffed retail rates, tariff rate schedules, and tariffed terms provided under this Agreement are subject to the jurisdiction and regulation of the California Public Utilities Commission except to the extent that same are determined to be preempted by Federal law.
- 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 The interconnection and services provided under this Agreement shall at all times be subject to the terms and conditions set forth in the tariffs applicable to the electric service provided by SDG&E. Copies of such tariffs are available at SDG&E's Internet site: www.sdge.com or by request to SDG&E and are incorporated into this Agreement by this reference.
- 14.4 Notwithstanding any other provisions of this Agreement, SDG&E shall have the right to unilaterally file with the Commission, pursuant to the Commission's rules and regulations, an application for change in tariffs, rates, charges, classification, service, or any agreement relating thereto.
- 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 or in SDG&E's Rule 1 or Rule 21, Section H. If any term is defined in both Rule 1 and Rule 21, the definition in Rule 21 shall prevail.

15. AMENDMENTS AND MODIFICATION

This Agreement can only be amended or modified by a written agreement signed by both Parties. SDG&E shall determine in its reasonable discretion whether prior Commission approval is required for such amendments or modifications.

16. 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.

17. **TRANSITION PROVISIONS FOR ELIGIBLE GENERATORS**

Customers receiving service on the current NEM tariffs prior to the date that SDG&E reaches its NEM program limit or July 1, 2017, whichever is earlier, are subject to the transition provisions as outlined in the applicable NEM rate schedule.

18. **SIGNATURES**

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

CUSTOMER NAME	SAN DIEGO GAS & ELECTRIC COMPANY
By: _____	By: _____
Name: _____	Name: Ken Parks
Title: _____	Title: Customer Generation Manager
Date: _____	Date: _____

APPENDIX A

DESCRIPTION OF GENERATING FACILITY
AND SINGLE-LINE DIAGRAM

(Provided by Producer)

APPENDIX B

RULES: "2" and "21" **(Provided by SDG&E)**

(Note: SDG&E's tariffs are included for reference only and shall at all times be subject to such changes or modifications by the Commission as the Commission may, from time to time, direct in the exercise of its jurisdiction. A copy of Rule 2 has not been provided. A copy may be obtained from SDG&E's website: www.sdge.com)

APPENDIX C
(When applicable)

**INTERCONNECTION FACILITY
FINANCING AND OWNERSHIP
AGREEMENT**

(Provided by SDG&E)

APPENDIX D
(When applicable)

PRODUCER'S WARRANTY THAT THE GENERATING FACILITY IS A "COGENERATION FACILITY" PURSUANT TO SECTION 218.5 OF THE CALIFORNIA PUBLIC UTILITIES CODE

For the purpose of securing the Competition Transition Charge exemption available under Section 372 of the PU Code, Producer hereby declares that the Generating Facility meets the requirements for "Cogeneration" as such term is used in Section 218.5 of the PU Code ("Cogeneration Requirements").

Producer warrants that, beginning on the date of Initial Operation and continuing throughout the term of this Agreement, the Generating Facility shall continue to meet the Cogeneration Requirements. If Producer becomes aware that its Generating Facility has ceased to meet the Cogeneration Requirements, Producer shall promptly provide SDG&E with Notice of such change pursuant to Section 9.1 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 meet the Cogeneration Requirements, SDG&E may require Producer to provide evidence that the Generating Facility continues to meet the Cogeneration Requirements within 20 business days of SDG&E's request for such evidence. Additionally, SDG&E will give 10 business days notice to 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 Cogeneration 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 meet the Cogeneration Requirements, then the Cogeneration status of the Generating Facility shall be deemed ineffective until such time as Producer again demonstrates to SDG&E's reasonable satisfaction that the Generating Facility meets the requirements for a Cogeneration facility (the "Cogeneration Status Change").

SDG&E shall revise its records and the administration of this Agreement to reflect the Cogeneration Status Change and provide Notice to Producer of the Cogeneration Status Change pursuant to Section 9.1 of this Agreement. Such Notice shall specify the effective date of the Cogeneration Status Change. This date shall be the first day of the calendar year for which SDG&E determines in its reasonable discretion that the Generating Facility first ceased to meet the Cogeneration Requirements. SDG&E shall invoice the Producer's electric service account through which the Generating Facility is Interconnected with SDG&E's Distribution System for Competition Transition Charges ("CTCs") that were not previously billed during the period between the effective date of the Status Change and the date of the Notice in reliance upon Producer's representations that the Generating Facility complied with the Cogeneration Requirements and therefore was eligible for the exemption from CTCs available under Section 372 of the PU Code.

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

APPENDIX E
(When applicable)

PRODUCER'S WARRANTY THAT THE GENERATING FACILITY IS A "DISTRIBUTED ENERGY RESOURCES GENERATION" FACILITY PURSUANT TO SECTION 353.1 OF THE CALIFORNIA PUBLIC UTILITIES CODE

For the purpose of securing the tariff charge exemption available under Section 353.3 of the PU Code, Producer hereby declares that the Generating Facility meets the requirements for "Distributed Energy Resources Generation" as such term is used in Section 353.1 of the PU Code ("DERG 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 meet the DERG Requirements. If Producer becomes aware that the Generating Facility has ceased to meet the DERG Requirements, Producer shall promptly provide SDG&E with Notice of such change pursuant to Section 9.1 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 meet the DERG Requirements, SDG&E may require Producer to provide evidence that the Generating Facility continues to meet the DERG Requirements within 20 business days of SDG&E's request for 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 DERG 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 meet the DERG Requirements, then the Distributed Energy Resources Generation status of the Generating Facility shall be deemed ineffective until such time as Producer again demonstrates to SDG&E's reasonable satisfaction that the Generating Facility meets the requirements for a Distributed Energy Resources Generation facility (the "DERG Status Change"). SDG&E shall revise its records and the administration of this Agreement to reflect the DERG Status Change and provide Notice to Producer of the DERG Status Change pursuant to Section 9.1 of this Agreement. Such Notice shall specify the effective date of the DERG Status Change. This date shall be the first day of the calendar year for which SDG&E determines in its reasonable discretion that the Generating Facility first ceased to meet the DERG Requirements. SDG&E shall invoice the Producer electric service account through which the Generating Facility is Interconnected with SDG&E's Distribution System for any tariff charges that were not previously billed during the period between the effective date of the DERG Status Change and the date of the Notice in reliance upon Producer's representations that the Generating Facility complied with the DERG Requirements and therefore was eligible for the exemption from tariff charges available under Section 353.3 of the PU Code.

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



San Diego Gas & Electric Company
San Diego, California

Revised Cal. P.U.C. Sheet No. 24925-E

Canceling Revised Cal. P.U.C. Sheet No. 23271-E

SAMPLE FORMS

Sheet 1

FORM 142-02760

Interconnection Agreement for Net Energy Metering
Renewable Electric Generating Facilities

(05/14)

(See Attached Form)

T

1P5

Advice Ltr. No. 2605-E

Decision No. D.14-03-041

Issued by
Lee Schavrien
Senior Vice President
Regulatory Affairs

Date Filed May 19, 2014

Effective _____

Resolution No. _____



A simpler, shorter form is also available for Net Energy Metering Customers with Renewable Electrical Generating Facility of 30kW or Less (Form 142-02765).

**SAN DIEGO GAS & ELECTRIC COMPANY
INTERCONNECTION AGREEMENT FOR NET ENERGY METERING
RENEWABLE ELECTRICAL GENERATING FACILITY**

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

1. SCOPE AND PURPOSE

This Agreement provides for CG to interconnect and operate Renewable Electrical Generating Facility that generates electricity from a renewable source listed in paragraph (1) of subdivision (a) of Section 25741 of the Public Resources Code to operate in parallel with SDG&E's Distribution System to serve the electrical loads connected to the electric service account that SDG&E uses to interconnect CG's Generating Facility.

Consistent with, and in order to effectuate, the provisions of Section 2827 and 2827.7 of the California Public Utilities Code and SDG&E's electric rate Schedule NEM - Net Energy Metering, Parties enter into this Agreement. This Agreement applies to the CG's Generating Facility identified below with the specified characteristics and generating capacity, and does not allow interconnection or operation of a facility different than those described.

2. SUMMARY OF GENERATING FACILITY AND CG ACCOUNT

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

2.2 CG Meter Number: _____

2.3 CG Account Number: _____

2.4 Applicable Rate Schedule: _____

2.5 Generating Facility Location:

Name: _____

Address: _____

City / Zip: _____

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

2.6 Generating Facility Technology: _____ (Solar, Wind, Hybrid.etc.)

2.7 Generating Facility Nameplate Rating: _____ kW.

2.8 Expected maximum monthly energy production of Generating Facility: _____ kWh.

- 2.9 The Generating Facility's expected date of Initial Operation is_____.
The expected date of Initial Operation shall be within two years of the date of this Agreement.

3. GENERATING FACILITY INTERCONNECTION AND DESIGN REQUIREMENTS

- 3.1 CG shall be responsible for the design, installation, operation, and maintenance of the Generating Facility and shall obtain and maintain any required governmental authorizations and/or permits.

- 3.2 **CG shall not commence parallel operation of the Generating Facility until written approval has been provided to it by SDG&E.** (CG's Initials _____) SDG&E shall provide such written approval within thirty (30) working days from SDG&E's receipt of a complete Net Energy Metering Application including all supporting documentation and required payments, a completed and signed Net Energy Metering Interconnection Agreement, and the final inspection clearance of the governmental authority having jurisdiction over the Generating Facility.

Such approval shall not be unreasonably withheld. SDG&E shall have the right to have representatives present at the initial testing of CG's protective apparatus. CG shall notify SDG&E five (5) working days prior to initial testing.

- 3.3 SDG&E shall have the right to have its representatives present at the final inspection made by the governmental authority having jurisdiction to inspect and approve the installation of the Generating Facility. CG shall notify SDG&E in accordance with the terms of Section 12, herein, at least five (5) days prior to such inspection.

- 3.4 CG shall not add generation capacity in excess of the Nameplate Rating set forth in Section 2.7 of this Agreement, or otherwise modify the Generating Facility without the prior written permission of SDG&E.

4. METERING AND BILLING

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

5. DISCONNECTION, INTERRUPTION OR REDUCTION OF DELIVERIES

- 5.1 SDG&E may require CG to interrupt or reduce the output of its Generating Facility under the following circumstances:

- (a) Whenever SDG&E deems it necessary in its reasonable judgment, to construct, install, maintain, repair, replace, remove, investigate, or inspect any of its equipment or any part of its electric system; or
- (b) Whenever SDG&E determines in its reasonable judgment, that curtailment, interruption, or reduction of CG's electrical generation is otherwise necessary due to emergencies, forced outages, force majeure, or compliance with prudent electrical practices.

- 5.2 Notwithstanding any other provision of this Agreement, upon termination of this Agreement or at any time SDG&E determines the continued parallel operation of the Generating Facility may endanger the public or SDG&E personnel, or affect the integrity of SDG&E's electric system or the quality of electric service provided to other customers, SDG&E shall have the right to require the Generating Facility to be immediately disconnected from SDG&E's electric system. The Generating Facility shall remain disconnected until such time as SDG&E is satisfied, in its reasonable judgment that the condition(s) causing such disconnection have ended or have been corrected.

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

6. ACCESS TO PREMISES

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

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

7. INDEMNITY AND LIABILITY

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

8. REVIEW OF RECORDS AND DATA

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

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

- 9.1 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.
- 9.2 This Agreement shall, at all times, be subject to such changes or modifications by the CPUC as it may from time to time direct in the exercise of its jurisdiction.
- 9.3 The interconnection and services provided under this Agreement shall at all times be subject to the terms and conditions set forth in the rate schedules and rules applicable to the electric service provided by SDG&E, which rate schedules and rules are hereby incorporated into this Agreement by this reference.
- 9.4 Notwithstanding any other provisions of this Agreement, SDG&E shall have the right to unilaterally file with the Commission, pursuant to the Commission's rules and regulations, an application for change in rates, charges, classification, service, tariff or rule or any agreement relating thereto.

10. AMENDMENT, MODIFICATIONS, WAIVER OR ASSIGNMENT:

- 10.1 This Agreement may not be altered or modified by either of the Parties, except by an instrument in writing executed by each of them.
- 10.2 None of the provisions of this Agreement shall be considered waived by a Party unless such waiver is given in writing. The failure of a Party to insist in any one or more instances upon strict performance of any of the provisions of this Agreement or to take advantage of any of its rights hereunder shall not be construed as a waiver of any such provisions or the relinquishment of any such rights for the future, but the same shall continue and remain in full force and effect.
- 10.3 This Agreement shall supersede any existing agreement under which CG is currently operating the Generating Facility identified in Section 2, herein, and any such agreement shall be deemed terminated as of the date this Agreement becomes effective.
- 10.4 This Agreement contains the entire agreement and understanding between the Parties, their agents, and employees as to the subject matter of this Agreement. Each party also represents that in entering into this Agreement, it has not relied on any promise, inducement, representation, warranty, agreement or other statement not set forth in this Agreement.

