



Ron van der Leeden  
Rates, Revenues & Tariffs  
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February 13, 2009

**ADVICE LETTER 2063-E/1841-G**  
(U902-M)

PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

**SUBJECT:** Revision to the On-Bill Financing (OBF) Loan Agreement Forms

San Diego Gas & Electric Company (SDG&E) hereby submits for approval the following revisions to its gas and electric tariffs as shown in the enclosed attachments A & B, respectively.

**PURPOSE**

The purpose of this Advice Letter is to update the sample loan contract forms "OBF Loan Agreement" (Form No. 132-6263) and "OBF Loan Agreement for Self-Installers" (Form No. 132-6263/1). Southern California Gas Company is concurrently making a similar filing.

**BACKGROUND**

The OBF Program is designed to facilitate the purchase and installation of qualified energy efficiency measures by customers who might otherwise not be able to act given capital constraints or other financial barriers to participation. Approved customers are required to fill out an OBF loan agreement form.

SDG&E is filing this advice letter to submit identical minor revisions to the two currently effective On-Bill Financing Loan Agreements. On page 2, first sentence of the first full paragraph of Form Nos. 132-6263 and 132-6263/1, the words "the check for the reduced rebate/incentive and" should be deleted before the words "the loan amount". This change was overlooked when AL 2049-E/1823-G was filed on December 17, 2008, approved by letter dated January 21, 2009 and made effective January 16, 2009.

This filing will not increase any rate or charge, cause the withdrawal of service, or conflict with any rate schedule or rule.

**EFFECTIVE DATE**

SDG&E believes this Advice Letter is subject to Energy Division disposition and should be classified as Tier 2 (effective after staff approval) pursuant to GO 96-B and requests that it be approved effective March 15, 2009 which is 30 calendar days after the date filed.

**PROTEST**

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

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

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

Attn: Todd Cahill  
Regulatory Tariff Manager  
8330 Century Park Court, Room 32C  
San Diego, CA 92123-1548  
Facsimile No. (858) 654-1788  
E-mail: [tcahill@semprautilities.com](mailto:tcahill@semprautilities.com)

**NOTICE**

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

Address changes should be directed to SDG&E Tariffs by facsimile at (858) 654-1788 or by e-mail at [SDG&ETariffs@semprautilities.com](mailto:SDG&ETariffs@semprautilities.com).

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Ron van der Leeden  
Director – Rates, Revenues & Tariffs

# 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: Aurora Carrillo

Phone #: (858) 654-1542

E-mail: acarrillo@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) #: 2063-E/1841-G

Subject of AL: Revision to the On-Bill Financing (OBF) Loan Agreement Forms

Keywords (choose from CPUC listing): Sample Forms, Energy Efficiency

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

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

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

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

Does AL request confidential treatment? If so, provide explanation: \_\_\_\_\_

Resolution Required?  Yes  No

Tier Designation:  1  2  3

Requested effective date: March 15, 2009

No. of tariff sheets: 8

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: See Table of Contents

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**

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

**San Diego Gas & Electric**

**Attention: Todd Cahill**

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

**San Diego, CA 92123**

**tcahill@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

D. Appling  
S. Cauchois  
J. Greig  
R. Pocta  
W. Scott

Energy Division

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

CA. Energy Commission

F. DeLeon  
R. Tavares

Alcantar & Kahl LLP

K. Harteloo

American Energy Institute

C. King

APS Energy Services

J. Schenk

BP Energy Company

J. Zaiontz

Barkovich & Yap, Inc.

B. Barkovich

Bartle Wells Associates

R. Schmidt

Braun & Blaising, P.C.

S. Blaising

California Energy Markets

S. O'Donnell  
C. Sweet

California Farm Bureau Federation

K. Mills

California Wind Energy

N. Rader

CCSE

S. Freedman  
J. Porter

Children's Hospital & Health Center

T. Jacoby

City of Chula Vista

M. Meacham  
E. Hull

City of Poway

R. Willcox

City of San Diego

J. Cervantes  
G. Lonergan  
M. Valerio

Commerce Energy Group

V. Gan

Constellation New Energy

W. Chen

CP Kelco

A. Friedl

Davis Wright Tremaine, LLP

E. O'Neill  
J. Pau

Dept. of General Services

H. Nanjo  
M. Clark

Douglass & Liddell

D. Douglass  
D. Liddell  
G. Klatt

Duke Energy North America

M. Gillette

Dynegy, Inc.

