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July 3, 2014

**Advice 2621-E**  
(San Diego Gas & Electric Company - U902-E)

**SUBJECT: MODIFICATIONS TO THE DEMAND RESPONSE PROGRAMS PURSUANT TO  
DECISION 14-05-025**

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

**BACKGROUND**

The California Public Utilities Commission (Commission) initiated Rulemaking (R.) 13-09-011 in order to enhance the role of demand response programs in meeting the state's long term clean energy goals while maintaining system and local reliability. The Order Instituting Rulemaking (OIR) recognized that completion of this proceeding would not occur prior to the filing deadline for new demand response program applications. Decision (D.) 14-01-004 approved 2015-2016 bridge funding for the demand response programs capped at 2013-2014 budget amounts<sup>1</sup> and required the Investor Owned Utilities<sup>2</sup> (IOUs) to file proposals for such program improvements.

On January 31, 2014, the assigned Commissioner and Administrative Law Judge (ALJ) issued a joint Ruling providing guidance to the Utilities (Guidance Ruling) regarding 2015-2016 demand response program improvement proposals. The Guidance Ruling directed that all proposals meet the following requirements:

- Proposals must either improve program performance or increase the availability or flexibility of a demand response program;
- Proposals may focus on design features or operational, coordination or communication practices but must contain supporting rationale based on data;
- Proposals are limited financially to the 2013-2014 budget cap;
- If proposed improvements make any changes to cost-effectiveness inputs, proposals must include a revised cost-effectiveness analyses pursuant to D.12-04-045; and

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<sup>1</sup> The 2013-2014 budget caps are based on the budgets approved by the Commission in D.12-04-045, D.13-01-024, and D.13-04-017

<sup>2</sup> IOUs consist of San Diego Gas & Electric Company (SDG&E), and Southern California Edison Company (SCE) and Pacific Gas and Electric Company (PG&E)

- Program revisions shall be implementable within 90 days and must be implemented no later than December 31, 2014.

### **Tariff Changes**

Ordering Paragraph (OP) 14 in D.14-05-025<sup>3</sup>, ordered SDG&E to file a Tier 1 Advice Letter implementing the following changes to its tariffs:

1. Capacity Bidding Program (CBP):
  - adding a 30-minute option with a 15% increased incentive;
  - allowing participation of non-residential customers with less than 20kW; and
  - adjust the penalty structure
2. Demand Bidding Program (DBP):
  - Decrease the minimum load reduction from 3MW to 2MW.

### **EFFECTIVE DATE**

This filing is classified as a Tier 1 (effective pending disposition) pursuant to GO 96-B. SDG&E respectfully requests that this filing become effective on or before July 3, 2014, the date filed, in accordance with OP 14 of D.14-05-025.

### **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 no later than July 23, 2014, which is 20 days of the date this Advice Letter was filed with the Commission. There is no restriction on who may file a protest. The address for mailing or delivering a protest to the Commission is:

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

Copies of the protest should also be sent via e-mail to the attention of the Energy Division at [EDTariffUnit@cpuc.ca.gov](mailto:EDTariffUnit@cpuc.ca.gov). A copy of the protest should also be sent via both e-mail and facsimile to the IOUs at the addresses shown below on the same date it is mailed or delivered to the Commission.

Megan Caulson  
Regulatory Tariff Manager  
8330 Century Park Court, Room 32C  
San Diego, CA 92123-1548  
Facsimile No. (858) 654-1879  
E-mail: [MCaulson@semprautilities.com](mailto:MCaulson@semprautilities.com)

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<sup>3</sup> Approved by the Commission on May 15, 2014.

**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.13-09-011, by providing them a copy hereof either electronically or via the U.S. mail, properly stamped and addressed.  
Address changes should be directed to the emails or facsimile numbers above.

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CLAY FABER  
Director – Regulatory Affairs

# CALIFORNIA PUBLIC UTILITIES COMMISSION

## ADVICE LETTER FILING SUMMARY ENERGY UTILITY

MUST BE COMPLETED BY UTILITY (Attach additional pages as needed)

Company name/CPUC Utility No. **SAN DIEGO GAS & ELECTRIC (U 902)**

Utility type:

ELC     GAS  
 PLC     HEAT     WATER

Contact Person: Christina Sondrini

Phone #: (858) 636-5736

E-mail: csondrini@semprautilities.com

### EXPLANATION OF UTILITY TYPE

ELC = Electric    GAS = Gas  
PLC = Pipeline    HEAT = Heat    WATER = Water

(Date Filed/ Received Stamp by CPUC)

Advice Letter (AL) #: 2621-E

Subject of AL: Modifications to Demand Response Programs Pursuant to Decision 14-05-025

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

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

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

D.14-05-025

Does AL replace a withdrawn or rejected AL? If so, identify the prior AL N/A

Summarize differences between the AL and the prior withdrawn or rejected AL<sup>1</sup>: N/A

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

Resolution Required?  Yes  No

Tier Designation:  1  2  3

Requested effective date: 7/3/14

No. of tariff sheets: 20

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: Schedules CBP, DBP2, DBP-DA, Forms 142-05218, 142-05218-N & TOC

Service affected and changes proposed<sup>1</sup>: N/A

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

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

CPUC, Energy Division  
Attention: Tariff Unit  
505 Van Ness Ave.,  
San Francisco, CA 94102  
EDTariffUnit@cpuc.ca.gov

San Diego Gas & Electric  
Attention: Megan Caulson  
8330 Century Park Ct, Room 32C  
San Diego, CA 92123  
mcaulson@semprautilities.com

<sup>1</sup> Discuss in AL if more space is needed.

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

cc: (w/enclosures)

Public Utilities Commission

DRA

S. Cauchois  
R. Pocta  
W. Scott

Energy Division

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

CA. Energy Commission

F. DeLeon  
R. Tavares

Alcantar & Kahl LLP

K. Cameron

American Energy Institute

C. King

APS Energy Services

J. Schenk

BP Energy Company

J. Zaiantz

Barkovich & Yap, Inc.

B. Barkovich

Bartle Wells Associates

R. Schmidt

Braun & Blaising, P.C.

S. Blaising

California Energy Markets

S. O'Donnell  
C. Sweet

California Farm Bureau Federation

K. Mills

California Wind Energy

N. Rader

Children's Hospital & Health Center

T. Jacoby

City of Poway

R. Willcox

City of San Diego

J. Cervantes  
G. Lonergan  
M. Valerio

Commerce Energy Group

V. Gan

CP Kelco

A. Friedl

Davis Wright Tremaine, LLP

E. O'Neill  
J. Pau

Dept. of General Services

H. Nanjo  
M. Clark

Douglass & Liddell

D. Douglass  
D. Liddell  
G. Klatt

Duke Energy North America

M. Gillette

Dynergy, Inc.

J. Paul

Ellison Schneider & Harris LLP

E. Janssen

Energy Policy Initiatives Center (USD)

S. Anders

Energy Price Solutions

A. Scott

Energy Strategies, Inc.

K. Campbell

M. Scanlan

Goodin, MacBride, Squeri, Ritchie & Day

B. Cragg

J. Heather Patrick

J. Squeri

Goodrich Aerostructures Group

M. Harrington

Hanna and Morton LLP

N. Pedersen

Itsa-North America

L. Belew

J.B.S. Energy

J. Nahigian

Luce, Forward, Hamilton & Scripps LLP

J. Leslie

Manatt, Phelps & Phillips LLP

D. Huard

R. Keen

Matthew V. Brady & Associates

M. Brady

Modesto Irrigation District

C. Mayer

Morrison & Foerster LLP

P. Hanschen

MRW & Associates

D. Richardson

Pacific Gas & Electric Co.

J. Clark

M. Huffman

S. Lawrie

E. Lucha

Pacific Utility Audit, Inc.

E. Kelly

San Diego Regional Energy Office

S. Freedman

J. Porter

School Project for Utility Rate Reduction

M. Rochman

Shute, Mihaly & Weinberger LLP

O. Armi

Solar Turbines

F. Chiang

Southern California Edison Co.