10.5 Neither Party shall voluntarily assign this Agreement or any of its rights or duties hereunder without the written consent of the other Party, which consent shall not be unreasonably withheld. Any such assignment or delegation made without such written consent shall be null and void.

11. NOTICES

11.1 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: _____
Address: _____
City: _____
Phone: () _____
FAX: () _____

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

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

12. DOCUMENTS INCLUDED; DEFINED TERMS

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

- Appendix A- Description of Generating Facility and Single-Line Diagram
- Appendix B- (When applicable) Copy of interconnection facility financing and ownership agreement

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

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

13. TERM AND TERMINATION OF AGREEMENT

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

13.2 This Agreement shall terminate, without notice, upon: (a) termination of the electric distribution service provided to CG by SDG&E; or (b) changes to CG's electric load which cause CG to no longer satisfy all requirements of the definition of an Eligible CG set forth in Section 2827(b)(5) of the California Public Utilities Code.

14. ENTIRE AGREEMENT

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

15. TRANSITION PROVISIONS FOR ELIGIBLE GENERATORS

Customers receiving service on the current NEM tariffs prior to the date that SDG&E reaches its NEM program limit or July 1, 2017, whichever is earlier, are subject to the transition provisions as outlined in the applicable NEM rate schedule.

15. SIGNATURES

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

(CG NAME)

SAN DIEGO GAS & ELECTRIC COMPANY

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

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

APPENDIX A

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

APPENDIX B

(When applicable)

Copy of interconnection facility financing and ownership agreement



San Diego Gas & Electric Company
San Diego, California

Revised Cal. P.U.C. Sheet No. 24926-E

Canceling Original Cal. P.U.C. Sheet No. 23784-E

SAMPLE FORMS
FORM 142-02760-A

Sheet 1

INTERCONNECTION AGREEMENT FOR NET ENERGY METERING
RENEWABLE ELECTRICAL GENERATING FACILITY
FEDERAL GOVERNMENT ONLY

(05/14)

(See Attachment)

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Advice Ltr. No. 2605-E

Decision No. D.14-03-041

Issued by
Lee Schavrien
Senior Vice President
Regulatory Affairs

Date Filed May 19, 2014

Effective _____

Resolution No. _____



SAN DIEGO GAS & ELECTRIC COMPANY
INTERCONNECTION AGREEMENT FOR NET ENERGY METERING
RENEWABLE ELECTRICAL GENERATING FACILITY
(Federal Government Only)

This "Interconnection Agreement for Net Energy Metering ("Agreement") is entered into by and between the Customer Generator ("CG" or "Government") and San Diego Gas & Electric Company ("SDG&E").

1. SCOPE AND PURPOSE

This Agreement provides for CG to interconnect and operate a Renewable Electrical Generating Facility that generates electricity from a renewable source listed in paragraph (1) of subdivision (a) of Section 25741 of the Public Resources Code to operate in parallel with SDG&E's Distribution System to serve the electrical loads connected to the electric service account that SDG&E uses to interconnect CG's Generating Facility.

Consistent with, and in order to effectuate, the provisions of Section 2827 and 2827.7 of the California Public Utilities Code and SDG&E's electric rate Schedule NEM - Net Energy Metering, Parties enter into this Agreement. This Agreement applies to the CG's Generating Facility identified below with the specified characteristics and generating capacity, and does not allow interconnection or operation of a facility different than those described.

2. SUMMARY OF GENERATING FACILITY AND CG ACCOUNT

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

2.2 CG Meter Number: _____

2.3 CG Account Number: _____

2.4 Applicable Rate Schedule: _____

2.5 Generating Facility Location:

Name: _____

Address: _____

City / Zip: _____

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

2.6 Generating Facility Technology: _____ (Solar, Wind, Hybrid.etc.)

2.7 Generating Facility Nameplate Rating: _____ kW.

2.8 Expected maximum monthly energy production of Generating Facility: _____ kWh.

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

3. GENERATING FACILITY INTERCONNECTION AND DESIGN REQUIREMENTS

3.1 CG shall be responsible for the design, installation, operation, and maintenance of the Generating Facility and shall obtain and maintain any required governmental authorizations and/or permits.

3.2 **CG shall not commence parallel operation of the Generating Facility until written approval has been provided to CG by SDG&E.** (CG's Initials _____) SDG&E shall provide such written approval within thirty (30) working days from SDG&E's receipt of a complete Net Energy Metering Application including all supporting documentation and required payments, a completed and signed Net Energy Metering Interconnection Agreement, and the final inspection clearance of the governmental authority having jurisdiction over the Generating Facility.

Such approval shall not be unreasonably withheld. SDG&E shall have the right to have representatives present at the initial testing of CG's protective apparatus. CG shall notify SDG&E five (5) working days prior to initial testing.

3.3 SDG&E shall have the right to have its representatives present at the final inspection made by the governmental authority having jurisdiction to inspect and approve the installation of the Generating Facility. CG shall notify SDG&E in accordance with the terms of Section 12, herein, at least five (5) days prior to such inspection.

3.4 CG shall not add generation capacity in excess of the Nameplate Rating set forth in Section 2.7 of this Agreement, or otherwise modify the Generating Facility without the prior written permission of SDG&E.

4. METERING AND BILLING

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

5. DISCONNECTION, INTERRUPTION OR REDUCTION OF DELIVERIES

5.1 SDG&E may require CG to interrupt or reduce the output of its Generating Facility under the following circumstances:

(a) Whenever SDG&E deems it necessary in its reasonable judgment, to construct, install, maintain, repair, replace, remove, investigate, or inspect any of its equipment or any part of its electric system; or

(b) Whenever SDG&E determines in its reasonable judgment, that curtailment, interruption, or reduction of CG's electrical generation is otherwise necessary due to emergencies, forced outages, force majeure, or compliance with prudent electrical practices.

5.2 Notwithstanding any other provision of this Agreement, upon termination of this Agreement or at any time SDG&E determines the continued parallel operation of the Generating Facility may endanger the public or SDG&E personnel, or affect the integrity of SDG&E's electric system or the quality of electric service provided to other customers, SDG&E shall have the right to require the Generating Facility to be immediately disconnected from SDG&E's electric system. The Generating Facility shall remain disconnected until such time as SDG&E is satisfied, in its reasonable judgment, that the condition(s) causing such disconnection have ended or have been corrected.

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

6. ACCESS TO PREMISES

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

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

SDG&E shall make prior arrangements with the CG for gaining emergency access to CG's premises by obtaining keys to a lock box or a padlock or by making other mutually agreeable arrangements.

7. LIABILITY

- 7.1 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 determined in accordance with applicable law. Neither Party shall be liable to the other Party for consequential damages incurred by that Party.
- 7.2 If the Government has limited or restricted SDG&E's access to the Generating Facility or Interconnection Facilities and thereby unreasonably interfered with SDG&E's ability to correct dangerous situations which are a threat to public safety or SDG&E's personnel safety, SDG&E shall be excused from any contractual obligations that are impacted by the Government's limitation or restriction on access and the Government shall be responsible for any liability resulting from such limited or restricted access to the extent permitted by law and authorized by appropriations.
- 7.3 Nothing in this Agreement shall create any duty to, any standard of care with reference to, or any liability to any person who is not a Party to it.
- 7.4 Producer shall be responsible for protecting its Generating Facility and its Interconnection Facilities from damage by reason of the electrical disturbances or faults caused by the operation, faulty operation, or non-operation of SDG&E's facilities, and SDG&E shall not be liable for any damage so caused.
- 7.5 Notwithstanding Paragraphs 7.1 – 7.4 of this Agreement, the liability, if any, of the Government relating to this Agreement, for injury or loss of property, or personal injury or death shall be governed exclusively by the provisions of the Federal Tort Claims Act (28 U.S.C. §§ 1346, and 2671-2680). Subject to applicable Federal, State and local law, each Party's liability to the other 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 damages actually incurred, and in no event shall either Party be liable to the other for any indirect, special, consequential, or punitive damages.

8. INSURANCE [INTENTIONALLY LEFT BLANK]

9. REVIEW OF RECORDS AND DATA

9.1 SDG&E shall have the right to review and obtain copies of CG's operations and maintenance records, logs, or other information such as, unit availability, maintenance outages, circuit breaker operation requiring manual reset, relay targets and unusual events pertaining to CG's Generating Facility or its Interconnection with SDG&E's Distribution System.

9.2 CG authorizes to release to the California Energy Commission (CEC) information regarding CG's facility, including CG name, location, size, and operational characteristics of the unit, as requested from time to time pursuant to the CEC's rules and regulations.

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

10.1 Matters involving the interpretation of tariffed retail rates, tariff rate schedules, and tariffed terms provided under this Agreement are subject to the jurisdiction and regulation of the California Public Utilities Commission except to the extent that same are determined to be preempted by Federal law.

10.2 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.

10.3 The interconnection and services provided under this Agreement shall at all times be subject to the terms and conditions set forth in the tariffs applicable to the electric service provided by SDG&E. Copies of such tariffs are available at SDG&E's Internet site: www.sdge.com or by request to SDG&E and are incorporated into this Agreement by this reference.

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

10.5 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 or in SDG&E's Rule 1 or Rule 21, Section H. If any term is defined in both Rule 1 and Rule 21, the definition in Rule 21 shall prevail.

11. AMENDMENT, MODIFICATIONS, WAIVER OR ASSIGNMENT:

11.1 This Agreement may not be altered or modified by either of the Parties, except by an instrument in writing executed by each of them.

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

- 11.3 This Agreement shall supersede any existing agreement under which CG is currently operating the Generating Facility identified in Section 2, herein, and any such agreement shall be deemed terminated as of the date this Agreement becomes effective.
- 11.4 This Agreement contains the entire agreement and understanding between the Parties, their agents, and employees as to the subject matter of this Agreement. Each party also represents that in entering into this Agreement, it has not relied on any promise, inducement, representation, warranty, agreement or other statement not set forth in this Agreement.
- 11.5 Neither Party shall voluntarily assign this Agreement or any of its rights or duties hereunder without the written consent of the other Party, which consent shall not be unreasonably withheld. Any such assignment or delegation made without such written consent shall be null and void.

12. NOTICES

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

If to SDG&E: San Diego Gas & Electric Company
 Attention: _____
 Address: _____
 City: _____
 Phone: () _____
 FAX: () _____

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

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

13. DOCUMENTS INCLUDED; DEFINED TERMS

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

- Appendix A- Description of Generating Facility and Single-Line Diagram
- Appendix B- (When applicable) Copy of interconnection facility financing and ownership agreement

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

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

14. TERM AND TERMINATION OF AGREEMENT

- 14.1 This Agreement shall become effective when signed by CG and SDG&E, and shall remain in effect thereafter from month to month unless terminated by either Party on thirty (30) days' prior written notice in accordance with Section 12; the termination of the statutory or regulatory authority for the NEM program; or ten (10) years after the effective date of this Agreement.
- 14.2 This Agreement shall terminate, without notice, upon: (a) termination of the electric distribution service provided to CG by SDG&E; or (b) changes to CG's electric load which cause CG to no longer satisfy all requirements of the definition of an Eligible CG set forth in Section 2827(b)(5) of the California Public Utilities Code.

15. ENTIRE AGREEMENT

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

16. TRANSITION PROVISIONS FOR ELIGIBLE GENERATORS

Customers receiving service on the current NEM tariffs prior to the date that SDG&E reaches its NEM program limit or July 1, 2017, whichever is earlier, are subject to the transition provisions as outlined in the applicable NEM rate schedule.