J. Paul

Ellison Schneider & Harris LLP

E. Janssen

Energy Policy Initiatives Center (USD)

S. Anders

Energy Price Solutions

A. Scott

Energy Strategies, Inc.

K. Campbell  
M. Scanlan

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

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

ATTACHMENT A  
ADVICE LETTER 2063-E

Cal. P.U.C. Sheet No.	Title of Sheet	Canceling Cal. P.U.C. Sheet No.
Revised 21100-E	SAMPLE FORMS, FORM 132-6263, Sheet 1	Revised 20113-E
Revised 21101-E	SAMPLE FORMS, FORM 132-6263/1, Sheet 1	Revised 20114-E
Revised 21102-E	TABLE OF CONTENTS, Sheet 1	Revised 21098-E
Revised 21103-E	TABLE OF CONTENTS, SAMPLE FORMS, Sheet 9	Revised 20637-E



San Diego Gas & Electric Company  
San Diego, California

Revised Cal. P.U.C. Sheet No. 21100-E

Canceling Revised Cal. P.U.C. Sheet No. 20113-E

**SAMPLE FORMS**

Sheet 1

FORM 132-6263

On-Bill Financing Loan Agreement

(02/09)

(See Attached Form)

T

(Continued)

1C9

Advice Ltr. No. 2063-E

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

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

Date Filed Feb 13, 2009

Effective Mar 15, 2009

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



## ON-BILL FINANCING LOAN AGREEMENT

The undersigned customer ("Customer") and the undersigned contractor ("Contractor") have contracted for the provision by Contractor to Customer of energy efficiency/demand response equipment and services (the "Work"). Subject to the conditions (including the process for Adjustment ) set forth in the next paragraph, San Diego Gas & Electric Company ("SDG&E") shall extend a loan (the "Loan") to Customer in the amount of the loan balance (the "Loan Balance") pursuant to the terms of this On-Bill Financing Loan Agreement ("Loan Agreement") and Rule No. 40 (the "Rule"). Contractor shall provide the Work as described in the On-Bill Financing Application ("Application") and any contract between Customer and Contractor, which shall be attached to the Application.

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

**SDG&E shall have no liability in connection with, and makes no warranties, expressed or implied, regarding the Work.** Customer and Contractor agree that the Customer and Contractor shall jointly and severally indemnify and hold harmless SDG&E, its affiliates, and their respective owners, officers, directors, employees and agents thereof, from and against all claims, demands, liabilities, damages, fines, settlements or judgments which directly arise from or are caused by (a) any breach of the Agreement (subject to the proviso regarding Contractor at the end of this sentence regarding obligations to repay the Loan Balance) or (b) the wrongful or negligent acts or omissions of any party in the conduct or performance of the Work or Contractor's or Customer's duties under the terms of this Agreement; provided, however, that in no event shall Contractor be deemed a co-obligor, surety or guarantor of Customer's obligations to repay the Loan Balance under this Agreement.

Customer represents and warrants that (a) Customer is receiving this Loan for Work obtained in connection with Customer's business, and not for personal, family or household purposes; (b) Customer, if not an individual, is duly organized, validly existing and in good standing under the laws of its state of formation, and has full power and authority to enter into this Agreement and to carry out the provisions of this Agreement. Customer is duly qualified and in good

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

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

Within sixty (60) days of Customer's and Contractor's written confirmation sent to SDG&E On-Bill Financing Program Administrator at address listed below of completion of the Work, SDG&E will (a) conduct a post installation inspection and project verification; (b) adjust, if necessary, the total cost, Incentive, Loan Balance, monthly payment, and loan term as stated above; and (c) issue a check (the "Check") for all amounts SDG&E approves for payment in accordance with the Agreement. The date of such issuance is the "Issuance Date". The Check shall be issued if the Work conforms to all requirements of the Agreement including, without limitation, the Application. If the Check is made payable to Customer, Customer shall be responsible to pay the amount thereof to Contractor. If the Check is less than the amount due from Customer to Contractor, Customer shall be responsible for the excess. Customer shall repay the Loan Balance to SDG&E as provided in this Loan Agreement irrespective of whether or when the Work is completed, or whether the Work is in any way defective or deficient.