M. Alexander  
K. Cini  
K. Gansecki  
H. Romero

TransCanada

R. Hunter  
D. White

TURN

M. Hawiger

UCAN

D. Kelly

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.13-0-011

ATTACHMENT A  
ADVICE LETTER 2621-E

Cal. P.U.C. Sheet No.	Title of Sheet	Canceling Cal. P.U.C. Sheet No.
Revised 25207-E	SCHEDULE CBP, CAPACITY BIDDING PROGRAM, Sheet 1	Revised 22959-E
Revised 25208-E	SCHEDULE CBP, CAPACITY BIDDING PROGRAM, Sheet 2	Revised 21352-E
Revised 25209-E	SCHEDULE CBP, CAPACITY BIDDING PROGRAM, Sheet 3	Revised 23029-E
Revised 25210-E	SCHEDULE CBP, CAPACITY BIDDING PROGRAM, Sheet 4	Revised 22960-E
Revised 25211-E	SCHEDULE CBP, CAPACITY BIDDING PROGRAM, Sheet 5	Revised 23460-E
Revised 25212-E	SCHEDULE CBP, CAPACITY BIDDING PROGRAM, Sheet 6	Revised 22962-E
Revised 25213-E	SCHEDULE CBP, CAPACITY BIDDING PROGRAM, Sheet 7	Revised 22963-E
Revised 25214-E	SCHEDULE CBP, CAPACITY BIDDING PROGRAM, Sheet 8	Revised 21180-E
Revised 25215-E	SCHEDULE CBP, CAPACITY BIDDING PROGRAM, Sheet 9	Revised 21181-E
Revised 25216-E	SCHEDULE CBP, CAPACITY BIDDING PROGRAM, Sheet 10	Revised 22964-E
Revised 25217-E	SCHEDULE CBP, CAPACITY BIDDING PROGRAM, Sheet 11	Revised 22965-E
Revised 25218-E	SCHEDULE DBP, DEMAND BIDDING PROGRAM, Sheet 1	Revised 23477-E
Revised 25219-E	SCHEDULE DBP, DEMAND BIDDING PROGRAM, Sheet 4	Revised 23480-E
Revised 25220-E	SCHEDULE DBP-DA (NAVY), DEMAND BIDDING PROGRAM, DAY AHEAD - NAVY ONLY, Sheet 1	Original 23628-E
Revised 25221-E	SCHEDULE DBP-DA (NAVY), DEMAND BIDDING PROGRAM, DAY AHEAD - NAVY ONLY, Sheet 2	Original 23629-E
Revised 25222-E	SAMPLE FORMS, FORM 142-05218, Sheet 1	Revised 23481-E
Revised 25223-E	SAMPLE FORMS, FORM 142-05218-N, Sheet 1	Original 23632-E
Revised 25224-E	TABLE OF CONTENTS, Sheet 1	Revised 24940-E
Revised 25225-E	TABLE OF CONTENTS, Sheet 5	Revised 24932-E
Revised 25226-E	TABLE OF CONTENTS, Sheet 11	Revised 23635-E



**SCHEDULE CBP**

Sheet 1

CAPACITY BIDDING PROGRAM

APPLICABILITY

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

TERRITORY

Within the entire territory served by the Utility.

RATES

All charges and provisions of a participating customer's otherwise applicable rate schedule shall apply. All charges and provisions of a customer participating through an Aggregator shall apply. Customers who elect to sign up directly with the Utility for participation in the CBP will be paid at a maximum of 80% of the available capacity payment. Aggregators will receive 100% of the capacity payment for the amount of load reduction received in any given month. The tables below set forth the rates that will be paid to Participants under this schedule for each Product type and will be fixed for a three year program cycle.

1. Load Reduction Incentive Payment, Day-Ahead Program Option (\$/kW-month):

Product	May	Jun	Jul	Aug	Sep	Oct
1 to 4 hours	2.43	6.55	14.21	17.56	11.60	3.50
2 to 6 hours	2.74	7.39	16.25	19.99	13.14	3.94
4 to 8 hours	2.81	7.61	16.99	20.76	13.71	4.05

2. Load Reduction Incentive Payment, Day-Of Program Option (\$/kW-month):

Product	May	Jun	Jul	Aug	Sep	Oct
1 to 4 hours	2.91	7.85	17.05	21.08	13.92	4.20
2 to 6 hours	3.29	8.87	19.50	23.99	15.77	4.73
4 to 8 hours	3.38	9.13	20.39	24.91	16.45	4.86

3. Load Reduction Incentive Payment, Day-Of Program 30 Min Option (\$/kW-month):

Product	May	Jun	Jul	Aug	Sep	Oct
1 to 4 hours	3.35	9.03	19.61	24.24	16.00	4.83
2 to 6 hours	3.78	10.20	22.43	27.59	18.13	5.44
4 to 8 hours	3.89	10.50	23.45	28.65	18.92	5.59

(Continued)

1P5

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**Lee Schavrien**

Effective

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Senior Vice President

Resolution No.



**SCHEDULE CBP**

Sheet 2

CAPACITY BIDDING PROGRAM

RATES (Continued)

4. Energy Usage Reduction Incentive Payment, All Program Options (cents/kWh):

The applicable rate to be applied in calculating the Energy Usage Reduction Incentive Payment is generally the daily Utility city gate natural gas price multiplied by the Program dispatch heat rate of 15,000 Btu/kWh for each kilowatt hour of energy reduction during Events. See Energy Usage Reduction Incentive Payment Special Condition 6.b., for a further description of the calculation of the Energy Usage Reduction Incentive Payment, the development of the payment amount, and any payment amount adjustments.

SPECIAL CONDITIONS

1. Definitions: The Definitions of terms used in this schedule are found either herein or in Rule 1, Definitions.

2. Qualifying Customer: Service under this schedule is available to all non-residential time-of-use metered customers who elect to participate. Customers electing to participate in the Program must meet and comply with all of the requirements for such participation as set forth in this Schedule. Participating customers must have the required metering and operable communications equipment installed prior to and while participating in the Program. See Metering Requirement Special Condition 13, for additional details. Participating customers must have the required notification equipment in place prior to participation in the Program. See Event Notification/Communication Special Condition 8, for additional details.

a. Aggregators: In the event customers elect to participate in the Program via an Aggregator, such participation, and such Aggregator's participation in the Program, are subject to the terms and conditions of this schedule and Rule 30, Aggregators for the Capacity Bidding Program (CBP). Customers participating in the Program may designate only one Aggregator at a time for each participating meter and may change such designation only after the expiration of the Minimum Term in respect of such participating meter (unless terminated earlier, as set forth in Term, Special Condition 19). Prior to any changes in the designation or any termination of an Aggregator, a customer shall deliver to the Utility a "Notice to Add, Change or Terminate an Aggregator for Capacity Bidding Program" (Form 142-05302) notifying the Utility of such change or termination.

b. Direct Access and Community Choice Aggregation Customers: The Utility will no longer provide energy payments to Participants or Aggregators for load reductions from DA or CCA customers during CBP events (\$0/kWh), due to the Scheduling Coordinator (SC)-to-SC trade and payment changes to the CBP program. Participants and Aggregators will still receive capacity payments from the Utility for DA or CCA customers' load as applicable under this Schedule. This provision does not prevent DA or CCA customers from entering into arrangements with their respective ESPs or CCAs to receive part or all of the energy benefits derived from the DA or CCA customers' load reductions during CBP events. The Utility will notify existing CBP Participants and Aggregators of this recent SC-to-SC program change.