17. SIGNATURES

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

_____ (CG NAME)	SAN DIEGO GAS & ELECTRIC COMPANY
By: _____ Name: _____ Title: _____ Date: _____	By: _____ Name: _____ Title: _____ Date: _____

APPENDIX A

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

APPENDIX B

(When applicable)

Copy of interconnection facility financing and ownership agreement



San Diego Gas & Electric Company
San Diego, California

Revised Cal. P.U.C. Sheet No. 24927-E

Canceling Revised Cal. P.U.C. Sheet No. 22939-E

SAMPLE FORMS
FORM 142-02760.5

Sheet 1

San Diego Gas & Electric Company

Interconnection Agreement for
Virtual Net Energy Metering

(05/14)

(See Attached From)

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1P5

Advice Ltr. No. 2605-E

Decision No. D.14-03-041

Issued by
Lee Schavrien
Senior Vice President
Regulatory Affairs

Date Filed May 19, 2014

Effective _____

Resolution No. _____



**SAN DIEGO GAS & ELECTRIC COMPANY
INTERCONNECTION AGREEMENT FOR VIRTUAL NET ENERGY METERING**

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

1. SCOPE AND PURPOSE

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

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

2. SUMMARY OF GENERATING FACILITY AND CG ACCOUNT

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

2.2 CG Meter Number: _____

2.3 CG Account Number: _____

2.4 Applicable Rate Schedule: _____

2.5 Generating Facility Location:

Name: _____

Address: _____

City / Zip: _____

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

2.6 Generating Facility Nameplate Rating (kW): _____

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

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

3. GENERATING FACILITY INTERCONNECTION AND DESIGN REQUIREMENTS

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

4. METERING AND BILLING

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

5. DISCONNECTION, INTERRUPTION OR REDUCTION OF DELIVERIES

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

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

6. ACCESS TO PREMISES

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

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

7. INDEMNITY AND LIABILITY

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

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

8. INSURANCE

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

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

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

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

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

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

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

9. REVIEW OF RECORDS AND DATA

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

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

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

11. AMENDMENT, MODIFICATIONS, WAIVER OR ASSIGNMENT:

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

12. NOTICES

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

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

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

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

13. DOCUMENTS INCLUDED; DEFINED TERMS

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

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

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

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

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

14. TERM AND TERMINATION OF AGREEMENT

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

14.2 This Agreement shall terminate, without notice, upon: (a) termination of the electric distribution service provided to CG by SDG&E; or (b) changes to CG's electric load which cause CG to no longer satisfy all requirements of the definition of an Eligible CG set forth in Section 2827(b)4 of the California Public Utilities Code.

15. ENTIRE AGREEMENT

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

15. TRANSITION PROVISIONS FOR ELIGIBLE GENERATORS

Customers receiving service on the current NEM tariffs prior to the date that SDG&E reaches its NEM program limit or July 1, 2017, whichever is earlier, are subject to the transition provisions as outlined in the applicable NEM rate schedule.

16. SIGNATURES

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

(CG NAME)

SAN DIEGO GAS & ELECTRIC COMPANY

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

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



San Diego Gas & Electric Company
San Diego, California

Revised Cal. P.U.C. Sheet No. 24928-E

Canceling Revised Cal. P.U.C. Sheet No. 23444-E

SAMPLE FORMS

Sheet 1

FORM 142-02762

Fuel Cell Generating Facility Net Energy Metering
and Interconnection Agreement

(05/14)

(See Attached Form)

T

1P4

Advice Ltr. No. 2605-E

Decision No. D.14-03-041

Issued by
Lee Schavrien
Senior Vice President
Regulatory Affairs

Date Filed May 19, 2014

Effective _____

Resolution No. _____



**SAN DIEGO GAS & ELECTRIC COMPANY
FUEL CELL GENERATING FACILITY NET ENERGY METERING
AND INTERCONNECTION AGREEMENT**

This Fuel Cell Generating Facility Net Energy Metering and Interconnection Agreement ("Agreement") is entered into by and between (*Producer's Name*) a (*form of entity & state of registration*) ("Producer"), 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." In consideration of the mutual promises and obligations stated in this Agreement and its attachments, the Parties agree as follows:

1. SCOPE AND PURPOSE

This Agreement provides for Producer to interconnect and operate an Eligible Fuel Cell Electrical Generating Facility, as defined section 2827.10 of the California Public Utilities Code ("Generating Facility"), in parallel with SDG&E's Distribution System to serve the electrical loads at the location identified in Section 2.2, below.

2. SUMMARY AND DESCRIPTION OF PRODUCER'S GENERATING FACILITY

2.1 A description of the Generating Facility, including a summary of its significant components and a single-line diagram showing the general arrangement of how Producer's Generating Facility and loads are interconnected with SDG&E's Distribution System are attached as Appendix A and made a part of this Agreement.

2.2 Name and address used by SDG&E to locate the Electric Service Account(s) used to interconnect the Generating Facility with SDG&E's Distribution System:

Name: _____

Address: _____

City / Zip: _____

2.3 Generating Facility identification number: _____ (Assigned by SDG&E)

2.4 Producer's electric service account number: _____ (Assigned by SDG&E)

2.5 The Gross Nameplate Rating of the Generating Facility is _____ kW.

2.6 The Net Nameplate Rating of the Generating Facility is _____ kW.

2.7 The annual energy production of the Generating Facility is expected to be _____ kWh.

2.8 The annual amount of surplus energy to be delivered to SDG&E's Distribution System is expected to be _____ kWh.

2.9 The maximum (instantaneous) level of power that may be delivered to SDG&E's Distribution System is _____ kW.

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

2.11 Producer hereby declares that the Generating Facility meets the requirements for an "Eligible Fuel Cell Electrical Generating Facility", as defined in Section 2827.10 of the California Public Utilities Code.

3. METERING AND BILLING:

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

4. DISCONNECTION, INTERRUPTION OR REDUCTION OF DELIVERIES:

4.1 SDG&E may require Producer to interrupt or reduce the output of its Generating Facility under the following circumstances:

- (a) Whenever SDG&E deems it necessary in its sole judgment, to construct, install, maintain, repair, replace, remove, investigate, or inspect any of its equipment or any part of its electric system; or
- (b) Whenever SDG&E determines in its sole judgment, that curtailment, interruption, or reduction of Producer's electrical generation is otherwise necessary due to emergencies, forced outages, force majeure, or compliance with prudent electrical practices.

4.2 Notwithstanding any other provision of this Agreement, upon termination of this Agreement or at any time SDG&E determines the continued parallel operation of the Generating Facility may endanger the public or SDG&E personnel, or affect the integrity of SDG&E's electric system or the quality of electric service provided to other customers, SDG&E shall have the right to require the Generating Facility to be immediately disconnected from SDG&E's electric system. The Generating Facility shall remain disconnected until such time as SDG&E is satisfied, in its sole judgment, that the condition(s) causing such disconnection have ended or have been corrected.

4.3 Whenever feasible, SDG&E shall give Producer reasonable notice of the possibility that interruption or reduction of deliveries may be required.

4.4 Electrical energy and capacity provided to Producer during periods of curtailment or interruption of the output of the Generating Facility shall be provided pursuant to the terms of the rate schedule(s) applicable to the electric service account to which the Generating Facility is connected.

5. TERM AND TERMINATION

5.1 This Agreement shall become effective as of the last date entered in Section 17 of this Agreement. The Agreement shall continue in full force and effect until the earliest date that one of the following events occurs:

- (a) The Parties agree in writing to terminate the Agreement, or
- (b) Unless otherwise agreed in writing by the Parties, at 12:01 A.M. on the day following the date the electric service account through which Producer's Generating Facility is Interconnected to SDG&E's Distribution System is closed or terminated, or
- (c) At 12:01 A.M. on the 61st day after Producer or SDG&E provides written Notice pursuant to Section 10 of this Agreement to the other Party of Producer's or SDG&E's intent to terminate this Agreement.

5.2 Producer may elect to terminate this Agreement pursuant to the terms of Section 5.1(c) for any reason. SDG&E may elect to terminate this Agreement pursuant to the terms of Section 5.1(c) for one or more of the following reasons:

SAN DIEGO GAS & ELECTRIC
FUEL CELL GENERATING FACILITY NET ENERGY METERING
AND INTERCONNECTION AGREEMENT

- (a) A change in applicable tariffs as approved or directed by the California Public Utilities Commission (CPUC) or a change in any local, state or federal law, statute or regulation, either of which materially alters or otherwise affects SDG&E's ability or obligation to perform SDG&E's duties under this Agreement; or,
 - (b) Unless otherwise agreed in writing by the Parties, Producer fails to take all corrective actions specified in SDG&E's Notice that Producer's Generating Facility is out of compliance with the terms of this Agreement within the time frame set forth in such Notice; or,
 - (c) Producer fails to interconnect and operate the Generating Facility per the terms of this Agreement prior to 120 days after the date set forth in Section 2.10 of this Agreement as the Generating Facility's expected date of Initial Operation; or,
 - (d) Producer abandons the Generating Facility. SDG&E shall deem the Generating Facility to be abandoned if SDG&E determines, in its sole opinion, the Generating Facility is non-operational and Producer does not provide a substantive response to SDG&E's notice of its intent to terminate this Agreement as a result of Producer's apparent abandonment of the Generating Facility affirming Producer's intent and ability to continue to operate the Generating Facility.
- 5.3 Notwithstanding any other provisions of this Agreement, SDG&E shall have the right to unilaterally file with the CPUC, pursuant to the CPUC's rules and regulations, an application to terminate this Agreement.
- 5.4 Any agreements attached to and incorporated into this Agreement shall terminate concurrently with this Agreement unless the Parties have agreed otherwise in writing.

6. GENERATING FACILITY OPERATION

Producer will operate the Generating Facility consistent with the requirements as specified in Rule 21 or Schedule NEM-FC, or such superseding applicable tariffs as the CPUC may from time to time order.

7. INTERCONNECTION FACILITIES

- 7.1 Producer and/or SDG&E, as appropriate, shall provide Interconnection Facilities that adequately protect SDG&E's Distribution System, personnel, and other persons from damage or injury which may be caused by the operation of Producer's Generating Facility.
- 7.2 Producer shall be solely responsible for the costs, design, purchase, construction, operation, and maintenance of the Interconnection Facilities that Producer owns.
- 7.3 If the provisions of SDG&E's Rule 21, or any other tariff approved by the CPUC, requires SDG&E to own and operate a portion of the Interconnection Facilities, Producer and SDG&E shall promptly execute an agreement that establishes and allocates responsibility for the design, installation, operation, maintenance, and ownership of the Interconnection Facilities. This agreement shall be attached to and made a part of this Agreement as Appendix B.

8. INDEMNITY AND LIABILITY:

- 8.1 Each Party as indemnitor shall defend, hold harmless, and indemnify the other Party and the directors, officers, employees, and agents of the other Party against and from any and all loss, liability, damage, claim, cost, charge, demand, or expense (including any direct, indirect or consequential loss, liability, damage, claim, cost, charge, demand, or expense, including retained or in-house attorneys' fees) for injury or death to persons, including employees of either Party, and damage to property, including property of either Party, arising out of or in connection with (a) the engineering, design, construction, maintenance, repair, operation, supervision, inspection, testing, protection or ownership of the indemnitor's facilities, or (b) the making of replacements, additions, betterments to, or reconstruction of the indemnitor's facilities. This indemnity shall apply notwithstanding the active or passive negligence of the indemnitee. However, neither Party shall be indemnified hereunder for its loss, liability, damage, claim, cost, charge, demand, or expense resulting from its sole negligence or willful misconduct.

- 8.2 The indemnitor shall, on the other Party's request, defend any suit asserting a claim covered by this indemnity and shall pay for all costs, including reasonable attorney fees, which may be incurred by the other Party in enforcing this indemnity.
- 8.3 The provisions of this Section shall not be construed to relieve any insurer of its obligations to pay any insurance claims in accordance with the provisions of any valid insurance policy.
- 8.4 Except as otherwise provided in Section 8.1 neither Party shall be liable to the other Party for consequential damages incurred by that Party.
- 8.5 Nothing in this Agreement shall create any duty, any standard of care with reference to, or any liability to any person who is not a party to it.
- 8.6 Notwithstanding the provisions of Section 7.1, Customer shall be responsible for protecting its Generating Facility from damage by reason of the electrical disturbances of faults caused by the operation, faulty operation, or non-operation of SDG&E's facilities, and SDG&E shall not be liable for any such damage so caused.

9. INSURANCE

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

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

- 9.2 The general liability insurance required in Section 9.1 shall, by endorsement to the policy or policies, (a) include SDG&E as an additional insured; (b) contain a severability of interest clause or cross-liability clause; (c) provide that SDG&E shall not by reason of its inclusion as an additional insured incur liability to the insurance carrier for payment of premium for such insurance; and (d) provide for thirty (30) calendar days' written notice to SDG&E prior to cancellation, termination, alteration, or material change of such insurance.
- 9.3 If Producer's Generating Facility is connected to an account receiving residential service from SDG&E and the requirement of Section 9.2(a) prevents Producer from obtaining the insurance required in Section 9.1, then upon Producer's written Notice to SDG&E in accordance with Section 10.1, the requirements of Section 9.2(a) shall be waived.
- 9.4 Evidence of the insurance required in Section 9.2 shall state that coverage provided is primary and is not in excess to or contributing with any insurance or self-insurance maintained by SDG&E.
- 9.5 Producer agrees to furnish the required certificates and endorsements to SDG&E prior to Initial Operation. SDG&E shall have the right to inspect or obtain a copy of the original policy or policies of insurance.
- 9.6 If Producer is self-insured with an established record of self-insurance, Producer may comply with the following in lieu of Sections 9.1 through 9.4:

SAN DIEGO GAS & ELECTRIC
FUEL CELL GENERATING FACILITY NET ENERGY METERING
AND INTERCONNECTION AGREEMENT

- (a) Producer shall provide to SDG&E, at least thirty (30) calendar days prior to the date of Initial Operation, evidence of an acceptable plan to self-insure to a level of coverage equivalent to that required under Section 9.1.
- (b) If Producer ceases to self-insure to the level required hereunder, or if Producer is unable to provide continuing evidence of Producer's ability to self-insure, Producer agrees to immediately obtain the coverage required under Section 9.1.