The Customer agrees to repay to SDG&E the Loan Balance, in the number of payments listed below and in equal installments (with the final installment adjusted to account for rounding), by the due date set forth in each SDG&E utility bill rendered in connection with Customer's account (identified by the number set forth below) ("Account"), commencing with the bill which has a due date falling at least 30 days after the Issuance Date. Amounts due under this Loan Agreement shall be deemed to be amounts due under each bill to the Account, and a default under this Loan Agreement shall be treated as a default under the Account. Although a late payment fee may be assessed for delinquent payment of a utility bill, however, no late payment fee will be assessed for delinquent Loan repayment. If the Customer is unable to make a full utility bill payment in a given month, payment arrangements may be made at SDG&E's discretion. Any partial utility bill payments will be applied to energy charges before payment of the Loan Balance. Further payment details are set forth below. Any notice from SDG&E to Customer regarding the Program or the transactions contemplated under the Loan Agreement may be provided within any such bill, and any such notices may also be provided to Customer or Contractor at the addresses below or as elsewhere specified in the Loan Agreement, and shall be effective five (5) days after they have been mailed. The monthly payments will be included by SDG&E on the Account's regular energy service bills. The Loan Balance shall not bear interest. There are no pre-payment penalties; however, Customer agrees to notify the On-Bill Financing Program Staff of pre-payment amounts at the time of payment by telephoning the toll free phone

number 1-800-411-SDG&E and by sending written notice to SDG&E On-Bill Financing Program Administrator at the address listed below. In the event the Account is closed or terminated for any reason, or Customer defaults under the Agreement, the Customer will be required to repay the entire then-unpaid Loan Balance within 30 days. Customer understands that without limiting any other remedy available to SDG&E against Contractor or Customer, failure to repay the Loan Balance in accordance with the terms of the Agreement could result in shut-off of utility energy service, adverse credit reporting, and collection procedures, including, without limitation, legal action.

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

Check Made Payable to Contractor  \$ \_\_\_\_\_ (Loan Balance Amount)      Customer  \$ \_\_\_\_\_ (Loan Balance Amount)

**CUSTOMER INFORMATION**

**CONTRACTOR INFORMATION**

NAME ON ACCOUNT (CUSTOMER OF RECORD)
SDG&E ACCOUNT NUMBER
SERVICE ADDRESS
CA
CITY, STATE, ZIP
NAME AND TITLE OF AUTHORIZED REPRESENTATIVE OF CUSTOMER
RELATIONSHIP TO CUSTOMER OF RECORD
FEDERAL TAX ID OR SOCIAL SECURITY #
SIGNATURE OF AUTHORIZED REPRESENTATIVE OF CUSTOMER
/ /
DATE
<b>ACCEPTED: SAN DIEGO GAS &amp; ELECTRIC COMPANY</b>

CONTRACTOR (VENDOR) NAME
NAME AND TITLE OF AUTHORIZED REPRESENTATIVE OF CONTRACTOR
BUSINESS ADDRESS
CA
CITY, STATE, ZIP
BUSINESS PHONE NUMBER
FEDERAL TAX ID OR SOCIAL SECURITY #
SIGNATURE OF AUTHORIZED REPRESENTATIVE OF CONTRACTOR
/ /
DATE

By: \_\_\_\_\_  
SDG&E OBF PROGRAM ADMINISTRATOR

DATE \_\_\_\_\_

PRINTED NAME, TITLE

Address: PO Box 129831, CP62E, San Diego, CA 92112-9831



San Diego Gas & Electric Company  
San Diego, California

Revised Cal. P.U.C. Sheet No. 21101-E

Canceling Revised Cal. P.U.C. Sheet No. 20114-E

**SAMPLE FORMS**

Sheet 1

FORM 132-6263/1

On-Bill Financing Loan Agreement for Self-Installers

(02/09)

(See Attached Form)