(Continued)

**Lee Schavrien**  
Senior Vice President





**SCHEDULE CBP**

**CAPACITY BIDDING PROGRAM**

**SPECIAL CONDITIONS (Continued)**

3. **Program Operation:** Participants may nominate from among the following product types ("Products") under the Program:

<u>Day-Ahead Products</u>	<u>Minimum Duration per Event</u>	<u>Maximum Duration per Event</u>	<u>Maximum Cumulative Event Duration Per Operational Month</u>	<u>Maximum Events Per Day</u>
1-4 Hour	1 hour	4 hours	44	1
2-6 Hour	2 hours	6 hours	44	1
4-8 Hour	4 hours	8 hours	44	1

<u>Day-Of Products</u>	<u>Minimum Duration per Event</u>	<u>Maximum Duration per Event</u>	<u>Maximum Cumulative Event Duration Per Operational Month</u>	<u>Maximum Events Per Day</u>
1-4 Hour	1 hour	4 hours	44	1
2-6 Hour	2 hours	6 hours	44	1
4-8 Hour	4 hours	8 hours	44	1

<u>Day-Of 30 Min Products</u>	<u>Minimum Duration per Event</u>	<u>Maximum Duration per Event</u>	<u>Maximum Cumulative Event Duration Per Operational Month</u>	<u>Maximum Events Per Day</u>
1-4 Hour	1 hour	4 hours	44	1
2-6 Hour	2 hours	6 hours	44	1
4-8 Hour	4 hours	8 hours	44	1

Participants may nominate a different Product for each month of the Program's operational season (as set forth below), and any combination of Products for each such operational month in respect of the Nominated Load Reduction for such operational month. Each nominated Product must specify the portion of Nominated Load Reduction associated thereto without overlap between nominated Products for such operational month. Customer participation in within Day-Ahead and/or Day-Of or Day-Of 30 Min product types is defined in Rule 41.

The Program's operational season is from May 1 through October 31.

(Continued)

3P5

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Issued by  
**Lee Schavrien**  
Senior Vice President

Date Filed Jul 3, 2014

Effective \_\_\_\_\_

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

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**SCHEDULE CBP**

Sheet 4

**CAPACITY BIDDING PROGRAM**

**SPECIAL CONDITIONS** (Continued)

3. **Program Operation:** (Continued)

Each operational month of the Program begins and ends at the beginning and ending of such calendar month.

The Program's operational days are Monday through Friday during the Program's operational season, excluding Utility holidays, as defined in Rule 1.

The Program's operational hours are from 11:00 a.m. to 7:00 p.m. during each of the Program's operational days.

- a. **Interruptible Period:** Each interruptible period ("Event") shall be the period of time during which the Utility has informed the Participant to curtail energy consumption by use of a communications process utilizing equipment described in the Event Notification/Communication Special Condition 8.
- b. **Interruptible Period Termination:** An Event will terminate upon notification by the Utility that the Event has ended, provided that an Event shall not continue longer than the duration prescribed therefore for the Product nominated by the Participant as described in the table above.
- c. **Load Reduction Nominations:**
  - i. **Generally:** Participants must submit monthly nominations for the reduction of load ("Load Reduction Nominations") to the Utility no later than fifteen (15) calendar days prior to each Program operational month. All Load Reduction Nominations must allocate the amount of load reduction nominated among each Product nominated for such operational month (such nominated amount, the "Nominated Load Reduction"), without overlap of such Nominated Load Reduction among any such selected Product during such operational month. All Load Reduction Nominations are fixed for their associated operational month, but may change from operational month to operational month. Participants may not submit Load Reduction Nominations unless all requirements specified in this schedule have been met.
  - ii. **Additional Aggregation Requirements:** Load Reduction Nominations submitted by Aggregators must differentiate the amount of Nominated Load Reduction for each nominated Product therein between Bundled customers and DA/CCA customers. A participating customer may be included in only one Aggregator's aggregated group/portfolio for a given operational month. No later than fifteen (15) calendar days prior to the first day of the operational month, each Aggregator must specify which participating customers are to be included in each Product set forth in such Aggregator's Load Reduction Nomination for that operational month. The aggregated group of participating customers for each nominated Product will be used to determine the Baseline (see Customer-Specific Baseline Special Condition 5) and associated Program performance during that operational month.

(Continued)



**SCHEDULE CBP**

CAPACITY BIDDING PROGRAM

SPECIAL CONDITIONS (Continued)

3. Program Operation: (Continued)

- d. Cancellation of Nominations: Any changes or cancellations of Load Reduction Nominations for an operating month must be submitted by the Participant to the Utility not later than fifteen (15) calendar days prior to such operating month. If a Participant fails to nominate a load reduction for a Product for a particular operational month, then the default Nominated Load Reduction therefore shall be zero (0).
- e. Third-Party Coordinators: Utility may contract with one or more third parties ("Coordinators") to assist Utility in the administering, coordination and/or scheduling of the Program and may designate such Coordinators as the sole point of contact in respect of such services by notifying the applicable Participants of such designation.
- f. Program Triggers:
  - i. The Utility may call an Event whenever the Utility's electric system supply portfolio reaches a resource dispatch equivalence of 15,000 Btu/kWh heat rate, or as Utility system conditions warrant.
  - ii. Whenever the California Independent System Operator has issued an alert or warning notice, the California Independent System Operator shall be entitled to request that the utility, at its discretion, call a program event pursuant to this Schedule.

4. Program Availability: An Event may be called during the Program's operational season, operational days and operational hours as defined above. The Program shall be limited as to its availability to Participants based on any limitations that the Utility has in getting communications systems in place. The Utility will staff as quickly as practical to provide this service to as many Participants as quickly as practical so long as communications are in place before service commences.

a. Limitation of Interruptible Periods: Events shall be limited as follows:

- i. Day Ahead: For Participants selecting Day-Ahead Products, Events shall be called by the Utility with notice to such Participants not later than 3:00 p.m. on the day prior to the Event day. Notices will be issued by 3:00 p.m. on the business day immediately prior to a holiday or weekend if a CBP Event is planned for the first business day following the holiday or weekend. The Events shall not exceed the maximum duration (in hours) corresponding with the Product nominated by the Participant as set forth in the table above. The maximum cumulative duration of an Event during any operational month shall not exceed 44 hours.
- ii. Day Of: For Participants selecting Day-Of Products, Events shall be called by the Utility with notice to such Participants by 9:00 a.m. but not later than two (2) hours prior to the commencement of the Event. The Events shall not exceed the maximum duration (in hours) corresponding with the Product nominated by the Participant as set forth in the table above. The maximum cumulative duration of an Event during any operational month shall not exceed 44 hours.

(Continued)



**SCHEDULE CBP**

**CAPACITY BIDDING PROGRAM**

**SPECIAL CONDITIONS** (Continued)

4. **Program Availability:** (Continued)

a. **Limitation of Interruptible Periods:** (Continued)

iii. **Day Of 30 Min:** For Participants selecting Day-Of 30 Min. Products, Events shall be called by the Utility with notice to such Participants no later than Thirty (30) Minutes prior to the commencement of the Event. The Events shall not exceed the maximum duration (in hours) corresponding with the Product nominated by the Participant as set forth in the table above. The maximum cumulative duration of an Event during any operational month shall not exceed 44 hours.

5. **Customer Specific Baseline:** In order to participate in the Program, Participants must have a valid baseline ("Baseline") for each Product nominated each day of an operational month, which Baseline must be established no later than fifteen (15) calendar days prior to the first day of such operational month of the Program. Baselines shall be established as follows:

a. **Participating Customers:** The baseline is equal to the average electricity consumption (in MWh) of the participant during the applicable Program Event hour over the ten (10) immediately preceding similar days prior to the Program Event day. Similar days exclude weekends, holidays, and days when load reductions were requested or when outages were called.

b. **Aggregators:** For Aggregators, the hourly load profile for the aggregated group of participating accounts on such day shall be determined by summing the hour by hour interval metering data for each participating account. The Baseline Hourly Energy Usage is equal to the average electricity consumption (in MWh) of the aggregated group of Participating Accounts during the applicable Program Event hour over the ten (10) immediately preceding similar days prior to the Program Event day. Similar days exclude weekends, holidays, and days when load reductions were requested or when outages were called.

c. **Day-Of Adjustment:** Participants and Aggregators may choose to have their baselines calculated using a Day-Of Adjustment. The Day-Of Adjustment is calculated using the first three of the four hours prior to the event divided by the average load for the same hours using the last 10 weekdays for CBP participants. This Day-Of Adjustment shall not exceed plus or minus 40% of the Participant's calculated baseline. Participants must elect or opt-in to receive this adjustment. The Participant/Aggregator may select a baseline or a baseline with a day-of adjustment for each service account when they nominate for the operating month.