9.7 All insurance certificates, statements of self insurance, endorsements, cancellations, terminations, alterations, and material changes of such insurance shall be issued and submitted to the following:

San Diego Gas & Electric Company
Attention: _____
Address: _____
City/Zip: _____

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: _____
Address: _____
City/Zip: _____
Phone: () _____
FAX: () _____

If to Producer: Producer Name _____
Address: _____
City/Zip: _____
Phone: () _____
FAX: () _____

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 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 one Party's Notice to the other.

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 such as, unit availability, maintenance outages, circuit breaker operation requiring manual reset, relay targets and unusual events pertaining to Producer's Generating Facility or its Interconnection with SDG&E's Distribution System.

11.2 Producer authorizes SDG&E to release to the California Energy Commission (CEC) and/or the CPUC information regarding the Generating Facility, including the Producer's name and location, and the size, location and operational characteristics of the generating facility, as requested from time to time pursuant to the CEC's or CPUC's rules and regulations.

12. AMENDMENT, MODIFICATIONS, WAIVER OR ASSIGNMENT:

- 12.1 This Agreement may not be altered or modified by either of the Parties, except by an instrument in writing executed by each of them.
- 12.2 None of the provisions of this Agreement shall be considered waived by a Party unless such waiver is given in writing. The failure of a Party to insist in any one or more instances upon strict performance of any of the provisions of this Agreement or to take advantage of any of its rights hereunder shall not be construed as a waiver of any such provisions or the relinquishment of any such rights for the future, but the same shall continue and remain in full force and effect.
- 12.3 This Agreement shall supersede any existing agreement under which Producer is currently operating the Generating Facility identified in Section 2.2, herein, and any such agreement shall be deemed terminated as of the date this Agreement becomes effective.
- 12.4 This Agreement contains the entire agreement and understanding between the Parties, their agents, and employees as to the subject matter of this Agreement. Each Party also represents that in entering into this Agreement, it has not relied on any promise, inducement, representation, warranty, agreement or other statement not set forth in this Agreement.
- 12.5 Neither Party shall voluntarily assign this Agreement or any of its rights or duties hereunder without the written consent of the other Party, which consent shall not be unreasonably withheld. Any such assignment or delegation made without such written consent shall be null and void.

13. GOVERNING LAW, JURISDICTION OF COMMISSION, INCLUSION OF SDG&E TARIFF SCHEDULES, DEFINED TERMS

- 13.1 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.
- 13.2 This Agreement shall, at all times, be subject to such changes or modifications by the CPUC as it may from time to time direct in the exercise of its jurisdiction.
- 13.3 The interconnection and services provided under this Agreement shall at all times be subject to the terms and conditions set forth in the tariffs applicable to the electric service provided by SDG&E. Copies of such tariffs are available at SDG&E's Internet site: www.sdge.com/regulatory or by request to SDG&E and are incorporated into this Agreement by this reference.
- 13.4 Notwithstanding any other provisions of this Agreement, SDG&E shall have the right to unilaterally file with the CPUC, pursuant to the CPUC's rules and regulations, an application for change in tariffs, rates, charges, classification, service, or any agreement relating thereto.

14. DOCUMENTS INCLUDED

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
- Appendix B - Interconnection Facility Financing and Ownership Agreement
- Appendix C - Schedule NEM-FC, Net Energy Metering for Fuel Cell Customer-Generators
- Appendix D - Producer's warranty that the Generating Facility meets the requirements for an "Eligible Fuel Cell Electrical Generating Facility" as defined in Section 2827.10 of the California Public Utilities Code.
- Appendix E - List of eligible Time-of-Use metered service accounts to be aggregated

15. AMENDMENTS AND MODIFICATION

This Agreement can only be amended or modified by a written agreement signed by both Parties. SDG&E shall determine in its sole discretion whether prior CPUC approval is required for such amendments or modifications.

16. ENTIRE AGREEMENT

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

17. TRANSITION PROVISIONS FOR ELIGIBLE GENERATORS

Customers receiving service on the current NEM tariffs prior to the date that SDG&E reaches its NEM program limit or July 1, 2017, whichever is earlier, are subject to the transition provisions as outlined in the applicable NEM rate schedule

18. SIGNATURES

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

PRODUCER'S NAME

SAN DIEGO GAS & ELECTRIC COMPANY

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

APPENDIX A

DESCRIPTION OF GENERATING FACILITY
AND SINGLE-LINE DIAGRAM

(Provided by Producer)

SAN DIEGO GAS & ELECTRIC
FUEL CELL GENERATING FACILITY NET ENERGY METERING
AND INTERCONNECTION AGREEMENT

APPENDIX B
(If Applicable)

INTERCONNECTION FACILITIES
FINANCING AND OWNERSHIP AGREEMENT

(Provided by SDG&E)

APPENDIX C

SCHEDULE NEM-FC
NET ENERGY METERING FOR FUEL CELL CUSTOMER-GENERATORS
(Provided by SDG&E)

APPENDIX D

PRODUCER'S WARRANTY THAT THE GENERATING FACILITY IS
AN ELIGIBLE FUEL CELL ELECTRICAL GENERATING FACILITY
PURSUANT TO SECTION 2827.10 OF THE CALIFORNIA PUBLIC UTILITIES CODE

Producer has declared that the Generating Facility meets the requirements for an "Eligible Fuel Cell Electrical Generating Facility", as defined in Section 2827.10 of the California Public Utilities Code. ("Eligibility 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 meet the Eligibility Requirements. If Producer becomes aware that the Generating Facility has ceased to meet the Eligibility Requirements, Producer shall promptly provide SDG&E with Notice of such change pursuant to Section 10.1 of the Agreement. If at any time during the term of this Agreement SDG&E determines in its sole discretion that Producer's Generating Facility may no longer meet the Eligibility Requirements, SDG&E may require Producer to provide evidence that the Generating Facility continues to meet the Eligibility Requirements within 15 business days of SDG&E's request for 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 Eligibility Requirements. If SDG&E determines in its sole judgment that Producer either failed to provide evidence in a timely manner or that it provided insufficient evidence that its Generating Facility continues to meet the Eligibility Requirements, then the Distributed Energy Resources Generation status of the Generating Facility shall be deemed ineffective until such time as Producer again demonstrates to SDG&E's reasonable satisfaction that the Generating Facility meets the requirements for a Distributed Energy Resources Generation facility (the "Eligibility Status Change").

SDG&E shall revise its records and the administration of this Agreement to reflect the Eligibility Status Change and provide Notice to Producer of the Eligibility Status Change pursuant to Section 10.1 of this Agreement. Such Notice shall specify the effective date of the Eligibility Status Change. This date shall be the first day of the calendar year for which SDG&E determines in its sole discretion that the Generating Facility first ceased to meet the Eligibility Requirements. SDG&E shall invoice the Producer for any tariff charges that were not previously billed during the period between the effective date of the Eligibility Status Change and the date of the Notice in reliance upon Producer's representations that the Generating Facility complied with the Eligibility Requirements and therefore was eligible for the rate treatment available under the Net Energy Metering provisions of SDG&E's Schedule NEM-FC, Net Energy Metering for Fuel Cell Customer-Generators.

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

APPENDIX E
(if applicable)

LIST OF ELIGIBLE LOAD AGGREGATION SERVICE ACCOUNTS
TO INCLUDE IN NET ENERGY METERING CALCULATIONS



San Diego Gas & Electric Company
San Diego, California

Revised Cal. P.U.C. Sheet No. 24929-E

Canceling Revised Cal. P.U.C. Sheet No. 23272-E

SAMPLE FORMS

Sheet 1

FORM 142-02765

NET ENERGY METERING
APPLICATION AND INTERCONNECTION AGREEMENT FOR CUSTOMERS WITH SOLAR
AND/OR WIND ELECTRIC GENERATING FACILITIES OF 30 KILOWATTS OR LESS

(05/14)

(See Attached)

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(Continued)

1P4

Advice Ltr. No. 2605-E

Decision No. D.14-03-041

Issued by
Lee Schavrien
Senior Vice President
Regulatory Affairs

Date Filed May 19, 2014

Effective _____

Resolution No. _____



Net Energy Metering

Application and Interconnection Agreement for Customers with Solar and/or Wind Electric Generating Facilities of 30 Kilowatts or Less

Please note that this Application does not constitute an application for any **rebate** and/or **incentive programs**. For more information on these programs and their specific applications, please contact the California Center for Sustainable Energy at <http://www.energycenter.org> or by phone **1-858-244-1177**.

Customers receiving service on the current NEM tariffs prior to the date that SDG&E reaches its NEM program limit or July 1, 2017, whichever is earlier, are subject to the transition provisions as outlined in the applicable NEM rate schedule.

For more information on the New Solar Homes Partnership (NSHP) or the Emerging Renewable Program (ERP), please go to <http://sdge.com/clean-energy/going-solar/applying-solar-rebates> or www.consumerenergycenter.org/erprebate, respectively, where you will find information about the programs, including the program handbook, reservation request forms with the program contract as well as a list of requirements, FAQ's and resources. For additional questions about the NSHP program, contact an account representative by e-mail at newsolarhomes@sdge.com or by phone at **1-866-631-1744**.

Application Identification (APP ID) Number _____ (for SDG&E's use only)

Please check the appropriate boxes below and continue with this application.

- I am also applying for a CSI rebate, and understand that I will have to apply for CSI rebates separately.
- I am also applying for a NSHP rebate, and understand that I will have to apply for the NSHP rebates separately.
- I am applying for any rebates.

Solar/wind system method of payment:

- Lease – Who is the third party owner? (_____)
- “or”
- Purchase (Please provide the installed cost? \$ _____)

Part I – Identifying the Generating Facility's Location and Responsible Parties

A. Applicability and Purpose:

This *NET ENERGY METERING APPLICATION AND INTERCONNECTION AGREEMENT FOR CUSTOMERS WITH SOLAR AND/OR WIND ELECTRIC GENERATING FACILITIES OF 30 KW OR LESS* ("Agreement") applies to electric rate schedule NEM, Net Energy Metering Service (NEM) for Customer-Generators ("Customer") who interconnect a solar and/or wind turbine electrical Generating Facility, or a hybrid system of both, with an aggregate capacity of 30 kilowatts (kW) or less that is located on Customer's premises, and that operates in parallel with San Diego Gas and Electric Company's ("SDG&E") Distribution System.

The purpose of this Agreement is to allow the Customer to interconnect with SDG&E's Distribution System, subject to the provisions of this Agreement and SDG&E's rate schedule NEM. Customer has elected to interconnect and operate its solar and/or wind electric Generating Facility in parallel with SDG&E's Distribution System, primarily to offset part or all of the Customer's own electrical requirements at this service point. Customer shall comply at all times with this Agreement as well as with all applicable laws, tariffs and applicable requirements of the Public Utilities Commission of the State of California.

Please complete this agreement in its entirety

B. Description of Service (This Agreement is being filed for, check all that apply):

- New NEM Generating Facility interconnection (at an existing service)
- Physical Changes to an interconnected Generating Facility with previous approval by SDG&E (adding PV panels, changing inverters/turbines or changing load and/or operations).
- New interconnection in conjunction with a new service
 - ↓ An **Application for Service** must be completed. Additional fees may be required if a service or line extension is required (in accordance with SDG&E Electric Rules 15 and 16). Please contact SDG&E at 1-800-411-7343.
- Interconnection under Direct Access (DA)
 - ↓ Customers applying for NEM who are served under **Direct Access** by an Energy Service Provider (ESP) must contact their ESP directly for information regarding the ESP's Net Energy Metering program.
- Interconnection under Community Choice Aggregation Service (CCA Service)
 - ↓ Customers applying for NEM who are served under Community Choice Aggregation Service by a Community Choice Aggregator (CCA) must contact their CCA directly for information regarding the CCA's Net Energy Metering program.

C. Customer Generating Facility Information - Where will the Generating Facility be installed?

Name shown on SDG&E service account (Must match Customer Name on SDG&E bill)		Account Number	Meter Number
Street Address			
City	State	Zip	
Mailing Address			
City	State	Zip	
Business Phone	Home Phone	Fax	Mandatory E-mail

D. Contractor Information (Must be completed even if Contractor will not serve as a SDG&E contact).

Contractor		Company Name	
Mailing Address			
City	State	Zip	
Business Phone	Fax	Mandatory E-mail	
<input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> This contractor is to be used as SDG&E contact and is authorized by Customer to receive confidential Customer information and act on behalf of Customer with respect to this agreement.			

