



**RULE 27**

Sheet 1

COMMUNITY CHOICE AGGREGATION RULES

TABLE OF CONTENTS

<u>A.</u> CUSTOMER SERVICE ELECTIONS	2
<u>B.</u> GENERAL TERMS	3
<u>C.</u> CUSTOMER INQUIRIES AND DATA ACCESSIBILITY	9
<u>D.</u> BASIC CCA SERVICES	10
<u>E.</u> CCA SPECIALIZED SERVICE REQUESTS, INCLUDING PHASE-IN	11
<u>F.</u> CCA IMPLEMENTATION PLAN AND CCA SERVICE ESTABLISHMENT	12
<u>G.</u> CCA SERVICE CUSTOMER ELIGIBILITY	14
<u>H.</u> CCA CUSTOMER NOTIFICATION PROCESSES	15
<u>I.</u> CCA CUSTOMER OPT-OUT PROCESSES	16
<u>J.</u> CCA SERVICE MASS ENROLLMENT PROCESSES	17
<u>K.</u> CUSTOMER RELOCATION PROCESSES FOLLOWING MASS ENROLLMENT	18
<u>L.</u> CCA CUSTOMERS RETURNING TO THE UTILITY BUNDLED SERVICE	19
<u>M.</u> CCA SERVICE REQUESTS (CCASR) AFTER MASS ENROLLMENT	22
<u>N.</u> METERING SERVICES	24
<u>O.</u> BOUNDARY METERING SPECIAL REQUESTS	25
<u>P.</u> BILLING SERVICE OBLIGATIONS	26
<u>Q.</u> PAYMENT AND COLLECTION TERMS	29
<u>R.</u> LATE OR PARTIAL PAYMENTS AND UNPAID BILLS	30
<u>S.</u> VOLUNTARY CCA SERVICE TERMINATION	30
<u>T.</u> INVOLUNTARY SERVICE CHANGES	31
<u>U.</u> SERVICE DISCONNECTIONS AND RECONNECTIONS	34
<u>V.</u> CREDIT REQUIREMENTS	34

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**RULE 27**

COMMUNITY CHOICE AGGREGATION RULES

Community Choice Aggregation Service (CCA Service) permits cities, counties, cities and counties, or a joint powers agency whose governing board(s) have elected to acquire their electric power needs, hereinafter referred to as Community Choice Aggregators (CCA), to provide electric services to utility end-use customers located within their service area(s) as set forth in California Public Utilities (PU) Code Section 366.2 and other Commission directives.

The following terms and conditions apply to both Utility customers and CCAs who participate in CCA Service and are not meant to include all requirements that may otherwise be mandated to comply with state laws, the PU Code, Federal Energy Regulatory Commission (FERC) Rules, and California Independent System Operator (ISO) Rules applicable to CCAs and CCA Service. CCA Service shall refer to the electric service provided by a CCA to any group of end-use electric customers located within the service area of the CCA who have not elected to opt-out from such service and receive electricity procurement and other related services from the CCA.

This Rule immediately supersedes interim Rule 27 and interim Rule 27.1 in their entirety.

A. CUSTOMER SERVICE ELECTIONS

1. Utility Bundled Services

This service preserves traditional utility electric services, under which the Utility performs all electric energy services for the end-use customer including metering, billing, collection, and customer services. Customers not receiving service under CCA Service or Direct Access Service shall receive service under the Utility Bundled Services.

2. Non-Utility Energy Services

a. Community Choice Aggregation Service (CCA Service)

This service permits cities, counties, a city and county, or any group of cities, counties, or cities and counties, as defined by PUC Section 331.1, whose governing boards have elected to do so, to aggregate the electric load of utility end-use customers within their service areas for the purposes of acquiring and providing their electric power needs. These entities are CCAs. Customers that have not elected to opt-out of CCA Service or at the customer's election shall have their electric power procured by the CCA.

b. Direct Access

This service election allows customers to purchase electric power and, at the customer's election, additional energy services from non-utility entities known as Energy Service Providers (ESPs). Direct Access service is governed by Rule 25. Direct Access customers are eligible for CCA Service participation pursuant to the provisions set forth in Section G of this Rule.

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**RULE 27**

COMMUNITY CHOICE AGGREGATION RULES

B. GENERAL TERMS

1. Definitions

The definitions of principal terms used in this Rule are found either herein or in Rule 1, Definitions. Unless otherwise stated, all references to "customer" in this Rule will refer to the Utility customers that have service accounts within a CCA's service area. Unless otherwise stated, all references to "service account" shall refer to individual customer meters. Unless otherwise stated, all references to "Utility" shall refer to SDG&E.