6. **Incentive/Energy Payment and Non-Performance Penalties:**

a. **Load Reduction Incentive Payment:**

i. If the Utility does not call an Event during an operational month, the amount of the Load Reduction Incentive Payment for such operational month is calculated by summing, for each Product nominated in such operational month, the product of the Nominated Load Reduction for such nominated Product and the Load Reduction Incentive Payment rate as set forth in the table above for such nominated Product.

(Continued)

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**SCHEDULE CBP**

**CAPACITY BIDDING PROGRAM**

**SPECIAL CONDITIONS** (Continued)

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

a. **Load Reduction Incentive Payment:** (Continued)

- ii. If the Utility calls one or more Events during an operational month, the amount of the Load Reduction Incentive Payment for such operational month is calculated by summing the Adjusted Event Capacity Payment Amounts for each Product nominated in such operational month, which is calculated as follows: The "Unadjusted Hourly Event Capacity Payment Amount" for each Product nominated in such operational month is equal to the product of the Nominated Load Reduction for such nominated Product and the Load Reduction Incentive Payment rate as set forth in the table above for such nominated Product, divided by the number of Event hours called during such operational month, and the "Adjusted Event Capacity Payment Amount" for each such Product nominated in such operational month is calculated based on the Actual Load Reduction (as defined in the Actual Load Reduction Special Condition 7) for such Product in such operational month:

<u>Actual Load Reduction for such Product</u>	<u>Adjusted Event Capacity Payment Amount for such Product</u>
More than 100 percent of Nominated Load Reduction for such Product	Payment equal to 100 percent of Unadjusted Event Capacity Payment Amount for such Product
75 – 100 percent of Nominated Load Reduction for such Product	Payment calculated by prorating between 90 and 100 percent of Unadjusted Event Capacity Payment Amount for such Product
50 – 74.99 percent of Nominated Load Reduction for such Product	Zero (0)
Less than 50 percent of Nominated Load Reduction for such Product	Penalty equal to (.50 minus Actual Reduction divided by Nominated Load reduction) multiplied by the Unadjusted Event Capacity Payment Amount.

If the Load Reduction Incentive Payment amount as calculated above yields an amount less than zero (i.e. a penalty amount), then such penalty amount shall be payable by Participant to the Utility in accordance with the Disbursement of Payments Special Condition 6.c. below.

b. **Energy Usage Reduction Incentive Payment:**

- i. If the Utility does not call an Event in respect of a Product during an operational month, no monthly Energy Usage Reduction Incentive Payment in respect of such Product is payable for such operational month.

(Continued)

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Effective

Senior Vice President

Decision No. 14-05-025

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



**SCHEDULE CBP**

Sheet 8

CAPACITY BIDDING PROGRAM

SPECIAL CONDITIONS (Continued)

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

b. Energy Usage Reduction Incentive Payment: (Continued)

ii. If the Utility calls one or more Events during an operational month in respect of a Product, bundled customers enrolled directly with SDG&E or through Aggregators are eligible to receive the amount of monthly Energy Usage Reduction Incentive Payment for such Product that is equal to the Actual Load Reduction for such Product times a 15,000 Btu/kWh heat rate times the Utility's delivered natural gas price ("Delivered Natural Gas Price") for each operational day of each such Event (which Delivered Natural Gas Price is determined by the posted California Border Natural Gas Index Price plus the cost of applicable transportation to the Utility's service territory, and adjusted as follows:

(a) Shortfall Energy Amount: In the event of a Shortfall Energy Amount (as defined in the Actual Load Reduction Special Condition 8) in respect of such Product for such operational month, the monthly Energy Usage Reduction Incentive Payment amount for such Product will be reduced by an amount equal to the product of such Shortfall Energy Amount and the greater of (i) the Energy Usage Reduction Incentive Payment Price or (ii) the CAISO hourly SP15 ex-post energy price for each Event hour. If such calculation of Energy Usage Reduction Incentive Payment amount for such Product yields an amount less than zero (i.e. a penalty amount), then such penalty amount shall be payable by Participant to the Utility in accordance with the Disbursement of Payments Special Condition 6c.

(i) the Utility's Delivered Natural Gas Price is not in the right units. EURP price and ISO ex-post are both in \$/MWh.

(b) Excess Energy: In the event that the Actual Load Reduction for such Product during an Event in such operational month exceeds the Nominated Load Reduction for such Product in such operational month (such excess amount, "Excess Energy Amount"), then the Energy Usage Reduction Incentive Payment amount for such Product will be increased by an amount equal to the product of such Excess Energy Amount and the Utility's Delivered Natural Gas Price during the Event; provided, however, that, for purposes of calculating the Energy Usage Reduction Incentive Payment amount, the Excess Energy Amount for a Product cannot exceed 50 percent of the Nominated Load Reduction for such Product.

Direct Access and Community Choice Aggregation are not eligible for the Energy Usage Reduction Incentive payments nor subject to Energy Usage Reduction penalties.

(Continued)

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**SCHEDULE CBP**

CAPACITY BIDDING PROGRAM

SPECIAL CONDITIONS (Continued)

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

c. Disbursement of Payments:

- i. Customers: For customers participating directly with the Utility, the CBP incentive will be calculated based on the customer's Actual Load Reduction. In no case will a customer receive a credit payment for a given hour if it does not meet the minimum energy reduction threshold, as nominated in the monthly Load Reduction Nomination. The billing and payment of Load Reduction Incentive Payments and Energy Usage Reduction Incentive Payments, as well as all other amounts, charges, penalties and fees due and payable in respect of this Program, to or from customers participating in the Program will be paid by the Utility within 30 days after the end of the event operating month, but no more than 60 days after the end of the event operating month will be made in the course of customer's normal billing for services with the Utility consistent with Utility's tariffs.
- ii. Aggregators: The billing and payment of Load Reduction Incentive Payments and Energy Usage Reduction Incentive Payments, as well as all other amounts, charges, penalties and fees due and payable under this schedule, Rule 30 or the Aggregator Contract, to or from Aggregators are set forth in Rule 30.

d. Failure to Pay: In the event a participating customer fails to pay any amounts to the Utility as and when due, the rules governing such failure to pay, and the Utility's and such customer's rights and obligations therewith, as set forth in the Utility's tariff will apply. The Aggregator Contract will set forth the rights and obligations of the Utility and the Aggregator party thereto in respect of any failure to pay amounts as and when due to the Utility.

e. Customer Liability for Aggregator Failure to Pay. If, due to a Shortfall Energy Amount which results in a penalty to be paid by an Aggregator to Utility in respect of Load Reduction Incentive Payments and/or Energy Usage Reduction Incentive Payments, such Aggregator fails (or is deemed to have failed) to fully pay to Utility such penalty amounts, and any security provided by such Aggregator is insufficient to cover such outstanding penalty amounts, then each customer represented by such Aggregator under the applicable Aggregator Contract will be liable for its pro rata share of such outstanding penalty amounts, which pro rata share will be based upon such customer's contribution to such Shortfall Energy Amount.

7. Actual Load Reduction: A Participant's "Actual Load Reduction" during an Event for each Product nominated by such Participant is equal to:

- a. In the case that such Participant is a customer participating directly with the Utility, the extent that the actual energy usage of such customer during such Event for such Product is less than such customer's Baseline for such Product.
- b. In the case that such Participant is an Aggregator, the extent that the actual energy usage of the aggregated group of customers during such Event for such Product is less than such aggregated group of customer's Baseline for such Product.

(Continued)



**SCHEDULE CBP**

CAPACITY BIDDING PROGRAM

SPECIAL CONDITIONS (Continued)

7. Actual Load Reduction: (Continued)

In the event the Actual Load Reduction for such Product during an Event in such operational month is less than the Nominated Load Reduction for such Product in such operational month, such deficient amount is the "Shortfall Energy Amount" for such Product in such operational month.