By checking the box above and signing this agreement, Customer authorizes SDG&E to release information to the contact(s) named above regarding Customer's usage and billing information, Generating Facility location, size and

Please complete this agreement in its entirety

operational characteristics as requested in the course of this interconnection process. SDG&E is granted permission to share information with authorized recipients for a period of **three years** from the date this agreement is received by SDG&E. Contact(s) are also authorized to change rate schedules served under and metering arrangements which may result in charges to Customer. Should customer wish to select a different authorization period, Customer may utilize the "Authorization to Receive Customer Information or Act on a Customer's Behalf," which may be found at:

<http://www.sdge.com/clean-energy/apply-nem/apply-nem-resources>

In addition, Customer authorizes SDG&E to release to the California Energy Commission (CEC) information regarding Customer's facility, including customer name and Generating Facility location, size, and operational characteristics, as requested from time to time pursuant to the CEC's rules and regulations.

This agreement is applicable only to the Generating Facility described above and installed at the above location. The Generating Facility may not be relocated or connected to SDG&E's system at any other location without SDG&E's express written consent.

Customer shall be responsible for the design, installation, operation, and maintenance of the Generating Facility and shall obtain and maintain any required governmental authorizations and/or permits.

Part II – Requirements for Interconnection

IN SUBMITTING THIS DOCUMENT, I THE CUSTOMER, UNDERSTAND AND AGREE TO THE FOLLOWING TERMS AND CONDITIONS:

Permission to Interconnect

Customers must not operate their Generating Facility in parallel with SDG&E's Distribution System until they receive written authorization for Parallel Operation from SDG&E. Unauthorized Parallel Operation could result in injury to persons and/or damage to equipment and/or property for which the Customer may be liable.

Safe Operation of your Generating Facility

Notwithstanding any other provision of this Agreement, if at any time SDG&E determines that either (a) the Customer's Facility, or its operation, may endanger SDG&E personnel, or (b) the continued operation of the Customer's Facility may endanger the safe and reliable operation of SDG&E's electrical system, SDG&E shall have the right to disconnect the Facility from SDG&E's system. Customer's Facility shall remain disconnected until such time as SDG&E is satisfied that the unsafe condition(s) have been corrected.

Meter Access

Your meter must be installed in a safe SDG&E-accessible location and remain unobstructed by locked gates or pets. Additionally, meter access must be maintained at all times for meter reading and system maintenance. Any animals owned by the customer, including pet dogs, should not have access to these areas to avoid hindering SDG&E service personnel, preventing them from completing their work. If your self contained meter is being utilized in lieu of an AC disconnect switch, the meter must be accessible at all times and cannot be located within a residence or garage.

Document and Fee Requirements

Other Documents and/or Fees *may* be required and there may be requirements for interconnection in addition to the below list, depending on the specifics of the planned Generating Facility. Other approvals and/or other agreements may be needed for special SDG&E programs or regulatory agency requirements.

Stale Agreements

If this agreement is still pending **two years from its date of submittal** and customer has not met all of the requirements, SDG&E will close this application and Customer will be required to submit a new application should Customer wish to take service on Schedule NEM.

A. Agreement Package

These documents are needed to ensure safe and reliable operation of SDG&E's Distribution System and to confirm that Customer's interconnection has been performed in accordance with SDG&E's tariffs. **To insure prompt attention and authorization of your project and to avoid any delays, we would like to receive your complete packages two (2) weeks or more before city or county electrical inspection is released.** As SDG&E receives the documentation described in Sections (1) through (5) below, SDG&E will begin to process the application.

Please complete this agreement in its entirety

Required Documents for New Applicants:

1. A completed copy of this **Agreement**. *Please note:* the Customer name (as identified in Part I, Section C) must be the same name as on the SDG&E bill. In this Agreement, Customer will confirm their otherwise-applicable rate schedule (OAS), establishing how Customer's monthly usage or net generation will be charged/credited. Customer-initiated rate changes are governed in accordance with SDG&E's Electric Rule 12.
2. A **single-line diagram** showing Customer's actual installation of his/her Generating Facility. The diagram must include the electrical rating and operating voltages of the significant electrical components such as the service panel, the disconnect switch (if required), inverters, all wind and/or photovoltaic generators, circuit breakers and other protective devices of the Generating Facility, the general location of the Customer's loads relative to the Generating Facility, and the interconnection with SDG&E's Distribution System. The diagram must include the following information:

- a. A description and location of the visible, lockable **AC disconnect switch** if present.

Effective January 01, 2010, customers installing inverter-based systems will no longer be required to include an AC disconnect switch when the facility has a self-contained electric revenue meter (i.e., 0-320 amp socket-based meters or 400 amp K-based meters). This type of meter is used by the vast majority of all SDG&E customers.

To accommodate this change while maintaining utility operating safety needs, the revenue meter, when appropriate, may be temporarily removed by SDG&E to isolate the customer's inverter from the electric distribution system. Removal of the revenue meter (due to an emergency or maintenance on SDG&E's system) will result in loss of electrical service to the customer's facility or residence for the duration of time that work is actively in progress.

SDG&E *recommends* that customers installing an inverter-based generator consider also installing an AC disconnect switch to facilitate maintenance of the customer's equipment (i.e. inverter, PV arrays, etc) without the need for interrupting service to the customer. The AC disconnect switch provides the additional benefit of allowing SDG&E to isolate the customer's generator from the utility's Distribution System without having to interrupt service to the customer's facility or residence but for customers with 30 kW or smaller generating facilities, the switch is optional.

SDG&E's AC disconnect requirement for Distributed Energy Resources (Distributed Generation) will continue to apply to:

- Inverter-based interconnections having a transformer-rated meter (i.e., all meter panels or switchboards employing the use of potential and current transformers).
 - Non-inverter based generators, including rotating or machine-based generators – regardless if the service meter configuration is transformer-rated or self-contained.
- b. A description of the specific **inverter(s)** used to control the interconnection between SDG&E and the Generating Facility, including rating, brand name, and model number. CEC-certified inverters¹ will pass the requirements for Simplified Interconnection per SDG&E's Electric Rule 21. Non-certified units will require further study and may involve additional costs.
 - c. A complete description of the **generating equipment that the Customer plans to install**. If the Generating Facility includes photovoltaic panels, the description must include the manufacturer name, model number, number of panels, and the nameplate rating. If the Generating Facility includes a wind turbine, the description must include the manufacturer name, model number, number of turbines, and the nameplate rating. Only CEC-certified inverters and certified wind-turbine generators without separate inverters will pass the requirements for Simplified Interconnection. (See the SDG&E website <http://www.sdge.com/business/netMetering.shtml> or the CEC website at: www.gosolarcalifornia.org/equipment).
 - d. A description of how the power output from the inverter is connected to the **main service panel via a branch breaker**. The ampere rating of this branch breaker and the main service panel breaker must be compatible with the output rating of the Generating Facility. The output rating is computed based on the total nameplate rating of the inverter.

¹ The CEC's eligible inverter list can be found under the CSI heading at: www.gosolarcalifornia.org/equipment

- e. If such metering is required, a complete description of the **performance (generation output) meter and related equipment**. The description must include the meter manufacturer, model number and type (socket or panel), as well as any other relevant information (e.g., socket, panels, breakers). If instrument transformers are required, the description should include this information.
3. The final approval by the city or county electrical inspector is required before SDG&E can conduct their field inspection. The **Jurisdictional inspector must notify SDG&E's New Service Department directly**. The Net Energy Department cannot accept copies of an electrical permit.

Part III – General Facility and Rate Information

A. Your current Electric Rate Schedule.

Historical and current electrical rate information may be found at: <http://www.sdge.com/business/ratesTariffs.shtml>. Depending on Customer's rate schedule and metering arrangement, an installation fee and/or reprogramming fee may be required to provide net energy metering.

Customers will be billed monthly. Residential and small commercial customers may, at their option, pay amount for energy monthly or annually, with the understanding that any and all payments will be reconciled at the completion of the true-up period. Agricultural, medium and large commercial customers must pay their total bills monthly. At the end of every twelve (12) billing cycles, or other reconciliation period as provided in Schedule NEM, customer's charges will be totaled including: (1) any unpaid monthly non-energy charges, (2) the charge for any net-energy consumption as defined in rate Schedule NEM. Customer's total payments for the twelve (12) billing cycles or other reconciliation period as provided in Schedule NEM will then be subtracted from the total charges. Customer will then be billed for any balance due. In addition, SDG&E Electric Rules and Rates, including but not limited to Electric Rules 2, 14, 15, 16, and 21, Schedule NEM, and Customer's OAS may apply. For further information on understanding NEM billing, please go to the 'related docs' section of SDG&E's Net Energy Metering website at: <http://www.sdge.com/builderservices/serviceGuide.shtml>

B. Will this account be established in a new subdivision?

- If yes:** (a) who is the developer? _____
 (b) tract number? _____
 (c) name of the development? _____
 (d) please attach a list of lots/addresses included with this application

C. Will an electric vehicle recharging facility be included as part of the load at this location?

- If yes,** will the vehicle recharging facility be separately metered from the residence?
 Solar and/or Wind generators will serve: residence or business (circle one)
 Solar and/or Wind generators will serve both residence and business

D. Expected date SDG&E Receives Final Approval of Jurisdictional Electrical Inspector of Generating Facility?

Date: _____

E. Are there any other generators connected on this account?

- If yes,** specify what kind of generator _____

F. Are there any possible meter access issues?

- If yes,** check all that apply:

<input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> Locked gate	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> Meter located inside of facility/residence
<input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> Restrained animal at meter or AC disconnect switch location	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> Other (Please explain) _____

G. Are you on a Demand Response program?



If yes, what program are you on? _____



(For more information on SDG&E's Demand Response programs see:
<http://www.sdge.com/aboutus/longterm/longtermDemandResponse.shtml>)

Part IV – Description of the Generating Facilities

Use additional sheets, if necessary.

A. AC Disconnect Switch (see Part II, Section A.2.a above for policy on disconnect switches)

List the AC disconnect switch that will be used at this Generating Facility (Enter "N/A" if not applicable).

Disconnect Switch Manufacturer	Disconnect Switch Model Number	Disconnect Switch Rating (amps)

B. Inverters interconnected with SDG&E

List all the inverters that will be interconnected to SDG&E.

Customers with non-standard inverters which do not meet the UL and IEEE requirements specified in Electric Rule 21, or Customers whose aggregate Generating Facility capacity exceeds 15% of the peak load on the distribution line section as described in Electric Rule 21 (Section G.1.m.) require a **Supplemental Review** which may entail a study, additional equipment, and/or other requirements.

No.	Inverter Manufacturer	Inverter Model Number	Inverter Nameplate Rating ² kW (per unit)	Inverter CEC Rating kW (per unit)	Quantity of Inverters	Inverter Output Voltage	Single or Three phase?
1							
2							

C.1. Photovoltaic Generator Equipment

List the photovoltaic (PV) panel information requested below. If the panels are not all identical modules, list the total capacity connected to each inverter you listed above. (Please attach additional sheets if more space is needed).

No.	PV Panel Manufacturer	PV Panel Model	PV Panel Nameplate Rating ³ kW (per unit)	PV Panel CEC Rating kW (per unit)	Quantity of PV Panels	Total Capacity ⁴ (kW)	Inverter number from (B) above (1 or 2)
1							
2							

C. 2. PV Panel Installation (Please choose one): Pitch (i.e., roof pitched) Flat (i.e., roof flat) Tracking (i.e., 1- or 2-axis)

2 The inverter rating equals the nameplate rating, in kW. If there is more than one inverter of one type being installed, the inverter rating equals the nameplate rating of one unit of the model being installed.

3 The inverter rating equals the nameplate rating, in kW. If there are more than one inverter of one type being installed, the inverter rating equals the nameplate rating of one unit of the model being installed.

4 The total capacity is the PV panel (or wind turbine) rating times the quantity.

5 For all generation equipment ratings, please use the nameplate rating found on the equipment or in the equipment specifications.

Please complete this agreement in its entirety

D. Wind Turbine Equipment

List the wind turbine information requested below. If there is more than one wind turbine of the same type, list the total capacity connected to each inverter you listed in B) above. Indicate NONE if the inverter is incorporated in the wind turbine and no inverter is required.