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Advice Ltr. No. 2063-E

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

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

Date Filed Feb 13, 2009

Effective Mar 15, 2009

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



## ON-BILL FINANCING LOAN AGREEMENT FOR SELF INSTALLER

The undersigned customer ("Customer") will obtain and perform energy efficiency equipment and services (the "Work"). Subject to the conditions (including the process for Adjustment ) set forth in the next paragraph, San Diego Gas & Electric Company ("SDG&E") shall extend a loan (the "Loan") to Customer in the amount of the loan balance (the "Loan Balance") pursuant to the terms of this On-Bill Financing Loan Agreement ("Loan Agreement") and Rule No. 40 (the "Rule"). Customer shall provide the Work as described in the On-Bill Financing Application ("Application").

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

**SDG&E shall have no liability in connection with, and makes no warranties, expressed or implied, regarding the Work.** Customer shall indemnify and hold harmless SDG&E, its affiliates, and their respective owners, officers, directors, employees and agents thereof, from and against all claims, demands, liabilities, damages, fines, settlements or judgments which directly arise from or are caused by (a) any breach of the Agreement or (b) the wrongful or negligent acts of omissions of any party in the conduct or performance of the Work or Customer's duties under the terms of this Agreement.

Customer represents and warrants that (a) Customer is receiving this Loan for Work obtained in connection with Customer's business, and not for personal, family or household purposes; (b) Customer, if not an individual, is duly organized, validly existing and in good standing under the laws of its state of formation, and has full power and authority to enter into this Agreement and to carry out the provisions of this Agreement. Customer is duly qualified and in good standing to do business in all jurisdictions where such qualification is required; (c) this Loan Agreement has been duly authorized by all necessary proceedings, has been duly executed and delivered by Customer and is a valid and legally binding agreement of Customer duly enforceable in accordance with its terms; (d) no consent, approval, authorization, order, registration or qualification of or with any court or regulatory authority or other

governmental body having jurisdiction over Customer is required for, and the absence of which would adversely affect, the legal and valid execution and delivery of this Loan Agreement, and the performance of the transactions contemplated by this Loan Agreement; (e) the execution and delivery of this Loan Agreement by Customer hereunder and the compliance by Customer with all provisions of this Loan Agreement: (i) will not conflict with or violate any Applicable Law; and (ii) will not conflict with or result in a breach of or default under any of the terms or provisions of any loan agreement or other contract or agreement under which Customer is an obligor or by which its property is bound; (f) all factual information furnished by Customer to SDG&E is true and accurate; and (g) the On-Bill Financing Program ("Program") was a determining factor in its decision to have the Work performed.

The Application must include the Federal Tax Identification Number or Social Security Number of the party who will be the recipient of the check for the loan amount. Checks will be issued directly to the Customer. Customer understands that SDG&E will not be responsible for any tax liability imposed on the Customer or any third party in connection with the transactions contemplated under the Agreement, whether by virtue of the Loan contemplated under the Agreement, or otherwise, and Customer shall indemnify SDG&E for any tax liability imposed upon SDG&E as a result of the transactions contemplated under the Agreement.

Within sixty (60) days of Customer's written confirmation sent to SDG&E On-Bill Financing Program Administrator at address listed below of completion of the Work, SDG&E will (a) conduct a post installation inspection and project verification; (b) adjust, if necessary, the total cost, Incentive, Loan Balance, monthly payment, and loan term as stated above; and (c) issue a check (the "Check") for all amounts SDG&E approves for payment in accordance with the Agreement. The date of such issuance is the "Issuance Date". The Check shall be issued if the Work conforms to all requirements of the Agreement including, without limitation, the Application. If the Check is less than the amount due from Customer to any third party in respect of the Work, Customer shall be responsible for the excess. Customer shall repay the Loan Balance to SDG&E as provided in this Loan Agreement irrespective of whether or when the Work is completed, or whether the Work is in any way defective or deficient.