The descriptive section headings of this Rule have been inserted for convenience of reference only and shall in no way define, modify or restrict any of the terms and provisions thereof.

2. General Obligations of the Utility

a. Non-Discrimination

Utility shall discharge its responsibilities under this Rule in a fully cooperative, fair and non-discriminatory manner as to providers of all commodities and services, which are subject to CCA and Direct Access Service. Pursuant to D.05-12-041, fully cooperative is defined to mean the Utility shall facilitate the CCA program and a CCA's efforts to implement it to the extent reasonable and in ways that do not compromise other Utility services.

b. Requests for Utility Services

The Utility shall process requests for similar Utility services, such as Community Choice Aggregation Service Requests (CCASRs), in the same manner and within the same period of time for all CCAs and their respective customers.

c. Timeliness and Due Diligence

Consistent with State law and Commission decisions, the Utility shall exercise due diligence in meeting its obligations and deadlines under this Rule so as to implement CCA Service as quickly as possible.

d. Transmission and Distribution Service

Subject to the terms and conditions of the CCA Service Agreement (Form 124-1000), applicable utility tariffs, applicable FERC rules and CCA's and customer's compliance with their terms and conditions, the Utility shall provide transmission and distribution services under applicable tariffs and contracts for delivery of electric power to CCA customers.

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**RULE 27**

COMMUNITY CHOICE AGGREGATION RULES

B. GENERAL TERMS (Continued)

3. General Obligations of CCAs

a. Timeliness and Due Diligence

CCAs shall exercise due diligence in meeting their obligations and deadlines under this Rule, applicable laws and Commission decisions. CCAs shall make all payments owed to the Utility under this Rule in a timely manner subject to applicable payment dispute provisions.

b. Arrangements with CCA Customers

CCAs shall be solely responsible for having contractual or other arrangements with their customers necessary to implement CCA consistent with all applicable laws, Commission requirements and this Rule. The Utility shall not be responsible for monitoring, reviewing or enforcing such contracts or arrangements.

c. Scheduling Coordinator

As a requirement of this Rule, CCAs providing electric power shall have one or more Scheduling Coordinators. The Utility shall not be responsible for enforcing requirements applicable to the performance of Scheduling Coordinators.

4. Transfer of Cost Obligations Between CCAs and Customers

Nothing in this Rule is intended to prevent CCAs and customers from agreeing to reallocate between them any costs for CCA Services which are designated in this Rule to be paid by either of them.

5. Responsibility for Electric Purchases

CCAs have exclusive responsibility for obtaining and providing the electric power needs (including ancillary services) of their CCA customers and to deliver such power to the necessary grid location required to serve electric power needs to those customers.

6. The Utility Not Liable for CCA Services

If a customer receives service from a CCA, the Utility has no obligations to the customer with respect to the services provided by the CCA. The customer must look to the CCA to carry out the responsibilities associated with that service.

7. CCA Not Liable for Utility Services

To the extent the customer receives service from the Utility, a CCA has no obligations to the customer with respect to the services provided by the Utility. The customer must look to the Utility to carry out the responsibilities associated with that service.

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**RULE 27**

COMMUNITY CHOICE AGGREGATION RULES

B. GENERAL TERMS (Continued)

8. Load Aggregation for Procuring Electric Power

CCAs may aggregate individually metered electric loads located within the service area of the CCA only for the purpose of procuring electric power and ancillary services. Load aggregation shall not be used to determine the Utility charges or tariff applicability. The right of customers to physically aggregate by combining multiple accounts into a single metered account as permitted under Commission-approved tariffs is not restricted by this section.

9. Split Loads Not Allowed

Customers participating in CCA may not partition the electric loads of an individual service account among electric service options or providers. The entire load of an individual service account must receive service under only one electric service option or provider.

10. Residential Customers

All residential customers, as defined in Rule 1, located within a CCA's service area shall be offered CCA Service.

11. Interval Metering

Interval metering shall refer to a meter device capable of recording the minimum data required for (a) hourly data required for the CCA Service settlement process; and (b) data required to bill utility distribution tariffs.

12. Statistical Load Profiles

The Utility shall provide statistical load profiles, in place of Interval Metering, to permit the Utility or CCA to compute the bills for all CCA customers who have service accounts where interval metering data is not provided to the CCA. Statistical load profiles shall be applied as authorized by the Commission.

13. Master Metered Customers

Individual master metered customers who provide sub-metered tenant billings, may participate in CCA Service as a single account. A master metered customer may not partition the electric loads of a single master meter among several electric service options or providers. The entire load of a single master meter must receive service under one electric service option and provider.