No.	Wind Turbine Manufacturer	Wind Turbine Model	Wind Turbine Nameplate Rating ⁵ kW (per unit)	Wind Turbine CEC Rating (kW) per unit	Quantity of Wind Turbines	Total Capacity (kW)	Turbine Output Voltage	Single or Three Phase	Inverter number from (B) above (1 or 2)
1									

E. Service Panel Short Circuit Interrupting Rating:

For systems larger than 10 kW, what is the short circuit interrupting rating (SCIR) rating of the service panel connected to this generating facility? _____

F. Notices - Mailing Instructions and Assistance:

If you prefer to mail the completed agreement, it may be mailed directly to our NEM department at:

SDG&E'S P.O. BOX ADDRESS	SDG&E'S STREET ADDRESS
San Diego Gas and Electric Company Attention: Net Metering Team Mail Code CP52F P.O. Box 129831 San Diego, California 92123	San Diego Gas and Electric Company Attention: Net Metering Team Mail Code CP52F 8316 Century Park Ct San Diego, California 92123

Internet Agreement Forms:

If this Agreement has been completed on SDG&E's website, with the attachments, it may be automatically submitted via that system. Copies or forms requiring a signature, attachments and any applicable fees described in Part II must be mailed to SDG&E at the address noted above, in Section IV (F), Notices.

G. Indemnity and Liability.

Each party as indemnitor shall defend, hold harmless, and indemnify the other party and the directors, officers, employees, and agents of the other party against and from any and all loss, liability, damages, claim, cost, charge, demand, or expense (including any direct, indirect or consequential loss, liability, damages, claim, cost charge, demand, or expense, including retained or in-house attorneys' fees) for injury or death to persons, including employees of either party, and damage to property, including property of either party, arising out of or in connection with (a) the engineering, design, construction, maintenance, repair, operation, supervision, inspection, testing, protection or ownership of the indemnitor's facility, or (b) the making of replacements, additions betterments to or reconstruction of the indemnitor's facilities. This indemnity shall apply notwithstanding the active or passive negligence of the indemnitee. However, neither party shall be indemnified hereunder for its loss, liability, damage, claim, cost, charge, damage, or expense resulting from its sole negligence or willful misconduct. The indemnitor shall, on the other party's request, defend any suit asserting a claim covered by this indemnity and shall pay for all costs, including reasonable attorney fees, which may be incurred by the other party in enforcing this indemnity.

H. Governing Law

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.

I. Term Of Agreement

This Agreement shall become effective as of the date of SDG&E's issuance of the Permission to Operate Letter after receipt of all applicable fees, required documents, and this completed Agreement. This Agreement shall continue in full force and effect until terminated by either Party providing 30-days prior written notice to the other Party, or when a new Customer takes service with SDG&E operating this approved generating facility. This new Customer will be interconnected subject to the terms and conditions as set forth in Schedule NEM.

J. Governing Authority

This contract shall at all times be subject to such changes or modification by the Public Utilities Commission of the State of California as said Commission may, from time to time, direct in the exercise of its jurisdiction.

CUSTOMER HAS READ IN ITS ENTIRETY AND AGREES— CUSTOMER MUST CHECK BOX.

Customer understands and agrees that it must not operate their Generating Facility in parallel with SDG&E's Distribution System until Customer receives written authorization for Parallel Operation from SDG&E.

Customer Name (Please Print): _____

(Signature): _____ Date: _____

Title: _____

A copy of this signed agreement should be retained with the "Permission to Operate" letter to confirm Interconnection approval



San Diego Gas & Electric Company
San Diego, California

Revised Cal. P.U.C. Sheet No. 24930-E

Canceling Original Cal. P.U.C. Sheet No. 23273-E

SAMPLE FORMS

Sheet 1

FORM 142-02766

NET ENERGY METERING
APPLICATION FOR INTERCONNECTION FOR CUSTOMERS WITH SOLAR AND/OR WIND ONLY
ELECTRIC GENERATING FACILITIES GREATER THAN 30 KILOWATTS UP TO 1000 KILOWATTS

(05/14)

(See Attached)

(Continued)

1P4

Advice Ltr. No. 2605-E

Decision No. D.14-03-041

Issued by
Lee Schavrien
Senior Vice President
Regulatory Affairs

Date Filed May 19, 2014

Effective _____

Resolution No. _____



Net Energy Metering

Application for Interconnection for Customers with Solar and/or Wind ONLY Electric Generating Facilities Greater than 30 Kilowatts up to 1000 Kilowatts

Please note that this Application does not constitute an application for any **rebate** and/or **incentive programs**. For more information on these programs and their specific applications, please contact the California Center for Sustainable Energy at <http://www.energycenter.org> or by phone **1-858-244-1177**.

Customers receiving service on the current NEM tariffs prior to the date that SDG&E reaches its NEM program limit or July 1, 2017, whichever is earlier, are subject to the transition provisions as outlined in the applicable NEM rate schedule.

For more information on the New Solar Homes Partnership (NSHP) or the Emerging Renewable Program (ERP), please go to <http://sdge.com/clean-energy/going-solar/applying-solar-rebates> or www.consumerenergycenter.org/erprebate, respectively, where you will find information about the programs, including the program handbook, reservation request forms with the program contract as well as a list of requirements, FAQ's and resources. For additional questions about the NSHP program, contact an account representative by e-mail at newsolarhomes@sdge.com or by phone at 1-866-631-1744

Application Identification (APP ID) Number _____ (for SDG&E's use only)

Please check the appropriate boxes below and continue with this application.

- I am also applying for a CSI rebate, and understand that I will have to apply for CSI rebates separately.
- I am also applying for a NSHP rebate, and understand that I will have to apply for the NSHP rebates separately.
- I am not applying for any rebates.

Solar/wind system method of payment:

- Lease – Who is the third party owner? (_____)
- “or”
- Purchase (Please provide the installed cost? \$ _____)

Part I – Identifying the Generating Facility's Location and Responsible Parties

A. Applicability and Purpose:

This *NET ENERGY METERING APPLICATION FOR INTERCONNECTION FOR CUSTOMERS WITH SOLAR AND/OR WIND ONLY ELECTRIC GENERATING FACILITIES GREATER THAN 30 KW UP TO 1000 KW* ("Application") applies to electric rate schedules NEM, NEM-V or VNM-A, Net Energy Metering Service (NEMS) for Customer-Generators ("Customer") who interconnect a solar and/or wind turbine electrical Generating Facility, or a hybrid system of both, with an aggregate capacity of greater than 30 kilowatts (kW) but 1000 kilowatts or less that is located on Customer's premises, and that operates in parallel with San Diego Gas and Electric Company's ("SDG&E") Distribution System.

The purpose of this Application is to begin the process for Customers wanting to interconnect with SDG&E's Distribution System, subject to the provisions of this Application, Interconnection Agreement for Net Energy Metering or Virtual Net Energy Metering ("Agreement") and SDG&E's rate schedule NEM, NEM-V or VNM-A. Customer has elected to interconnect and operate its solar and/or wind electric Generating Facility in parallel with SDG&E's Distribution System, primarily to offset part or all of the Customer's own electrical requirements at this service point.

Customer shall comply at all times with the Agreement as well as with all applicable laws, tariffs and applicable requirements of the Public Utilities Commission of the State of California.

B. Description of Service (This Application is being filed for, check all that apply):

- New NEM Generating Facility interconnection (at an existing service).
- Physical Changes to an interconnected Generating Facility with previous approval by SDG&E (adding PV panels, changing inverters/turbines or changing load and/or operations).
- New interconnection in conjunction with a new service
 - ┆ An **Application for Service** must be completed. Additional fees may be required if a service or line extension is required (in accordance with SDG&E Electric Rules 15 and 16). Please contact SDG&E at 1-800-411-7343.
- Interconnection under Direct Access (DA)
 - ┆ Customers applying for NEMS who are served under **Direct Access** by an Energy Service Provider (ESP) must contact their ESP directly for information regarding the ESP's Net Energy Metering program.
- Interconnection under Community Choice Aggregation Service (CCA Service)
 - ┆ Customers applying for NEMS who are served under Community Choice Aggregation Service by a Community Choice Aggregator (CCA) must contact their CCA directly for information regarding the CCA's Net Energy Metering program.

C. Customer Generating Facility Information - Where will the Generating Facility be installed?

Name shown on SDG&E service account (Must match Customer Name on SDG&E bill)		Account Number	Meter Number
Street Address			
City	State	Zip	
Mailing Address			
City	State	Zip	
Business Phone	Home Phone	Fax	Mandatory E-mail

D. Contractor Information (Must be completed even if Contractor will not serve as an SDG&E contact).

Contractor	Company Name		
Mailing Address			
City	State	Zip	
Business Phone	Fax	Mandatory E-mail	
<input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> contractor is to be used as an SDG&E contact and is authorized by Customer to receive confidential Customer information and act on behalf of Customer with respect to this agreement.			

By checking the box in Section D. above, Customer authorizes SDG&E to release information to the contact(s) named above regarding Customer's usage and billing information, Generating Facility location, size and operational characteristics as requested in the course of this interconnection process. SDG&E is granted permission to share information with authorized recipients for a period of **three years** from the effective date of the Agreement. Should Customer wish to select a different authorization period, Customer may utilize the "Authorization to Receive Customer Information or Act on a Customer's Behalf," which may be found at:

<http://www.sdge.com/clean-energy/apply-nem/apply-nem-resources>

In addition, Customer authorizes SDG&E to release to the California Energy Commission (CEC) information regarding Customer's facility, including Customer name and Generating Facility location, size, and operational characteristics, as requested from time to time pursuant to the CEC's rules and regulations.

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

Customer shall be responsible for the design, installation, operation, and maintenance of the Generating Facility and shall obtain and maintain any required governmental authorizations and/or permits.

Part II – Requirements for Interconnection

Permission to Interconnect

Customers must not operate their Generating Facility in parallel with SDG&E's Distribution System until they receive written authorization for Parallel Operation from SDG&E. Unauthorized Parallel Operation could result in injury to persons and/or damage to equipment and/or property for which the Customer may be liable.

Safe Operation of your Generating Facility

Notwithstanding any other provision of the Agreement, if at any time SDG&E determines that either (a) the Customer's Generating Facility, or its operation, may endanger SDG&E personnel, or (b) the continued operation of the Customer's Generating Facility may endanger the safe and reliable operation of SDG&E's electrical system, SDG&E shall have the right to disconnect the Generating Facility from SDG&E's system. Customer's Generating Facility shall remain disconnected until such time as SDG&E is satisfied that the unsafe condition(s) have been corrected.

Meter Access

Your SDG&E electric meter must be installed in a safe SDG&E-accessible location and remain unobstructed by locked gates or pets. Additionally, meter access must be maintained at all times for meter reading and system maintenance. Any animals owned by the Customer, including pet dogs, should not have access to these areas to avoid hindering SDG&E service personnel, preventing them from completing their work.

Document and Fee Requirements

Other Documents and/or Fees *may* be required and there may be requirements for interconnection in addition to those listed below, depending on the specifics of the planned Generating Facility. Other approvals and/or other agreements may be needed for special SDG&E programs or regulatory agency requirements.

Stale Applications

If this **Application** is still pending **two years from its date of submittal** and Customer has not met all of the requirements, SDG&E will close this **Application** and Customer will be required to submit a new application should Customer wish to take service under Schedule NEM, NEM-V or VNM-A.

A. Interconnection Package

Specific documents are needed to ensure safe and reliable operation of SDG&E's Distribution System and to confirm that Customer's interconnection has been performed in accordance with SDG&E's tariffs. **To ensure prompt attention and authorization of your project and to avoid any delays, we would need to receive your complete package two (2) weeks or more before city or county electrical inspection is released.** As SDG&E receives the documentation described in Sections (1) through (5) below, SDG&E will begin to process the application.

Required Documents for New Applicants:

1. Two (2) completed copies of the applicable **Agreement**. **For Schedule NEM:** The Customer must download and print two (2) copies of SDG&E form142-02760 (09/09) from the following link: http://sdge.com/sites/default/files/documents/nem-ELEC_ELEC-SF_142-02760.pdf. **For Schedule NEM-V or VNM-A:** The Customer must download and print two (2) copies of SDG&E form142-02760.5 (06/12) from the

following link: http://regarchive.sdge.com/tm2/pdf/ELEC_ELEC-SF_142-02760_5.pdf

The Customer shall fill out both applicable forms completely, **sign** and **mail both copies** including any attachments to SDG&E at the address noted in Part IV (F), "Notices" herein.

Please note: the Customer name (as identified in Part I, Section C) **must be the same name** as on the SDG&E bill. In the Agreement, Customer will confirm their otherwise-applicable rate schedule (OAS), establishing how Customer's monthly usage or net generation will be charged/credited. Customer-initiated rate changes are governed in accordance with SDG&E's Electric Rule 12.

2. A **single-line diagram** showing Customer's actual installation of his/her Generating Facility (required in Appendix A of the Agreement). The diagram must include the electrical rating and operating voltages of the significant electrical components such as the service panel, the disconnect switch (if required), inverters, all wind and/or photovoltaic generators, circuit breakers and other protective devices of the Generating Facility, the general location of the Customer's loads relative to the Generating Facility, and the interconnection with SDG&E's Distribution System. The diagram must include the following information:
 - a. A description and location of the visible, lockable **AC disconnect switch**.