The Customer agrees to repay to SDG&E the Loan Balance, in the number of payments listed below and in equal installments (with the final installment adjusted to account for rounding), by the due date set forth in each SDG&E utility bill rendered in connection with Customer's account (identified by the number set forth below) ("Account"), commencing with the bill which has a due date falling at least 30 days after the Issuance Date. Amounts due under this Loan Agreement shall be deemed to be amounts due under each bill to the Account, and a default under this Loan Agreement shall be treated as a default under the Account. Although a late payment fee may be assessed for delinquent payment of a utility bill, however, no late payment fee will be assessed for delinquent Loan repayment. If the Customer is unable to make a full utility bill payment in a given month, payment arrangements may be made at SDG&E's discretion. Any partial utility bill payments will be applied to energy charges before payment of the Loan Balance. Further payment details are set forth below. Any notice from SDG&E to Customer regarding the Program or the transactions contemplated under the Loan Agreement may be provided within any such bill, and any such notices may also be provided to Customer at the addresses below or as elsewhere specified in the Loan Agreement, and shall be effective five (5) days after they have been mailed. The monthly payments will be included by SDG&E on the Account's regular energy service bills. The Loan Balance shall not bear interest. There are no pre-payment penalties; however, Customer agrees to notify the On-Bill Financing Program Staff of pre-payment amounts at the time of payment by telephoning the toll free phone number listed on the bill and by sending written notice to SDG&E On-Bill Financing Program Administrator at the address listed below. In the event the Account is closed or terminated for any reason, or Customer defaults under the Agreement, the Customer will be required to repay the entire then-unpaid Loan Balance within 30 days. Customer understands that without limiting any other remedy available to SDG&E against Customer, failure to repay the Loan Balance in accordance with the terms of the Agreement could result in shut-off of utility energy service, adverse credit reporting, and collection procedures, including, without limitation, legal action.

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

<i>NAME ON ACCOUNT (CUSTOMER OF RECORD)</i>
<i>SDG&amp;E ACCOUNT NUMBER</i>
<i>SERVICE ADDRESS</i>
<i>CA</i>
<i>CITY, STATE, ZIP</i>
<i>NAME AND TITLE OF AUTHORIZED REPRESENTATIVE OF CUSTOMER</i>
<i>RELATIONSHIP TO CUSTOMER OF RECORD</i>
<i>FEDERAL TAX ID OR SOCIAL SECURITY #</i>
<i>SIGNATURE OF AUTHORIZED REPRESENTATIVE OF CUSTOMER</i>
/ /
<i>DATE</i>
<b>ACCEPTED: SAN DIEGO GAS &amp; ELECTRIC COMPANY</b>

**BY:** \_\_\_\_\_ *SDG&E OBF PROGRAM ADMINISTRATOR* \_\_\_\_\_ *DATE*

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*PRINTED NAME, TITLE*

Address: PO Box 129831, CP 62E, CA 92112-9831



**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>
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<b>II. Balancing Accounts</b>	
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Rewards and Penalties Balancing Account (RPBA).....	19408, 19409-E
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Research, Development and Demonstration (RD&D) Balancing Account.....	19417, 19418-E
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**Lee Schavrien**  
Senior Vice President  
Regulatory Affairs

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San Diego Gas & Electric Company  
San Diego, California

Revised Cal. P.U.C. Sheet No. 17453-G

Canceling Revised Cal. P.U.C. Sheet No. 16339-G

**SAMPLE FORMS**

Sheet 1

FORM 132-6263

On-Bill Financing Loan Agreement

(02/09)

(See Attached Form)

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(Continued)

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Regulatory Affairs

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## ON-BILL FINANCING LOAN AGREEMENT

The undersigned customer ("Customer") and the undersigned contractor ("Contractor") have contracted for the provision by Contractor to Customer of energy efficiency/demand response equipment and services (the "Work"). Subject to the conditions (including the process for Adjustment ) set forth in the next paragraph, San Diego Gas & Electric Company ("SDG&E") shall extend a loan (the "Loan") to Customer in the amount of the loan balance (the "Loan Balance") pursuant to the terms of this On-Bill Financing Loan Agreement ("Loan Agreement") and Rule No. 40 (the "Rule"). Contractor shall provide the Work as described in the On-Bill Financing Application ("Application") and any contract between Customer and Contractor, which shall be attached to the Application.