8. Event Notification/Communication: Participating entities (customers, aggregators, ESPs) must, at their own expense, have access to the Internet and an e-mail address to receive Event notifications via the Internet. In addition, Participants must have, at their own expense, an alphanumeric device that is capable of receiving a text message sent via the Internet. Participants will be notified via the Utility's designated Internet website. As a courtesy, notification may also be given via pager, e-mail, or cellular telephone; however, the official notification shall be posted to the Utility's designated Internet website in accordance with the time parameters set forth herein. No Participating entity may participate in the program until all of these requirements have been met.

9. Event Cancellation: Once an Event has been initiated in accordance with the provisions herein, the Event will not be cancelled; however, the Event may be terminated as provided in the Interruptible Period Termination Special Condition 3.b.

10. Contract Requirement: Participating customers and Aggregators must execute all applicable agreements prescribed by the Utility prior to participation under this schedule. Necessary agreements may include the following:

- a. For Utility customers, a Capacity Bidding Program Customer Contract (Form 142-05300) ("Customer Contract");
- b. For Aggregators, an Aggregator Agreement for Capacity Bidding Program (CBP) (Form 142-05301) ("Aggregator Contract").

11. Multiple Program Participation: Eligibility for Multiple Program Participation is defined in Rule 41.

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

13. Metering Requirement: Each participating customer must have a SDG&E Smart Meter installed. In certain circumstances an approved interval meter and approved meter communications equipment will be installed and read by SDG&E. The Utility must have access to the customer's meter data on a daily basis for a period of no less than ten (10) calendar days to establish a valid customer specific baseline.

An approved interval meter is capable of recording usage in 15-minute intervals and being read remotely by the Utility.

For customers with billed maximum demand of 20 kW or greater during one of the past 12 billing months, the Utility will, if required, provide and install the metering and communication equipment at no cost to the customer.

(Continued)

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**SCHEDULE CBP**

CAPACITY BIDDING PROGRAM

SPECIAL CONDITIONS (Continued)

- 14. Utility Testing: At the Utility's discretion, up to two (2) Events may be called during each operational season for the purpose of testing of the Program ("Test Events"). All notification protocols, as well as all applicable payments and penalties, will apply during Test Events. The only difference between a Test Event and an actual Event is the absence of the prerequisite trigger condition of 15,000 Btu/kWh heat rate criteria. A Test Event may be scheduled on a day-ahead/or day-of/or a day-of 30 Min basis on any applicable weekday, within the operational parameters contained herein. If an actual event is not initiated by late summer a test event will be called during the peak months of August or September.
- 15. Utility Reporting: The Utility will provide the Commission with a periodic report on the performance results of this schedule. The report may contain information on individual Participant performance, which will be provided to the Commission under applicable confidentiality protections. Participants must agree to allow the Utility, the California Energy Commission ("CEC") and their respective agents, employees, contractors, representatives and designees to conduct a site visit for measurement and evaluation, and agree to complete any surveys needed to evaluate the Program. Furthermore, Participants shall provide all load data and background information, under appropriate confidentiality protections needed to complete this evaluation. The data may also be made available to academic researchers, under appropriate confidentiality protections, to facilitate the understanding of demand response.
- 16. Failure to Reduce Energy: A failure to comply with an Event will result in the applicable penalty provisions (including the payment therefore by the Participant incurring such penalty) being applied as described herein.
- 17. Emergency Generation Limitations: Participating customers are prohibited from achieving energy reductions by operating backup or onsite standby generation.
- 18. Dispute Resolution: Any dispute arising from the provision of service under this schedule or other aspects of the Program will be handled as provided for in the Utility's Rule 10, Disputes.
- 19. Term: Except as set forth below, each Participant must remain in the Program for a minimum of 12 calendar months ("Minimum Term") unless (a) the Program expires earlier, or (b) such Participant's Program contract with the Utility (that is, the Customer Contracts in the case of customers and Aggregator Contracts in the case of Aggregators) expires or terminates earlier. After the expiration of the Minimum Term, Participants may terminate its Program contract with the Utility and its participation in the Program by submitting to the Utility written notification of such termination, which termination shall be effective on the date that is the later of (i) the beginning of the calendar month that is immediately after the expiration of the Minimum Term, and (ii) the beginning of the calendar month that is closest to but at least thirty (30) calendar days after the Utility receives such notification.

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In the event of termination of an Aggregator Contract between an Aggregator and Utility, the customers whom such Aggregator represented under such Aggregator Contract will have fourteen (14) days from the date of receipt of notice of such termination by Utility in which to continue their participation in the Program in respect to the represented service meters through another Aggregator or directly with Utility without the designation of an Aggregator. Customers electing the foregoing must submit a "Notice to Add, Change or Terminate an Aggregator" (Form 142-05302) setting forth their election. If such customer does not submit such form by such 14-day period, such customer will be deemed to have elected to continue its participation in the Program with respect to such service meters directly with the Utility without being represented by an Aggregator.

(Continued)

**Lee Schavrien**  
Senior Vice President



**SCHEDULE DBP**

Sheet 1

DEMAND BIDDING PROGRAM

APPLICABILITY

The Demand Bidding Program (DBP) is a demand/energy bidding program that offers incentives to non-residential customers for reducing energy consumption and demand during a specific Demand Bidding Event described in the Special Conditions below. This program will end December 31<sup>st</sup>, 2016.

TERRITORY

Within the entire territory served by the Utility.

RATES

Day Of DBP Incentive is \$500.00/MWh for customers who purchase commodity from the Utility (bundled customers).

The DBP incentive for customers who purchase commodity from an Energy Service Provider or a Community Choice Aggregator (Direct Access or CCA customers) shall be calculated by the Utility by deducting the corresponding California Independent System Operator (CAISO) TH-SP15-GEN-APND day-ahead market locational marginal price (DAM LMP) from the DBP incentive for bundled customers. In no case will the customer be required to pay the Utility if the DAM LMP is greater than the DBP incentive. If the DAM LMP is greater than the DBP incentive, the customer does not receive an incentive for the event from SDG&E.

The DBP Incentive Payment is calculated as defined in special condition 8. The Utility will provide the DBP Incentive Payment as an adjustment to the customer's regular monthly bill, within 90 days of the Demand Bidding Event. The Utility will make DBP Incentive Payments only for those hours of Accepted Demand Reduction, as set forth in Special Condition 4.

SPECIAL CONDITIONS

1. Definitions: The definitions of terms used in this schedule are found either herein or in Rule 1, Definitions.
2. Qualifying Customer: This Schedule is applicable, in combination with a customer's otherwise applicable tariff(s), on a voluntary basis, to non-residential customers, including Direct Access and Community Choice Aggregation customers, who are capable of providing at least a 5 MW load reduction based on the customer's specific baseline. At the time of enrollment a customer may choose to aggregate no more than 5 billable meters for the purposes of qualification and settlement. The customer will reduce their energy consumption when requested at times when an SDG&E system emergency or statewide emergencies are declared by the California Independent System Operator (CAISO).
3. Billable Meter: A billable meter represents the meter data used for the purpose of calculating a customer's UDC rate charges. In the event that a customer's meter data is combined for the purpose of calculating UDC charges a billable meter number represents the combined meter data.