SDG&E *requires* that a Customer installing an inverter-based generator install an AC disconnect switch to facilitate maintenance of the Customer's equipment (i.e. inverter, PV arrays, etc) without the need for interrupting electric service to the Customer. The AC disconnect switch allows SDG&E to isolate the Customer's Generating Facility from SDG&E's Distribution System without having to interrupt electric service to the Customer's business or residence.

SDG&E's AC disconnect requirement for Distributed Energy Resources (Distributed Generation) will continue to apply to:

 - Inverter-based interconnections having a transformer-rated meter (i.e., all meter panels or switchboards employing the use of potential and current transformers).
 - Non-inverter based generators, including rotating or machine-based generators – regardless if the service meter configuration is transformer-rated or self-contained.
 - b. A description of the specific **inverter(s)** used to control the interconnection between SDG&E and the Generating Facility, including rating, brand name, and model number. CEC-certified inverters¹ will pass the requirements for Simplified Interconnection/Initial Review pursuant to SDG&E's Electric Rule 21. Non-certified units will require further study and may involve additional costs.
 - c. A complete description of the **generating equipment that the Customer plans to install**. If the Generating Facility includes photovoltaic panels, the description must include the manufacturer name, model number, number of panels, and the nameplate rating. If the Generating Facility includes a wind turbine, the description must include the manufacturer name, model number, number of turbines, and the nameplate rating. Only CEC-certified inverters and certified wind-turbine generators without separate inverters will pass the requirements for Simplified Interconnection/Initial Review. (See the SDG&E website <http://www.sdge.com/business/netMetering.shtml> or the CEC website at: www.gosolarcalifornia.org/equipment)
 - d. A description of how the power output from the inverter is connected to the **main service panel via a branch breaker**. The ampere rating of this branch breaker and the main service panel breaker must be compatible with the output rating of the Generating Facility. The output rating is computed based on the total nameplate rating of the inverter.
 - e. If such metering is required, a complete description of the **performance (generation output) meter and related equipment must be provided**. The description must include the meter manufacturer, model number and type (socket or panel), as well as any other relevant information (e.g., socket, panels, breakers). If instrument transformers are required, the description should include this information. For further information please go to SDG&E's Electric Service Standards & Guide Manual website at: <http://www.sdge.com/builderservices/serviceGuide.shtml>

¹ The CEC's eligible inverter list can be found under the CSI heading at: www.gosolarcalifornia.org/equipment

3. The final approval by the city or county electrical inspector is required before SDG&E can conduct their field inspection. The **Jurisdictional inspector must notify SDG&E's New Service Department directly**. The Net Metering Team cannot accept copies of an electrical permit.

Part III – General Facility and Rate Information

A. What is Your current Electric Rate Schedule.

Historical and current electrical rate information may be found at:

<http://sdge.com/rates-regulations/current-and-effective-tariffs/current-and-effective-tariffs>. Depending on Customer's rate schedule and metering arrangement, an installation fee and/or reprogramming fee may be required to provide net energy metering.

Customers will be billed monthly. Only residential and small commercial customers may, at their option, pay their total bills either monthly or annually, with the understanding that any and all payments will be reconciled at the completion of the true-up period. Agricultural, medium and large commercial customers must pay their total bills monthly. At the end of every twelve (12) billing cycles, or other reconciliation period as provided in Schedule NEM, NEM-V or VNM-A Customer's charges will be totaled including: (1) any unpaid monthly non-energy charges, (2) the charge for any net-energy consumption as defined in rate Schedule NEM NEM-V or VNM-A. Customer's total payments for the twelve (12) billing cycles or other reconciliation period as provided in Schedule NEM, NEM-V or VNM-A will then be subtracted from the total charges. Customer will then be billed for any balance due. In addition, SDG&E Electric Rules and Rates, including but not limited to Electric Rules 2, 14, 15, 16, and 21, Schedule NEM, NEM-V or VNM-A and Customer's OAS may apply.

For further information on understanding NEM billing, please view the video entitled "Net Energy Metering (NEM) Billing" located at SDG&E's Net Energy Metering website at: <http://sdge.com/clean-energy/overview/overview>

B. Will this account be established in a new subdivision?

- If yes:** (a) who is the developer? _____
(b) tract number? _____
(c) name of the development? _____
(d) please attach a list of lots/addresses included with this application

C. Will an electric vehicle recharging facility be included as part of the load at this location?

- If yes,** will the vehicle recharging facility be separately metered from the residence?
 Solar and/or Wind generators will serve: residence or business (circle one)
 Solar and/or Wind generators will serve both residence and business

D. Expected date SDG&E Receives Final Approval of Jurisdictional Electrical Inspector of Generating Facility?

Date: _____

E. Are there any other generators connected on this account?

- If yes,** specify what kind of generator _____

F. Are there any possible meter access issues?

- If yes,** check all that apply:

<input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> Locked gate	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> Meter located inside of facility/residence
<input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> Restrained animal at meter or AC disconnect switch location	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> Other (Please explain) _____

G. Are you on a Demand Response program?

- If yes,** what program are you on? _____

(For more information on SDG&E's Demand Response programs see: <http://www.sdge.com/aboutus/longterm/longtermDemandResponse.shtml>)

A. AC Disconnect Switch

List the AC disconnect switch that will be used at this Generating Facility.

Disconnect Switch Manufacturer	Disconnect Switch Model Number	Disconnect Switch Rating (amps)

B. Inverters interconnected with SDG&E

List all the inverters that will be interconnected to SDG&E.

Customers with non-Certified inverters which are not listed on the CEC website referenced on Part II Section A.2.c. above, or Customers whose aggregate Generating Facility capacity exceeds 15% of the peak load on the distribution line section as described in Electric Rule 21 require a **Supplemental Review** which may entail a study, additional equipment, fees and/or other requirements.

No.	Inverter Manufacturer	Inverter Model Number	Inverter Nameplate Rating ² kW (per unit)	Inverter CEC Rating kW (per unit)	Quantity of Inverters	Inverter Output Voltage	Single or Three phase?
1							
2							

C.1. Photovoltaic Generator Equipment

List the photovoltaic (PV) panel information requested below. If the panels are not all identical modules, list the total capacity connected to each inverter you listed above. (Please attach additional sheets if more space is needed).

No.	PV Panel Manufacturer	PV Panel Model	PV Panel Nameplate Rating ³ kW (per unit)	PV Panel CEC Rating kW (per unit)	Quantity of PV Panels	Total Capacity ⁴ (kW)	Inverter number from (B) above (1 or 2)
1							
2							

C. 2. PV Panel Installation (Please choose one): Pitch (i.e., roof pitched) Flat (i.e., roof flat) Tracking (i.e., 1- or 2-axis)

2 The inverter rating equals the nameplate rating, in kW. If there is more than one inverter of one type being installed, the inverter rating equals the nameplate rating of one unit of the model being installed.
 3 The inverter rating equals the nameplate rating, in kW. If there are more than one inverter of one type being installed, the inverter rating equals the nameplate rating of one unit of the model being installed.
 4 The total capacity is the PV panel (or wind turbine) rating times the quantity.
 5 For all generation equipment ratings, please use the nameplate rating found on the equipment or in the equipment specifications.

D. Wind Turbine Equipment

List the wind turbine information requested below. If there is more than one wind turbine of the same type, list the total capacity connected to each inverter you listed in B) above. Indicate NONE if the inverter is incorporated in the wind turbine and no inverter is required.

No.	Wind Turbine Manufacturer	Wind Turbine Model	Wind Turbine Nameplate Rating ⁵ kW (per unit)	Wind Turbine CEC Rating (kW) per unit	Quantity of Wind Turbines	Total Capacity (kW)	Turbine Output Voltage	Single or Three Phase	Inverter number from (B) above (1 or 2)
1									

E. Service Panel Short Circuit Interrupting Rating:

What is the short circuit interrupting rating (SCIR) rating of the service panel connected to this generating facility?

F. Notices - Mailing Instructions and Assistance:

If you prefer to mail the completed agreement, it may be mailed directly to our NEM department at:

SDG&E'S P.O. BOX ADDRESS	SDG&E'S STREET ADDRESS
San Diego Gas and Electric Company Attention: Net Metering Team Mail Code CP52F P.O. Box 129831 San Diego, California 92123	San Diego Gas and Electric Company Attention: Net Metering Team Mail Code CP52F 8316 Century Park Ct San Diego, California 92123

Internet Application Forms:

If this Application has been completed on SDG&E's website, with the attachments, it may be automatically submitted via that system. Copies or forms requiring a signature, attachments and any applicable fees described in Part II must be mailed to SDG&E at the address noted above, in Part IV (F), Notices.

Customer understands and agrees that it must not operate their Generating Facility in parallel with SDG&E's Distribution System until Customer receives written authorization for Parallel Operation from SDG&E.

CUSTOMER HAS READ IN ITS ENTIRETY AND AGREES— CUSTOMER MUST CHECK BOX.

CUSTOMER UNDERSTANDS THAT TO COMPLETE THE INTERCONNECTION APPLICATION PROCESS THEY MUST download and print two (2) copies of "either"

1) SDG&E **Schedule NEM** Interconnection Agreement form142-02760 (09/09) from the following link:
http://sdge.com/sites/default/files/documents/nem-ELEC_ELEC-SF_142-02760.pdf

"or"

2) SDG&E **Schedule NEM-V or VNM-A** Interconnection Agreement form142-02760.5 (06/12) from the following link:
http://regarchive.sdge.com/tm2/pdf/ELEC_ELEC-SF_142-02760_5.pdf

The Customer shall fill out both applicable forms completely, sign and mail both copies including any attachments to SDG&E at the address noted in Part IV (F), "Notices" herein.



TABLE OF CONTENTS

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.

	<u>Cal. P.U.C. Sheet No</u>
TITLE PAGE.....	16015-E
TABLE OF CONTENTS.....	24931, 23819, 24085, 24867, 24932, 24933, 24550-E 24934, 23510, 24935, 23485, 24435, 19529-E
PRELIMINARY STATEMENT:	
I. General Information.....	8274, 18225, 22140-E
II. Balancing Accounts	
Description/Listing of Accounts	19402, 20706-E
California Alternate Rates for Energy (CARE) Balancing Account.....	21639, 21640-E
Rewards and Penalties Balancing Account (RPBA).....	21643, 22802-E
Transition Cost Balancing Account (TCBA).....	22803, 19411, 22804, 22805, 19414-E
Post-1997 Electric Energy Efficiency Balancing Account (PEEEBA).....	19415, 19416-E
Research, Development and Demonstration (RD&D) Balancing Account.....	19417, 19418-E
Renewables Balancing Account (RBA).....	19419, 19420-E
Tree Trimming Balancing Account (TTBA).....	19421, 19422-E
Baseline Balancing Account (BBA).....	21377, 19424-E
EI Paso Turned-Back Capacity Balancing Account (EPTCBA).....	19425-E
Energy Resource Recovery Account (ERRA).....	23826, 23827, 23828, 23829, 23830-E
Low-Income Energy Efficiency Balancing Account (LIEEBA).....	19431, 19432-E
Non-Fuel Generation Balancing Account (NGBA).....	23814, 23815, 23816, 23768-E
Electric Procurement Energy Efficiency Balancing Account (EPEEBA).....	19438-E
Common Area Balancing Account (CABA).....	19439-E
Nuclear Decommissioning Adjustment Mechanism (NDAM).....	22811-E
Pension Balancing Account (PBA).....	19441, 19442-E
Post-Retirement Benefits Other Than Pensions Balancing Account (PBOPBA).....	19443, 19444-E
Community Choice Aggregation Implementation Balancing Account (CCAIBA).....	19445-E

(Continued)

1P8

Advice Ltr. No. 2605-E

Decision No. D.14-03-041

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Lee Schavrien
Senior Vice President
Regulatory Affairs

