

# 2021 EcoChoice® Application

## Section 1 > Program Overview

EcoChoice® gives you the ability to reduce your carbon footprint and purchase clean, renewable energy for your home or business. You can now support the environment and promote the growth of renewable energy in our region with no upfront installation costs or impacts to your property.

When you enroll, SDG&E® buys renewable energy on your behalf from large generating facilities built specifically for EcoChoice.<sup>1</sup> You can enroll from 50% to 100% of your electricity usage in the program and either pay a premium or receive a credit each month based on the size of your renewable energy subscription. You keep all of the benefits, and the more renewable energy you buy the more renewable generation we can build.

EcoChoice is currently comprised of 100% solar energy from facilities located in Southern California, but other renewable generation technologies like wind may be added in the future.<sup>2</sup>



EcoChoice is Green-e® Energy certified, and meets the environmental and consumer-protection standards set forth by the nonprofit Center for Resource Solutions. Learn more at [www.green-e.org](http://www.green-e.org).

## Section 2 > How to Enroll

The quickest, most convenient way to enroll is online at [sdge.com/EcoChoice](http://sdge.com/EcoChoice). If you would like to enroll using this paper form, please submit your application to:

**Email:** [CTTS@sdge.com](mailto:CTTS@sdge.com)

Questions? Visit [sdge.com/EcoChoice](http://sdge.com/EcoChoice), email us at [CTTS@sdge.com](mailto:CTTS@sdge.com), or call us at 1-800-411-SDGE (7343).

## Section 3 > Eligibility

You are eligible to participate in EcoChoice if you get electricity service from SDG&E and:

- Do not take service under Schedule NEM, NEM-V, RES-BCT or other distributed generation rate;<sup>3</sup>
- Do not buy your electricity directly from an Electric Service Provider (also known as Direct Access);
- Are not currently participating in a SDG&E pilot rate program;
- Are not a customer who has voluntarily withdrawn from the program less than one (1) year ago beginning on the effective date of your withdrawal; and
- Are not currently enrolled in EcoShare.

<sup>1</sup> New renewable energy facilities take time to build and a temporary pool of Southern California solar facilities (Interim Pool) will be used to serve any excess program demand that is not currently served by a dedicated EcoChoice renewable energy facility. New facilities built for EcoChoice will be located in San Diego County or the Imperial Valley.

<sup>2</sup> For comparison, the current average mix of resources supplying SDG&E customers includes: Biomass and Bio-waste (2%), Solar (17%), Wind (13%), Natural Gas (24%), and Other (44%). This resource mix was reported in SDG&E's 2019 Power Content Label. Renewables contained in SDG&E's default resource mix are not Green-e® Energy certified.

<sup>3</sup> Net Energy Metering (NEM) is a program for residential or business customers with rooftop solar. Renewable Energy Self-Generation Bill Credit Transfer (RES-BCT) is a program for local government customers wishing to use onsite renewable generation.

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## Section 4 > Requirements<sup>4</sup>

1. The maximum subscription size for most customers is 2 MW of electric demand, averaged annually.
2. The following entities may subscribe to 4 MW of electric demand, averaged annually: federal, state, or local governments, schools or school districts, county offices of education, the California Community Colleges, the California State University, and the University of California.
3. A minimum one (1) year agreement term is required. If you terminate your participation in EcoChoice, you may not re-enroll in the program for a one-year period beginning on your withdrawal date.

## Section 5 > Current Pricing

Customer Segment	EcoChoice Premium
Residential	\$0.05315/kWh
Small commercial	\$0.05081/kWh
M/L Commercial & Industrial	\$0.04644/kWh
Agriculture	\$0.05910/kWh
Street Lighting	\$0.06161/kWh

Prices effective July 1, 2021

A premium or credit will be applied to each kWh enrolled in EcoChoice, depending upon the customer segment. These costs/credits are in addition to your normal billing charges and represent the cost of providing renewable energy based on the size of your subscription. These charges or credits will appear as a new line item on your normal SDG&E electricity bill.

**Prices subject to change in accordance with annual rate updates, as well as potential off-cycle updates as approved by the California Public Utilities Commission (CPUC).**

## Section 6 > Customer Information (all fields required)

Completion of this application does not guarantee enrollment into the EcoChoice program. Your application will be processed in the order in which it was received, and program capacity must be verified before enrollment becomes effective.