(Continued)

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**SCHEDULE DBP**

Sheet 4

**DEMAND BIDDING PROGRAM**

**SPECIAL CONDITIONS** (Continued)

- 10. **Event Notification/Communication:** The Utility will notify the customer of Demand Bid Events Acceptance or Rejection by e-mail, or other communication means specified by the Utility. Customer shall be responsible for the cost and maintenance to receive such communications and to send Demand Bids via the Internet. The Utility does not guarantee the reliability of the Internet site or e-mail system used for such communications.
- 11. **Event Cancellation:** In the case where the CAISO cancels its Alert or Warning or more advanced CAISO Notice (Stage 1, 2 or 3 Emergency), the Utility will reject any bid that has not yet been accepted. Once a customer's Demand Bid has been accepted, the accepted bid shall not subsequently be rejected by the Utility, but payment shall continue to be based on the customer's actual performance, as measured by the Actual Demand Reduction.
- 12. **Contract Requirement/Request For Service:** Customers must complete an Enrollment Application with the Utility and must provide all required information to participate in the program. Enrollment Applications are deemed "accepted" when all required information has been provided by the customer and validated by the Utility.
- 13. **Multiple Program Participation:** A customer may not participate simultaneously in DBP and any other Demand Response rate or program.
- 14. **Termination of Schedule:** This Schedule will be terminated on December 31<sup>st</sup>, 2016.
- 15. **Metering Requirement:** Customer's electric meter must be an interval data recorder with related telecommunications capability, compatible with the Utility's meter reading and telecommunications systems. If a customer meets the requirements of this tariff and does not have the correct metering equipment, the Utility will provide and install interval metering equipment and telecommunications systems at no cost to the customer.
  - a. For Direct Access and CCA customers, DBP compliance shall be determined from a telephone accessible electric revenue interval meter that can be read remotely by the Utility, and/or from alternative metering and telecommunications acceptable to the Utility. Direct Access and CCA customers are required to allow the Utility telecommunication access to its electric revenue meter for the purposes of determining DBP compliance.
- 16. **Failure to Reduce Energy:** No financial penalties will be assessed under this Schedule for a customer's failure to comply or participate during a Demand Bidding Event.
- 17. **Dispute Resolution:** Any dispute arising from the provision of service under this schedule or other aspects of the Demand Bidding Program will be handled as provided for in the Utility's Rule 10, Disputes.

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**SCHEDULE DBP-DA (NAVY)**

Sheet 1

DEMAND BIDDING PROGRAM, DAY AHEAD - NAVY ONLY

APPLICABILITY

The Demand Bidding Program Day-Ahead (DBP-DA) is a demand/energy bidding program that offers incentives to the Navy for reducing energy consumption and demand during a specific Demand Bidding Event described in the Special Conditions below.

TERRITORY

Within the entire territory served by the Utility.

RATES

The DBP-DA Incentive is \$400/MWh for customers who purchase commodity from the Utility (bundled customers).

The DBP-DA incentive for customers who purchase commodity from an Energy Service Provider or a Community Choice Aggregator (Direct Access or CCA customers) shall be calculated by the Utility by deducting the corresponding California Independent System Operator (CAISO) TH-SP15-GEN-APND day-ahead market locational marginal price (DAM LMP) from the DBP-DA incentive for bundled customers. In no case will the customer be required to pay the Utility if the DAM LMP is greater than the DBP-DA incentive. If the DAM LMP is greater than the DBP-DA incentive, the customer does not receive an incentive for the event from SDG&E.

The DBP-DA Incentive Payment is calculated as defined in Special Condition 8. The Utility will provide the DBP-DA Incentive Payment as an adjustment to the customer's regular monthly bill, within 90 days of the Demand Bidding Event. The Utility will make DBP-DA Incentive Payments only for those hours of Accepted Demand Reduction, as set forth in Special Condition 4.

SPECIAL CONDITIONS

1. Definitions: The definitions of terms used in this schedule are found either herein or in Rule 1, Definitions.
2. Qualifying Customer: This Schedule is applicable, in combination with a customer's otherwise applicable tariff(s), on a voluntary basis, to customers who are considered a Navy branch of the federal government, including those that are Direct Access and Community Choice Aggregation customers, who are capable of providing at least a 2 MW load reduction based on the customer's specific baseline.
  - a) At the time of enrollment a customer may elect up to 20 billable meters to choose from for the purposes of qualification and settlement, but bids for an event the customer will identify up to eight (8) meters for purposes of bidding.
3. Billable Meter: A billable meter represents the meter data used for the purpose of calculating a customer's UDC rate charges. In the event that a customer's meter data is combined for the purpose of calculating UDC charges a billable meter number represents the combined meter data.

(Continued)

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**SCHEDULE DBP-DA (NAVY)**

Sheet 2

DEMAND BIDDING PROGRAM, DAY AHEAD - NAVY ONLY

SPECIAL CONDITIONS (Continued)

4. Program Operation:

- a. Demand Bidding Event: The Utility will declare a Demand Bidding Event for the following day and the Utility will request bids from the customer that will cover the period of the event.
  - i. The Utility will make all efforts to notify the customer of an event the day prior by 13:00. In the event of a event that occurs after 13:00 all parties will make their best effort to facilitate the bidding process.
- b. Demand Bid: A Demand Bid is the amount of MW per hour (MWh usage) that a customer commits to reduce for each hour of an Event.
  - i. For each hour the customer must submit their bid for a minimum demand reduction of 2 MWh.
- c. Bid Submission: Customers will select no more than 8 meters and submit a Demand Bid within 2 hours of the notification of an event.
- d. Bid Evaluation: Unless a megawatt quantity is specified in the CAISO or utility event notification, the Utility will deem all qualified Demand Bids received by the deadline acceptable from customers.
  - i. If a megawatt quantity is specified in the CAISO or Utility event notification, the Utility will evaluate the qualified bids received based on a first come, first served basis, taking bidder past performance and compliance into account, and accept or reject each bid.
- e. Bid Acceptance/Rejection Notification: Day-ahead bid solicitations can be terminated prior to Acceptance Notification, up to the deadline of 15:30 based on CAISO or Utility notification that load relief is no longer needed.

5. Program Triggers: A Demand Bidding Event shall be initiated upon notice from the CAISO of a Stage 2 or 3 emergency, a transmission or imminent system emergency, or as local emergency conditions warrant by the Utility. Whenever the California Independent System Operator has issued an alert or warning notice, the California Independent System Operator shall be entitled to request that the utility, at its discretion, call a program event pursuant to this Schedule.

6. Program Availability: DBP- DA is available year-round. There is no limit to the number of Demand Bidding Day Ahead Events per month or per year.

(Continued)

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San Diego Gas & Electric Company  
San Diego, California

Revised Cal. P.U.C. Sheet No. 25222-E

Canceling Revised Cal. P.U.C. Sheet No. 23481-E

**SAMPLE FORMS**

Sheet 1

FORM 142-05218

DEMAND BIDDING PROGRAM (DBP) CONTRACT

(07/14)

(See Attached Form)

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Date Filed Jul 3, 2014

Effective \_\_\_\_\_

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



DEMAND BIDDING PROGRAM CONTRACT

This "Contract" is made and entered into by and between San Diego Gas & Electric Company, a California corporation, hereinafter referred to as "SDG&E" and \_\_\_\_\_, a Bundled, Direct Access or CCA Customer, hereinafter referred to as "Customer", and jointly, or individually, referred to as "Parties" or "Party".

RECITALS

WHEREAS, Customer is herein requesting to take service on SDG&E Tariff Schedule DBP, Demand Bidding Program ("Schedule DBP"), attached hereto as Attachment C, on a voluntary basis without penalty.

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, THE PARTIES AGREE AS FOLLOWS:

I. TERM

This Contract shall become effective when fully executed by both parties. The "Effective Date" of the Contract shall be the date of signature by the last signing party. This Contract shall remain from the Effective Date through December 31st, 2016, unless terminated earlier according to the terms herein.

II. DEMAND REDUCTION BID

Pursuant to the terms of Schedule DBP, Customer shall voluntarily provide Demand Bids to SDG&E upon receipt of notice from SDG&E of a Demand Bidding Event (all as defined within Schedule DBP).

III. PROGRAM COMMITMENT

Schedule DBP is a demand/energy bidding program that offers incentives to non-residential customers for reducing energy consumption and demand during a specific Demand Bidding Event. Schedule DBP will end December 31, 2016.

Customer shall qualify for Schedule DBP if Customer is capable of providing at least a 5 MW load reduction based on its specific baseline. At the time of enrollment, Customer may choose to aggregate no more than 5 billable meters for the purposes of qualification and settlement. Customer shall reduce its energy consumption when requested at times when an SDG&E system emergency or statewide emergencies are declared by the California Independent System Operator (CAISO).