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

**SDG&E shall have no liability in connection with, and makes no warranties, expressed or implied, regarding the Work.** Customer and Contractor agree that the Customer and Contractor shall jointly and severally indemnify and hold harmless SDG&E, its affiliates, and their respective owners, officers, directors, employees and agents thereof, from and against all claims, demands, liabilities, damages, fines, settlements or judgments which directly arise from or are caused by (a) any breach of the Agreement (subject to the proviso regarding Contractor at the end of this sentence regarding obligations to repay the Loan Balance) or (b) the wrongful or negligent acts or omissions of any party in the conduct or performance of the Work or Contractor's or Customer's duties under the terms of this Agreement; provided, however, that in no event shall Contractor be deemed a co-obligor, surety or guarantor of Customer's obligations to repay the Loan Balance under this Agreement.

Customer represents and warrants that (a) Customer is receiving this Loan for Work obtained in connection with Customer's business, and not for personal, family or household purposes; (b) Customer, if not an individual, is duly organized, validly existing and in good standing under the laws of its state of formation, and has full power and authority to enter into this Agreement and to carry out the provisions of this Agreement. Customer is duly qualified and in good

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

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

Within sixty (60) days of Customer's and Contractor's written confirmation sent to SDG&E On-Bill Financing Program Administrator at address listed below of completion of the Work, SDG&E will (a) conduct a post installation inspection and project verification; (b) adjust, if necessary, the total cost, Incentive, Loan Balance, monthly payment, and loan term as stated above; and (c) issue a check (the "Check") for all amounts SDG&E approves for payment in accordance with the Agreement. The date of such issuance is the "Issuance Date". The Check shall be issued if the Work conforms to all requirements of the Agreement including, without limitation, the Application. If the Check is made payable to Customer, Customer shall be responsible to pay the amount thereof to Contractor. If the Check is less than the amount due from Customer to Contractor, Customer shall be responsible for the excess. Customer shall repay the Loan Balance to SDG&E as provided in this Loan Agreement irrespective of whether or when the Work is completed, or whether the Work is in any way defective or deficient.

The Customer agrees to repay to SDG&E the Loan Balance, in the number of payments listed below and in equal installments (with the final installment adjusted to account for rounding), by the due date set forth in each SDG&E utility bill rendered in connection with Customer's account (identified by the number set forth below) ("Account"), commencing with the bill which has a due date falling at least 30 days after the Issuance Date. Amounts due under this Loan Agreement shall be deemed to be amounts due under each bill to the Account, and a default under this Loan Agreement shall be treated as a default under the Account. Although a late payment fee may be assessed for delinquent payment of a utility bill, however, no late payment fee will be assessed for delinquent Loan repayment. If the Customer is unable to make a full utility bill payment in a given month, payment arrangements may be made at SDG&E's discretion. Any partial utility bill payments will be applied to energy charges before payment of the Loan Balance. Further payment details are set forth below. Any notice from SDG&E to Customer regarding the Program or the transactions contemplated under the Loan Agreement may be provided within any such bill, and any such notices may also be provided to Customer or Contractor at the addresses below or as elsewhere specified in the Loan Agreement, and shall be effective five (5) days after they have been mailed. The monthly payments will be included by SDG&E on the Account's regular energy service bills. The Loan Balance shall not bear interest. There are no pre-payment penalties; however, Customer agrees to notify the On-Bill Financing Program Staff of pre-payment amounts at the time of payment by telephoning the toll free phone

number 1-800-411-SDG&E and by sending written notice to SDG&E On-Bill Financing Program Administrator at the address listed below. In the event the Account is closed or terminated for any reason, or Customer defaults under the Agreement, the Customer will be required to repay the entire then-unpaid Loan Balance within 30 days. Customer understands that without limiting any other remedy available to SDG&E against Contractor or Customer, failure to repay the Loan Balance in accordance with the terms of the Agreement could result in shut-off of utility energy service, adverse credit reporting, and collection procedures, including, without limitation, legal action.