Date Filed May 19, 2014

Effective _____

Resolution No. _____



TABLE OF CONTENTS

Sheet 5

<u>SCHEDULE NO.</u>	<u>SERVICE</u>	<u>CAL. P.U.C. SHEET NO.</u>
	<u>Lighting Rates</u>	
LS-1	Lighting - Street and Highway – Utility-Owned Installations	24026, 24027, 24028, 12626, 12627, 12628-E 21439-E
LS-2	Lighting - Street and Highway – Customer-Owned Installations	24029, 24030, 24031, 24032, 24033, 22362-E 22363, 22364-E
LS-3	Lighting - Street and Highway - Customer-Owned Installations	24034, 14943, 21441-E
OL-1	Outdoor Area Lighting Service	24035, 20280, 21442-E
OL-2	Outdoor Area Lighting Service Metered – Customer-Owned Installation	24036, 21444, 21445-E
DWL	Residential Walkway Lighting.....	24037, 21450-E
	<u>Miscellaneous</u>	
PA	Power – Agricultural	24038, 20539, 21451-E
PA-T-1	Power – Agricultural – Optional Time-of-Use.....	24039, 24040, 20542, 20543, 21385, 21452-E
TOU-PA	Power - Agricultural Time of Use Service	24859, 24379, 24377, 24378-E
S	Standby Service	24041, 18256, 21453-E
S-I	Standby Service – Interruptible	17678, 6085, 6317-E
SE	Service Establishment Charge.....	18651, 11594-E
DA	Transportation of Electric Power for Direct Access Customers	17679, 14953, 14954, 21894, 15111, 16976-E 21454, 21895-E
NDA	UDC Meter Services for Non-Direct Access Customers	17892, 11850, 11851, 21455, 16427-E
E-Depart	Departing Load Nonbypassable ND & PPP Charges.....	18385-E, 18386-E
BIP	Base Interruptible Program	22951, 22952, 23042, 22954, 22955-E
OBMC	Optional Binding Mandatory Curtailment Plan.....	14625, 15198, 14627, 21948, 21949 21950-E 21951-E
SLRP	Scheduled Load Reduction Program	14584, 22957, 22958, 14587, 18367-E
RBRP	Rolling Blackout Reduction Program.....	18259, 18260, 20546, 18262-E
DBP	Demand Bidding Program.....	23477, 23478, 23479, 23480-E
NEM	Net Energy Metering	24901, 24902, 24903, 24904, 24071, 24072-E 24905, 24906, 24075, 24907, 24908, 24909-E 24079, 24080, 24081, 24082-E
NEM-FC	Net Energy Metering for Fuel Cell Customer Generators.....	24910, 23437, 23438, 23439, 23440, 23441-E 23442, 23442-E
E-PUC	Surcharge to Fund Public Utilities Commission Reimbursement Fee	15214-E
DWR-BC	Department of Water Resources Bond Charge.....	24042-E
DA-CRS	Direct Access Cost Responsibility Surcharge.....	23089, 22456, 21814, 21815-E
CGDL-CRS	Customer Generation Departing Load Cost Responsibility Surcharge.....	19581, 19582, 18583, 18584, 18391-E
CCA	Transportation of Electric Power, For Community Choice Aggregation Customers.....	17894, 17895, 17896, 17897-E
CCA-CRS	Community Choice Aggregation Cost Responsibility Surcharge.....	23090, 21817-E
CCA-INFO	Information Release to Community Choice Providers.....	22783, 17858, 22784, 17860-E
CBP	Capacity Bidding Program	22959, 21178, 23029, 22960, 23460, 22962-E 22963, 21180, 21181, 22964, 22965, 19657-E
UM	Unmetered Electric Service	24043, 19337, 19338-E

T
T
T

(Continued)



TABLE OF CONTENTS

Sheet 6

SCHEDULE OF RATES

SCHEDULE NUMBER	SERVICE	CAL. P.U.C. SHEET NO
<u>Miscellaneous</u>		
WATER	Water Agency Tariff for Eligible Renewables.....	20287,19337,19338-E 20429,20430-E
PTR	Peak Time Rebate	24102, 22926, 23475, 23476-E
CRE	Customer Renewable Energy.....	20882, 20883-E
NEM-V	Virtual Net Metering for Multi-Tenant and Meter Properties.....	24911, 24912, 23333, 23334, 23965-E 23966, 24913, 24914-E
VNM-A	Virtual Net Metering for Multi-Family Affordable Housing.....	24915, 24916, 24917, 24918, 24919-E 24920, 24921, 24922-E
ECO	Energy Credit Option.....	21280, 21281, 21282, 21283-E
SPSS	Station Power Self Supply.....	21625, 21626, 21627, 21628-E
CHP	Combined Heat and Power.....	22625, 22626-E
<u>Commodity Rates</u>		
EECC	Electric Energy Commodity Cost	24328, 24860,24861, 24862, 24382-E 24333, 24334, 24335, 24863, 24384-E 24469, 24386-E
EECC-TOU-A-P	Electric Commodity Cost – Time of Use Plus	24864, 24393, 24394, 24395, 24396-E
EECC-TOU-PA-P	Electric Commodity Cost – Time of Use Plus	24865, 24398, 24399, 24400, 24401-E
EECC-TBS	Electric Energy Commodity Cost – Transitional Bundled Service.....	22903, 22904, 16432, 19750-E
EECC-CPP-D	Electric Energy Commodity Cost – Critical Peak Pricing Default.....	24053, 24059, 20579, 20580, 20581-E 22927, 22928, 22929-E
LIST OF CONTRACTS AND DEVIATIONS.....		14296, 5488, 5489, 6205, 6206, 5492-E 16311, 22320, 5495, 6208, 6209, 8845-E 6109, 5902, 5750, 8808, 8809, 6011-E 8001, 8891, 24064, 22533-E

T
T
T

(Continued)



TABLE OF CONTENTS

Sheet 8

SAMPLE FORMS

<u>Form No.</u>	<u>Date</u>	<u>Applications, Agreements & Contracts</u>	<u>Cal. P.U.C. Sheet No.</u>
101-663A	10-68	Agreement - Bills/Deposits.....	2497-E
101-4152G	6-69	Sign Up Notice for Service.....	1768-E
106-1202	6-96	Contract for Special Facilities.....	9118-E
106-1502C	5-71	Contract for Agricultural Power Service.....	1919-E
106-1959A	5-71	Absolving Service Agreement, _____ Service from Temporary Facilities.....	1921-E
106-2759L	4-91	Agreement for Replacement of Overhead with Underground Facilities.....	7063-E
106-3559	- - -	Assessment District Agreement.....	6162-E
106-3559/1	- - -	Assessment District Agreement.....	6202-E
106-3859	01-01	Request for Service at Secondary/Primary Substation Level Rates.....	14102-E
106-3959	6-96	Contract for Special Facilities Refund.....	9120-E
106-4059	6-96	Contract for Buyout Special Facilities.....	9121-E
106-5140A	10-72	Agreement for _____ Service.....	2573-E
106-15140	5-71	Agreement for Temporary Service.....	1920-E
106-36140	11-73	Agreement for Street Lighting - Schedule LS-1.....	2575-E
106-37140	11-73	Agreement for Street Lighting - Schedule LS2-A.....	2576-E
106-38140	11-73	Agreement for Street Lighting - Schedule LS2-B.....	2577-E
106-13140	6-95	General Street Lighting Contract.....	8785-E
106-14140A	1-79	Street Lighting Contract, Supplement.....	3593-E
106-2059A	6-69	Contract for Outdoor Area Lighting Service.....	1773-E
106-23140	9-72	Contract for Residential Walkway Lighting Service.....	2581-E
106-35140E	11-85	Underground Electric General Conditions.....	5547-E
106-43140	11-85	Overhead Line Extension General Conditions.....	5548-E
106-44140	1-08	Agreement for Extension and Construction of _____.....	20421-E
65502	5-04	Statement Of Applicant's Contract Anticipated Cost For Applicant Installation Project.....	17139-E
107-00559	3-98	Proposal to Purchase and Agreement for Transfer of Ownership of Distribution Systems.....	11076-E
116-2001	12-11	Combined Heat & Power System Contract less than 20 MW	22627-E
116-0501	12-11	Combined Heat & Power System Contract less than 5 MW	22628-E
116-0502	06-12	Combined Heat & Power System Contract less than 500kW	22997-E
117-2159B	- - -	Standard Offer for Power Purchase and Interconnection - Qualifying Facilities Under 100 Kw.....	5113-E
117-2160	05-14	Generating Facility Interconnection Agreement (NEM/Non- NEM Generating Facility Export).....	24923-E
117-2160-A	05-14	Generating Facility Interconnection Agreement (NEM/Non- NEM Generating Facility Export) Federal Government Only..	24924-E
117-2259	8-95	Electronic Data Interchange (EDI) and Funds Transfer Agreement.....	8802-E
118-159	7-91	Group Load Curtailment Demonstration Program - Curtailment Agreement	7153-E
118-00228	7-98	Agreement for Illuminated Transit Shelters.....	11455-E

(Continued)

8P4

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May 19, 2014

Advice Ltr. No. 2605-E

Lee Schavrien

Effective

Senior Vice President
Regulatory Affairs

Decision No. D.14-03-041

Resolution No. _____



TABLE OF CONTENTS

Sheet 10

SAMPLE FORMS

<u>Form No.</u>	<u>Date</u>	<u>Applications, Agreements & Contracts</u>	<u>Cal. P.U.C. Sheet No.</u>
142-732/16	05-13	Residential Rate Assistance Application (Korean).....	23950-E
142-732/17	05-13	Residential Rate Assistance Application (Russian).....	23951-E
142-732/18	05-13	Residential Rate Assistance Application (Tagalog).....	23952-E
142-732/19	05-13	Residential Rate Assistance Application (Thai).....	23953-E
142-740	05-13	Residential Rate Assistance Application (Easy/App)	23954-E
142-959	06-96	Standard Form Contract for Service New Job Incentive Rate Service.....	9129-E
142-1059	06-96	Standard Form Contract for Service New Job Connection Credit.....	9130-E
142-1159	03-94	Standard Form Contract - Use of Rule 20A Conversion Funds to Fund New Job Connection Credit.....	8103-E
142-1359	05-95	Request for Contract Minimum Demand.....	8716-E
142-1459	05-95	Agreement for Contact Closure Service.....	8717-E
142-1559	05-95	Request for Conjunctive Billing.....	8718-E
142-1659	05-95	Standard Form Contract - Credits for Reductions in Overhead to Underground Conversion Funding Levels.....	8719-E
142-01959	01-01	Consent Agreement.....	14172-E
142-02559	01-98	Contract to Permit Billing of Customer on Schedule AV-1 Prior to Installation of all Metering and Equipment Required to Provide a Contract Closure in Compliance With Special Condition 12 of Schedule AV-1.....	11023-E
142-02760	05-14	Interconnection Agreement for Net Energy Metering Solar or Wind Electric Generating Facilities for Other than Residential or Small Commercial of 10 Kilowatts or Less.....	24925-E
142-02760.5	05-14	Interconnection Agreement for Virtual Net Metering (VNM) Photovoltaic Electric Generating Facilities.....	24927-E
142-02760-A	05-14	Interconnection Agreement for NEM Renewable Electricity Generating Facility Federal Government Only.....	24926-E
142-02761	10-03	Biogas Digester Generating Facility Net Energy Metering and Interconnection Agreement.....	16697-E
142-02762	05-14	Fuel Cell Generating Facility NEM and Interconnection Agreement.....	24928-E
142-02763	10-12	NEM/VNM-A Inspection Report.....	23234-E
142-02765	05-14	NEM Application & Interconnection Agreement for Customers with Solar and/or Wind Electric Generating Facilities of 30 kW or Less.....	24929-E
142-02766	05-14	NEM Application for Interconnection for Customers w/Solar/Wind Electric Generating Facilities Greater than 30 kW up to 1000 kW.....	24930-E
142-02768	02-09	Photovoltaic Generation Allocation Request Form.....	21148-E
142-02770	12-12	Generation Credit Allocation Request Form.....	23288-E
142-3201	---	Residential Hotel Application for Residential Rates.....	5380-E
142-3242	---	Agreement for Exemption from Income Tax Component on Contributions and Refundable Advances.....	6041-E
142-4032	05-13	Application for California Alternate Rates for Energy (CARE) Program for Qualified Agricultural Employee Housing Facilities.....	23956-E
142-4035	06-05	Application for California Alternate Rates for Energy (CARE) Program for Migrant Farm Worker Housing Centers.....	18415-E
142-05200	09-12	Generator Interconnection Agreement for Fast Track Process.....	23216-E
142-05201	09-12	Exporting Generating Facility Interconnection Request.....	23217-E
142-05202	01-01	Generating Facility Interconnection Application Agreement....	14152-E
142-05203	10-12	Generating Facility Interconnection Application.....	23236-E
142-05205	07-02	Optional Binding Mandatory Curtailment Plan Contract.....	17729-E
142-05207	04-06	Base Interruptible Program Contract.....	23043-E
142-05209	04-01	No Insurance Declaration.....	15476-E
142-05210	06-04	Rolling Blackout Reduction Program Contract.....	18273-E
142-05211	06-04	Bill Protection Application.....	18273-E
142-05212	07-03	Demand Bidding Program Non-Disclosure Agreement.....	17152-E
142-05215	04-06	Third Party Marketer Agreement for BIP.....	22975-E

(Continued)

10P4

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Lee Schavrien

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Regulatory Affairs

Decision No. D.14-03-041

Resolution No. _____