\_\_\_ Single Account
\_\_\_ Aggregate Accounts

Account Numbers: 1.) \_\_\_\_\_
2.) \_\_\_\_\_
3.) \_\_\_\_\_
4.) \_\_\_\_\_
5.) \_\_\_\_\_

IV. ASSIGNMENT

Customer shall not assign this Contract without prior written consent of SDG&E. Any such assignment shall be automatically void.

## V. DISPUTE RESOLUTION

Any dispute that cannot be resolved between the Parties shall be settled by means of conference, mediation, arbitration and/or litigation as provided for herein.

The first step in the dispute resolution process shall be a conference by which the dispute is referred to a designated officer of each Party for resolution. If those two officers cannot reach an agreement within a reasonable period of time, the Parties shall submit the dispute to mediation.

The second step in the dispute resolution process shall be mediation between the Parties in accordance with the Commercial Rules of the American Arbitration Association. If the dispute is not resolved by the mediation, the Parties shall submit the dispute to arbitration or litigation. Should the Parties not agree on arbitration, both Parties agree that jurisdiction of any claim or suit hereunder shall be limited to the courts of appropriate jurisdiction located within the County of San Diego, State of California. Both Parties hereby submit to the exclusive personal jurisdiction of such courts.

Notwithstanding the foregoing, if Customer is a **federal governmental authority or agency**, jurisdiction of any claim or suit hereunder shall be heard within the courts of appropriate federal jurisdiction.

In any action in litigation to enforce or interpret any of the terms of this Contract, the prevailing Party shall be entitled to recover from the unsuccessful Party all costs, expenses, (including expert testimony) and reasonable attorneys' fees (including fees and disbursements of in-house and outside counsel) incurred therein by the prevailing Party, to the extent permissible by law or authorized by specific federal statutory authority, as applicable.

## VI. DISCLAIMER OF WARRANTY

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

## VII. INDEMNIFICATION

Customer shall indemnify, defend and hold SDG&E and its current and future parent company, subsidiaries, affiliates and their respective directors, officers, shareholders, employees, agents, representatives, successors and assigns ("SDG&E Parties") harmless for, from and against any and all claims, actions, suits, proceedings, losses, liabilities, penalties, fines, damages, costs or expenses including without limitation, reasonable attorneys' fees (including fees and disbursements of in-house and outside counsel) of any kind whatsoever (collectively, "Claims") resulting from or arising out of this Contract or Customer's participation in Schedule DBP, whether based upon negligence, tort, strict liability or otherwise, including but not limited to third party Claims of any kind. This indemnification obligation shall not apply only to the extent that any such Claims are caused by either the willful misconduct of SDG&E or by SDG&E's sole negligence.

Notwithstanding the foregoing, if Customer is a **federal governmental authority or agency**, 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 determined in accordance with applicable law.

The provisions of this Section shall survive the termination of this Contract.

## VIII. LIMITATION OF LIABILITY

In no event shall either Party, its shareholders, directors, employees, agents or subcontractors (including, without limitation, suppliers of the System) be liable to the other Party for any indirect, consequential, special, incidental, or punitive damages under any other theories including, but not limited to, tort, contract, breach of warranty or strict liability for the design, manufacture, installation, operation, maintenance, performance or demonstration of the System, even if reasonably foreseeable at the time of contracting. The System includes any metering, meter communications equipment, Internet communication software, energy demand management software and related goods and services. SDG&E shall not be responsible for any business loss, actual or implied, as a result of the partial or complete failure of the communications systems to operate.



**IX. COMPLIANCE WITH LAWS**

Customer shall comply with the terms and conditions of Schedule DBP or Schedule DBP-E, whichever is applicable, and all local, state and federal rules, regulations and laws.

**X. COMMISSION CONTINUING AUTHORITY**

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

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

**XI. DIRECT ACCESS CUSTOMER PARTICIPATION**

Direct Access and CCA Customers are solely responsible for their legal commitments with their Energy Services Providers/Aggregators. SDG&E shall have no duty, liability or involvement in contract or assignment issues between Customer and its Energy Service Provider(s)/Aggregators.

**IN WITNESS WHEREOF**, SDG&E and Customer have executed this Contract as of the Effective Date.

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

The following attachments are attached hereto and incorporated herein by reference:  
**Attachment A: Customer Contact Information**  
**Attachment B: Customer Account Information**  
**Attachment C: Schedule DBP, Demand Bidding Program**

**ATTACHMENT A  
Demand Bidding Program  
Customer Contact Information**

**Primary Contact:**

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Pager Number: \_\_\_\_\_  
Email Address: \_\_\_\_\_

**Secondary Contact:**

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Pager Number: \_\_\_\_\_  
Email Address: \_\_\_\_\_

**Additional Contact:**

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Pager Number: \_\_\_\_\_  
Email Address: \_\_\_\_\_

**Additional Contact:**

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Pager Number: \_\_\_\_\_  
Email Address: \_\_\_\_\_

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

**ATTACHMENT B  
Demand Bidding Program  
Customer Account Information**

**Site #1**

Account Name \_\_\_\_\_  
Account Number \_\_\_\_\_  
Site Address \_\_\_\_\_  
Existing Electric Meter Number \_\_\_\_\_  
Customer Committed Load Reduction \_\_\_\_\_

**Site #2**

Account Name \_\_\_\_\_  
Account Number \_\_\_\_\_  
Site Address \_\_\_\_\_  
Existing Electric Meter Number \_\_\_\_\_  
Customer Committed Load Reduction \_\_\_\_\_

**Site #3**

Account Name \_\_\_\_\_  
Account Number \_\_\_\_\_  
Site Address \_\_\_\_\_  
Existing Electric Meter Number \_\_\_\_\_  
Customer Committed Load Reduction \_\_\_\_\_

**Site #4**

Account Name \_\_\_\_\_  
Account Number \_\_\_\_\_  
Site Address \_\_\_\_\_  
Existing Electric Meter Number \_\_\_\_\_  
Customer Committed Load Reduction \_\_\_\_\_

**Site #5**

Account Name \_\_\_\_\_  
Account Number \_\_\_\_\_  
Site Address \_\_\_\_\_  
Existing Electric Meter Number \_\_\_\_\_  
Customer Committed Load Reduction \_\_\_\_\_

**ATTACHMENT C**  
**Demand Bidding Program**  
**Schedule DBP**



San Diego Gas & Electric Company  
San Diego, California

Revised Cal. P.U.C. Sheet No. 25223-E

Canceling Original Cal. P.U.C. Sheet No. 23632-E

**SAMPLE FORMS**  
FORM 142-05218-N

Sheet 1

DEMAND BIDDING PROGRAM - DAY AHEAD (DBP-DA) CONTRACT  
for US NAVY ONLY

(07/14)

(See Attached Form)

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(Continued)

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Advice Ltr. No. 2621-E

Decision No. 14-05-025

Issued by  
**Lee Schavrien**  
Senior Vice President

Date Filed Jul 3, 2014

Effective \_\_\_\_\_

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



**DEMAND BIDDING PROGRAM- DAY AHEAD CONTRACT**

This "Contract" is made and entered into by and between San Diego Gas & Electric Company, a California corporation, hereinafter referred to as "SDG&E" and \_\_\_\_\_, a Bundled, Direct Access or CCA Customer, hereinafter referred to as "Customer", and jointly, or individually, referred to as "Parties" or "Party".

**RECITALS**

**WHEREAS**, Customer is herein requesting to take service on SDG&E Tariff Schedule Demand Bidding Program-DA, Demand Bidding Program- Day Ahead ("Schedule DBP-DA"), attached hereto as **Attachment C**, on a voluntary basis without penalty.

**NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, THE PARTIES AGREE AS FOLLOWS:**

**I. TERM**

This Contract shall become effective when fully executed by both parties. The "Effective Date" of the Contract shall be the date of signature by the last signing party. This Contract shall remain from the Effective Date through December 31<sup>st</sup>, 2016, unless terminated earlier according to the terms herein.