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

Check Made Payable to Contractor  \$ \_\_\_\_\_ (Loan Balance Amount)      Customer  \$ \_\_\_\_\_ (Loan Balance Amount)

**CUSTOMER INFORMATION**

**CONTRACTOR INFORMATION**

NAME ON ACCOUNT (CUSTOMER OF RECORD)
SDG&E ACCOUNT NUMBER
SERVICE ADDRESS
CA
CITY, STATE, ZIP
NAME AND TITLE OF AUTHORIZED REPRESENTATIVE OF CUSTOMER
RELATIONSHIP TO CUSTOMER OF RECORD
FEDERAL TAX ID OR SOCIAL SECURITY #
SIGNATURE OF AUTHORIZED REPRESENTATIVE OF CUSTOMER
/ /
DATE
<b>ACCEPTED: SAN DIEGO GAS &amp; ELECTRIC COMPANY</b>

CONTRACTOR (VENDOR) NAME
NAME AND TITLE OF AUTHORIZED REPRESENTATIVE OF CONTRACTOR
BUSINESS ADDRESS
CA
CITY, STATE, ZIP
BUSINESS PHONE NUMBER
FEDERAL TAX ID OR SOCIAL SECURITY #
SIGNATURE OF AUTHORIZED REPRESENTATIVE OF CONTRACTOR
/ /
DATE

By: \_\_\_\_\_  
SDG&E OBF PROGRAM ADMINISTRATOR

DATE \_\_\_\_\_

PRINTED NAME, TITLE

Address: PO Box 129831, CP62E, San Diego, CA 92112-9831



San Diego Gas & Electric Company  
San Diego, California

Revised Cal. P.U.C. Sheet No. 17454-G

Canceling Revised Cal. P.U.C. Sheet No. 16340-G

**SAMPLE FORMS**

Sheet 1

FORM 132-6263/1

On-Bill Financing Loan Agreement for Self-Installers

(02/09)

(See Attached Form)

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Advice Ltr. No. 1841-G

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

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**Lee Schavrien**  
Senior Vice President  
Regulatory Affairs

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## ON-BILL FINANCING LOAN AGREEMENT FOR SELF INSTALLER

The undersigned customer ("Customer") will obtain and perform energy efficiency equipment and services (the "Work"). Subject to the conditions (including the process for Adjustment ) set forth in the next paragraph, San Diego Gas & Electric Company ("SDG&E") shall extend a loan (the "Loan") to Customer in the amount of the loan balance (the "Loan Balance") pursuant to the terms of this On-Bill Financing Loan Agreement ("Loan Agreement") and Rule No. 40 (the "Rule"). Customer shall provide the Work as described in the On-Bill Financing Application ("Application").

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

**SDG&E shall have no liability in connection with, and makes no warranties, expressed or implied, regarding the Work.** Customer shall indemnify and hold harmless SDG&E, its affiliates, and their respective owners, officers, directors, employees and agents thereof, from and against all claims, demands, liabilities, damages, fines, settlements or judgments which directly arise from or are caused by (a) any breach of the Agreement or (b) the wrongful or negligent acts of omissions of any party in the conduct or performance of the Work or Customer's duties under the terms of this Agreement.

Customer represents and warrants that (a) Customer is receiving this Loan for Work obtained in connection with Customer's business, and not for personal, family or household purposes; (b) Customer, if not an individual, is duly organized, validly existing and in good standing under the laws of its state of formation, and has full power and authority to enter into this Agreement and to carry out the provisions of this Agreement. Customer is duly qualified and in good standing to do business in all jurisdictions where such qualification is required; (c) this Loan Agreement has been duly authorized by all necessary proceedings, has been duly executed and delivered by Customer and is a valid and legally binding agreement of Customer duly enforceable in accordance with its terms; (d) no consent, approval, authorization, order, registration or qualification of or with any court or regulatory authority or other

governmental body having jurisdiction over Customer is required for, and the absence of which would adversely affect, the legal and valid execution and delivery of this Loan Agreement, and the performance of the transactions contemplated by this Loan Agreement; (e) the execution and delivery of this Loan Agreement by Customer hereunder and the compliance by Customer with all provisions of this Loan Agreement: (i) will not conflict with or violate any Applicable Law; and (ii) will not conflict with or result in a breach of or default under any of the terms or provisions of any loan agreement or other contract or agreement under which Customer is an obligor or by which its property is bound; (f) all factual information furnished by Customer to SDG&E is true and accurate; and (g) the On-Bill Financing Program ("Program") was a determining factor in its decision to have the Work performed.