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Name of Company (Business Customers Only)		<b>SDG&amp;E Account Number</b> Your account number can be found at the top of a recent SDG&E bill or by logging into <a href="https://sdge.com/myaccount">sdge.com/myaccount</a>										
<hr/>												
Customer Name as it appears on the SDG&E bill												
<hr/>												
Name of Contact Person												
<hr/>												
Email Address of Contact Person	Telephone # of Contact Person											
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Service Street Address	City, State, Zip											
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<sup>4</sup> EcoChoice is governed by the program tariff (Schedule GT), which contains additional information on pricing, terms, and conditions. The tariff can be found at [http://regarchive.sdge.com/tm2/pdf/ELEC\\_ELEC-SCHEDS\\_GT.pdf](http://regarchive.sdge.com/tm2/pdf/ELEC_ELEC-SCHEDS_GT.pdf).

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Mailing Street Address (if different)

City, State, Zip

## Section 7 > Enrollment Information

Please identify how you would like to have EcoChoice applied to your account. Most customers will select to have all electric meters enrolled, but you may identify specific meter numbers if your account has more than one electric service point (this is not common for residential customers).

☐ Enroll all electric meters on my SDG&E account

☐ Specify certain electric meters to enroll (*list meters below*)<sup>5</sup>

Meter #1	Meter #2	Meter #3

**Subscription Percentage (select one, applies to all enrolled meters):**

☐ 50%

☐ 60%

☐ 70%

☐ 80%

☐ 90%

☐ 100%

## Section 8 > EcoChoice Customer Enrollment Agreement

This **EcoChoice Customer Enrollment Agreement** (the "Agreement") is between **San Diego Gas & Electric Company**, a California corporation, ("SDG&E") and \_\_\_\_\_, ("Customer"), on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ ("Effective Date"). SDG&E and Customer are each referred to in this Agreement as a "Party" and collectively as the "Parties." Any terms not defined in this Agreement are defined in SDG&E's Schedule GT ("Tariff").<sup>6</sup> This Agreement and the Tariff govern Customer's enrollment and participation in the SDG&E's Shared Renewables Green Tariff program, called *EcoChoice* ("Program"), in accordance with the rules for the Program promulgated by the California Public Utilities Commission ("CPUC").

### **AGREEMENT**

The Parties agree as follows:

1. **Customer of Record.** Customer represents and warrants that Customer is the customer of record on the SDG&E service account listed above or is an authorized representative of the customer of record.
2. **Information Provided.** Customer, on behalf of itself and any affiliates, subsidiaries or parent company of Customer, and its and their directors, officers, shareholders, members, employees, agents, representatives, contractors, subcontractors, consultants, authorized agents, authorized representatives and respective successors and assigns (collectively, "Customer Parties") represents and warrants that the

<sup>5</sup> Please submit multiple forms if you need more than three spaces for individual meter numbers.

<sup>6</sup> [http://regarchive.sdge.com/tm2/pdf/ELEC\\_ELEC-SCHEDS\\_GT.pdf](http://regarchive.sdge.com/tm2/pdf/ELEC_ELEC-SCHEDS_GT.pdf)

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information provided by Customer in this Agreement and any related Program application materials is true and correct in all respects.

3. Customer's Acceptance of Risk. **CUSTOMER AGREES TO PARTICIPATE IN THIS PROGRAM ENTIRELY AT ITS OWN RISK.** BY SIGNING THIS AGREEMENT, CUSTOMER ACKNOWLEDGES AND UNDERSTANDS, WITHOUT LIMITATION, THAT CUSTOMER MAY LOCK IN HIGHER ENERGY RATES THAN THOSE PAID BY OTHER CUSTOMERS DURING CUSTOMER'S PARTICIPATION IN THE PROGRAM, PAY MORE FOR ELECTRICITY THAN OTHER SDG&E CUSTOMERS, BE SUBJECT TO AN INCREASE IN CUSTOMER'S TOTAL ENERGY BILL BECAUSE OF CUSTOMER'S PARTICIPATION IN THE PROGRAM, BE UNABLE TO TRANSFER OR CANCEL ITS SUBSCRIPTION IN THE PROGRAM, BE REQUIRED TO PAY TERMINATION FEES, FAIL TO QUALIFY FOR OR BECOME INELIGIBLE FOR THE PROGRAM, OR INCUR FEDERAL OR STATE TAX LIABILITY WITH RESPECT TO ITS PARTICIPATION IN THE PROGRAM.