**II. DEMAND REDUCTION BID**

Pursuant to the terms of Schedule DBP-DA, Customer shall voluntarily provide Demand Bids to SDG&E upon receipt of notice from SDG&E of a Demand Bidding Event (all as defined within Schedule DBP-DA).

**III. PROGRAM COMMITMENT**

Schedule DBP-DA is a demand/energy bidding program that offers incentives to the Navy for reducing energy consumption and demand during a specific Demand Bidding Event. This Schedule is in effect until modified or terminated through the Utility's Demand Response Programs portfolio application or similar proceeding.

Customer shall qualify for Schedule DBP-DA if Customer is capable of providing at least a 2 MW load reduction based on its specific baseline. At the time of enrollment, Customer may choose to aggregate no more than 20 billable meters and 8 billable meters for individual bids for the purposes of qualification and settlement. Customer shall reduce its energy consumption when requested at times when an SDG&E system emergency or statewide emergencies are declared by the California Independent System Operator (CAISO).

- Single Account
- Aggregate Accounts

Account Numbers:

- |          |           |           |           |
|----------|-----------|-----------|-----------|
| 1. _____ | 6. _____  | 11. _____ | 16. _____ |
| 2. _____ | 7. _____  | 12. _____ | 17. _____ |
| 3. _____ | 8. _____  | 13. _____ | 18. _____ |
| 4. _____ | 9. _____  | 14. _____ | 19. _____ |
| 5. _____ | 10. _____ | 15. _____ | 20. _____ |

**IV. ASSIGNMENT**

Customer shall not assign this Contract without prior written consent of SDG&E. Any such assignment shall be automatically void.

## V. DISPUTE RESOLUTION

Any dispute that cannot be resolved between the Parties shall be settled by means of conference, mediation, arbitration and/or litigation as provided for herein.

The first step in the dispute resolution process shall be a conference by which the dispute is referred to a designated officer of each Party for resolution. If those two officers cannot reach an agreement within a reasonable period of time, the Parties shall submit the dispute to mediation.

The second step in the dispute resolution process shall be mediation between the Parties in accordance with the Commercial Rules of the American Arbitration Association. If the dispute is not resolved by the mediation, the Parties shall submit the dispute to arbitration or litigation. Should the Parties not agree on arbitration, both Parties agree that jurisdiction of any claim or suit hereunder shall be limited to the courts of appropriate jurisdiction located within the County of San Diego, State of California. Both Parties hereby submit to the exclusive personal jurisdiction of such courts.

Notwithstanding the foregoing, if Customer is a **federal governmental authority or agency**, jurisdiction of any claim or suit hereunder shall be heard within the courts of appropriate federal jurisdiction.

In any action in litigation to enforce or interpret any of the terms of this Contract, the prevailing Party shall be entitled to recover from the unsuccessful Party all costs, expenses, (including expert testimony) and reasonable attorneys' fees (including fees and disbursements of in-house and outside counsel) incurred therein by the prevailing Party, to the extent permissible by law or authorized by specific federal statutory authority, as applicable.

## VI. DISCLAIMER OF WARRANTY

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

## VII. INDEMNIFICATION

Customer shall indemnify, defend and hold SDG&E and its current and future parent company, subsidiaries, affiliates and their respective directors, officers, shareholders, employees, agents, representatives, successors and assigns ("SDG&E Parties") harmless for, from and against any and all claims, actions, suits, proceedings, losses, liabilities, penalties, fines, damages, costs or expenses including without limitation, reasonable attorneys' fees (including fees and disbursements of in-house and outside counsel) of any kind whatsoever (collectively, "Claims") resulting from or arising out of this Contract or Customer's participation in Schedule DBP-DA, whether based upon negligence, tort, strict liability or otherwise, including but not limited to third party Claims of any kind. This indemnification obligation shall not apply only to the extent that any such Claims are caused by either the willful misconduct of SDG&E or by SDG&E's sole negligence.

Notwithstanding the foregoing, if Customer is a **federal governmental authority or agency**, 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 determined in accordance with applicable law.

The provisions of this Section shall survive the termination of this Contract.

## VIII. LIMITATION OF LIABILITY

In no event shall either Party, its shareholders, directors, employees, agents or subcontractors (including, without limitation, suppliers of the System) be liable to the other Party for any indirect, consequential, special, incidental, or punitive damages under any other theories including, but not limited to, tort, contract, breach of warranty or strict liability for the design, manufacture, installation, operation, maintenance, performance or demonstration of the System, even if reasonably foreseeable at the time of contracting. The System includes any metering, meter communications equipment, Internet communication software, energy demand management software and related goods and services. SDG&E

shall not be responsible for any business loss, actual or implied, as a result of the partial or complete failure of the communications systems to operate.

**IX. COMPLIANCE WITH LAWS**

Customer shall comply with the terms and conditions of Schedule DBP-DA and all local, state and federal rules, regulations and laws.

**X. COMMISSION CONTINUING AUTHORITY**

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

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

**XI. DIRECT ACCESS CUSTOMER PARTICIPATION**

Direct Access and CCA Customers are solely responsible for their legal commitments with their Energy Services Providers/Aggregators. SDG&E shall have no duty, liability or involvement in contract or assignment issues between Customer and its Energy Service Provider(s)/Aggregators.

**IN WITNESS WHEREOF**, SDG&E and Customer have executed this Contract as of the Effective Date.

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

**The following attachments are attached hereto and incorporated herein by reference:**  
**Attachment A: Customer Contact Information**  
**Attachment B: Customer Account Information**  
**Attachment C: Schedule DBP-DA, Demand Bidding Program- Day Ahead (Navy Only)**



**ATTACHMENT A  
Demand Bidding Program- Day Ahead  
Customer Contact Information**

**Primary Contact:**

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Pager Number: \_\_\_\_\_  
Email Address: \_\_\_\_\_

**Secondary Contact:**

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Pager Number: \_\_\_\_\_  
Email Address: \_\_\_\_\_

**Additional Contact:**

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Pager Number: \_\_\_\_\_  
Email Address: \_\_\_\_\_

**Additional Contact:**

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Pager Number: \_\_\_\_\_  
Email Address: \_\_\_\_\_

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

**ATTACHMENT B**  
**Demand Bidding Program- Day Ahead**  
**Customer Account Information**

**Site #1**

Account Name \_\_\_\_\_  
Account Number \_\_\_\_\_  
Site Address \_\_\_\_\_  
Existing Electric Meter Number \_\_\_\_\_  
Customer Committed Load Reduction \_\_\_\_\_

**Site #2**

Account Name \_\_\_\_\_  
Account Number \_\_\_\_\_  
Site Address \_\_\_\_\_  
Existing Electric Meter Number \_\_\_\_\_  
Customer Committed Load Reduction \_\_\_\_\_

**Site #3**

Account Name \_\_\_\_\_  
Account Number \_\_\_\_\_  
Site Address \_\_\_\_\_  
Existing Electric Meter Number \_\_\_\_\_  
Customer Committed Load Reduction \_\_\_\_\_

**Site #4**

Account Name \_\_\_\_\_  
Account Number \_\_\_\_\_  
Site Address \_\_\_\_\_  
Existing Electric Meter Number \_\_\_\_\_  
Customer Committed Load Reduction \_\_\_\_\_

**Site #5**

Account Name \_\_\_\_\_  
Account Number \_\_\_\_\_  
Site Address \_\_\_\_\_  
Existing Electric Meter Number \_\_\_\_\_  
Customer Committed Load Reduction \_\_\_\_\_

**ATTACHMENT C**  
**Demand Bidding Program- Day Ahead**  
**Schedule DBP-DA**



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Sheet 1

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

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Senior Vice President

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Senior Vice President

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 Advice Ltr. No. 2621-E Senior Vice President Effective \_\_\_\_\_  
 Decision No. 14-05-025 Resolution No. \_\_\_\_\_