The Application must include the Federal Tax Identification Number or Social Security Number of the party who will be the recipient of the check for the loan amount. Checks will be issued directly to the Customer. Customer understands that SDG&E will not be responsible for any tax liability imposed on the Customer or any third party in connection with the transactions contemplated under the Agreement, whether by virtue of the Loan contemplated under the Agreement, or otherwise, and Customer shall indemnify SDG&E for any tax liability imposed upon SDG&E as a result of the transactions contemplated under the Agreement.

Within sixty (60) days of Customer's written confirmation sent to SDG&E On-Bill Financing Program Administrator at address listed below of completion of the Work, SDG&E will (a) conduct a post installation inspection and project verification; (b) adjust, if necessary, the total cost, Incentive, Loan Balance, monthly payment, and loan term as stated above; and (c) issue a check (the "Check") for all amounts SDG&E approves for payment in accordance with the Agreement. The date of such issuance is the "Issuance Date". The Check shall be issued if the Work conforms to all requirements of the Agreement including, without limitation, the Application. If the Check is less than the amount due from Customer to any third party in respect of the Work, Customer shall be responsible for the excess. Customer shall repay the Loan Balance to SDG&E as provided in this Loan Agreement irrespective of whether or when the Work is completed, or whether the Work is in any way defective or deficient.

The Customer agrees to repay to SDG&E the Loan Balance, in the number of payments listed below and in equal installments (with the final installment adjusted to account for rounding), by the due date set forth in each SDG&E utility bill rendered in connection with Customer's account (identified by the number set forth below) ("Account"), commencing with the bill which has a due date falling at least 30 days after the Issuance Date. Amounts due under this Loan Agreement shall be deemed to be amounts due under each bill to the Account, and a default under this Loan Agreement shall be treated as a default under the Account. Although a late payment fee may be assessed for delinquent payment of a utility bill, however, no late payment fee will be assessed for delinquent Loan repayment. If the Customer is unable to make a full utility bill payment in a given month, payment arrangements may be made at SDG&E's discretion. Any partial utility bill payments will be applied to energy charges before payment of the Loan Balance. Further payment details are set forth below. Any notice from SDG&E to Customer regarding the Program or the transactions contemplated under the Loan Agreement may be provided within any such bill, and any such notices may also be provided to Customer at the addresses below or as elsewhere specified in the Loan Agreement, and shall be effective five (5) days after they have been mailed. The monthly payments will be included by SDG&E on the Account's regular energy service bills. The Loan Balance shall not bear interest. There are no pre-payment penalties; however, Customer agrees to notify the On-Bill Financing Program Staff of pre-payment amounts at the time of payment by telephoning the toll free phone number listed on the bill and by sending written notice to SDG&E On-Bill Financing Program Administrator at the address listed below. In the event the Account is closed or terminated for any reason, or Customer defaults under the Agreement, the Customer will be required to repay the entire then-unpaid Loan Balance within 30 days. Customer understands that without limiting any other remedy available to SDG&E against Customer, failure to repay the Loan Balance in accordance with the terms of the Agreement could result in shut-off of utility energy service, adverse credit reporting, and collection procedures, including, without limitation, legal action.

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

<i>NAME ON ACCOUNT (CUSTOMER OF RECORD)</i>
<i>SDG&amp;E ACCOUNT NUMBER</i>
<i>SERVICE ADDRESS</i>
<i>CA</i>
<i>CITY, STATE, ZIP</i>
<i>NAME AND TITLE OF AUTHORIZED REPRESENTATIVE OF CUSTOMER</i>
<i>RELATIONSHIP TO CUSTOMER OF RECORD</i>
<i>FEDERAL TAX ID OR SOCIAL SECURITY #</i>
<i>SIGNATURE OF AUTHORIZED REPRESENTATIVE OF CUSTOMER</i>
/ /
<i>DATE</i>
<b>ACCEPTED: SAN DIEGO GAS &amp; ELECTRIC COMPANY</b>

**BY:** \_\_\_\_\_ *SDG&E OBF PROGRAM ADMINISTRATOR* \_\_\_\_\_ *DATE*

\_\_\_\_\_  
*PRINTED NAME, TITLE*

Address: PO Box 129831, CP 62E, CA 92112-9831



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

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Resolution No.



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