4. Limitation of SDG&E's Liability. In no event will any SDG&E Party be liable to any Customer Party for any indirect, consequential, incidental, punitive, exemplary or special damages, including but not limited to loss of Customer's subscription, loss of investment, lost profits, loss of use, loss of business revenue, loss of goodwill, or penalties or fines assessed by a governmental authority, even if such damages are reasonably foreseeable on the Effective Date of this Agreement. The limitation set forth in this paragraph shall apply whether Customer Party's damages arise under contract, tort, strict liability or any other theory of law, and whether fault or strict liability of an SDG&E Party is a joint, concurrent or contributory factor, except in the event of an SDG&E Party's fraud, gross negligence, or willful misconduct. The limitations of liability set forth in this paragraph apply to this entire Agreement.

CUSTOMER UNDERSTANDS AND AGREES THAT SDG&E'S TOTAL LIABILITY FOR ANY DAMAGES SUFFERED BY ANY CUSTOMER PARTY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED THE DOLLAR VALUE OF ANY BILL CREDITS EARNED BY SUCH CUSTOMER PARTY DURING ITS PARTICIPATION IN THE PROGRAM.

5. Tax Liability. The bill credits received by Customer under the Program may be considered income for tax purposes and could be taxable. Customer is urged to consult its tax advisor concerning the taxability of such bill credits. SDG&E will report all bill credits totaling more than \$600 in any calendar year to the IRS on Form 1099. SDG&E is not responsible and disclaims all liability for any taxes imposed or assessed on Customer as a result of Customer's receipt of any bill credit under this Program.

6. Program Modification. SDG&E reserves the right to modify or terminate the Program at its discretion, without prior notice, or by order of the California Public Utilities Commission. Termination of the Program will automatically terminate this Agreement. SDG&E disclaims all liability that may arise from such modification or termination.

7. Disclaimer of Duty. SDG&E disclaims any fiduciary duty or obligation SDG&E may have to Customer with respect to the management, operation or termination of any power purchase agreement governing the purchase of power from any EcoChoice Renewable Generating Facility in favor of SDG&E's unbundled ratepayers as a whole. Customer acknowledges that SDG&E may make operational decisions on behalf of its ratepayers with respect to an EcoChoice Renewable Generating Facility that may conflict with Customer's interests and SDG&E shall not be liable to Customer for making such decisions or any claims, causes of action, damages or expenses arising therefrom.

8. Disputes. All disputes between Customer and SDG&E shall be handled in accordance with SDG&E's Electric Tariff Rule 10, Disputed Bills, and Rule 11, Discontinuance of Service.

9. Governing Law. All actions brought under or in relation to this Agreement shall be construed and enforced in accordance with the laws of the State of California.

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10. Modification. This Agreement cannot be modified or amended in any way, except in a writing executed by both Parties.

11. Severability. If any term, provision or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the rest of the Agreement will remain in full force and effect and will in no way be affected, impaired, or invalidated.

12. Waiver. The waiver by either Party of a breach by the other Party of any term in this Agreement shall not be considered a waiver of any other term or any breach of the same term.

13. Complete Agreement. This Agreement constitutes an integration of the entire understanding and agreement of the parties hereto with respect to the subject matter of this Agreement. Any representation, warranty, promise or condition pertaining to such subject matter, whether written or oral, not specifically incorporated into this Agreement shall not be binding upon the parties hereto and the parties acknowledge that in entering into this Agreement they have not relied upon any representations, promises, or conditions not specifically set forth herein. Sections 4, 5, 6, 8, 9, 13, and 15 shall survive termination of this Agreement.

14. Counterparts. This Agreement may be executed by Customer and SDG&E in one or more counterparts, each of which when so executed and delivered shall be deemed to be an original, but all such counterparts shall together constitute one and the same instrument.

15. Successors and Assigns. This Agreement shall be binding on and inure to the benefit of each of the Parties and the Parties' respective successors and assigns.

**BY SIGNING BELOW**, Customer represents and warrants on behalf of itself and each Customer Party that it has fully read and understands all of the terms and conditions of this Agreement and the Tariff, and shall comply with all of the obligations of Customer set forth therein.

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Signature \_\_\_\_\_ Date \_\_\_\_\_

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Print Name \_\_\_\_\_ Title (Business Customers Only) \_\_\_\_\_