14. Service Fees and Other Charges

a. The Utility costs for services provided to a CCA or CCA customer shall be charged to the CCA or customer as set forth in the appropriate Utility rate schedule. The Utility may charge service fees for CCA related services described in this Rule only for the incremental costs associated with providing these services and provided that service fees do not assess charges on CCAs for billing processes or customer services that are unrelated to services and customer billings associated with the CCA's CCA Service or are collected in other utility rates, charges or fees.

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**RULE 27**

COMMUNITY CHOICE AGGREGATION RULES

B. GENERAL TERMS (Continued)

14. Service Fees and Other Charges (Continued)

- b. The Utility Service charges approved by the Commission, which may include, but are not limited to, service establishment charges and special meter reading fees, which are contained within or authorized by other tariffs are not affected by this Rule.
- c. Service fees for CCA Services are described in Schedule CCA.

15. Non-bypassable Obligations

As a condition of participating in CCA Service, CCA customers shall be responsible to pay for all non-bypassable charges authorized by the Commission and which the Utility may recover from customers in accordance with state law. The Utility shall continue to bill the customer for such charges. Disputed charges shall be resolved pursuant to the provisions set forth in Rule 10.

16. Franchise Fees And Other Charges

CCA Customers shall continue to be responsible to pay all applicable fees, surcharges and taxes as authorized by law. The Utility shall bill customers for franchise fees as set forth in PU Code Sections 6350 to 6354, and for fees as set forth in PU Code Sections 401 to 410. The CCA and the Utility shall each be responsible for calculating other fees, taxes, and surcharges for their respective services.

17. Liability In Connection With CCA Services

- a. In this Section, "damages" shall include all losses, harm, costs, and detriment, both direct and consequential, suffered by the customer.
- b. The Utility shall not be liable to the customer or CCA for any damages caused by the Utility's conduct in compliance with, or as permitted by, the Utility's electric rules and tariffs, the CCA Service Agreement and associated legal and regulatory requirements related to CCA Service.
- c. The Utility shall not be liable to the customer for any damages caused to the customer by any failure by CCA to comply with the Utility's tariffs, the CCA Service Agreement and associated legal and regulatory requirements related to CCA Service.
- d. The Commission shall have initial jurisdiction to interpret, add, delete or modify any provision of this Rule or the CCA Service Agreement, and to resolve disputes regarding the Utility's performance of its obligations under the Utility's tariffs, the CCA Service Agreement and requirements related to CCA Service, including any disputes regarding delays in the implementation of CCA.
- e. The Utility shall not be liable to the customer for any damages caused by CCA's failure to perform its obligations to the customer, including, but not limited to the obligation to provide electric supply services to the customer. The CCA shall not be liable to the customer for any damages caused by the Utility's failure to perform its obligations to the customer.
- f. A CCA is not the Utility's agent for any purpose. The Utility shall not be liable to the customer for any damages resulting from any acts, omissions, or representations made by CCA in connection with soliciting customers for CCA Service or performing any of its functions in rendering CCA Service.

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**RULE 27**

Sheet 7

COMMUNITY CHOICE AGGREGATION RULES

B. GENERAL TERMS (Continued)

17. Liability In Connection With CCA Services (Continued)

g. The Utility is not the CCA's agent for any purpose. The CCA shall not be liable to the customer for any damages resulting from any acts, omissions, or representations made by the Utility in connection with soliciting customers for CCA Service or performing any of its functions in rendering CCA Service.

18. CCA Implementation Plan

A CCA shall develop an Implementation Plan, as defined in PU Code Section 366.2(c)(3).

19. Sixty (60) Day Period

A Sixty (60) Day Period is a period of time equal to sixty (60) calendar days. For purposes of this Rule, two billing cycles or two calendar months are also equal to 60 calendar days.

20. Automatic Enrollment

Automatic Enrollment is the process whereby a CCA can automatically enroll an eligible customer in CCA Service. Customer participation in CCA Service may not require a positive written declaration, but all customers shall be informed of their right to opt-out of CCA Service. If no negative declaration is made by the customer during the initial 60-day initial notification period or the 60-day follow-up notification period, the customer shall be served through the CCA's CCA Service. Automatic Enrollment is the transfer of a customer's service account to CCA Service with no action taken by the customer to initiate the transfer.

21. CCA Customer Notification

CCA Customer Notification is the required CCA customer notification that informs customers of the CCA's CCA Service. The CCA Customer Notification must inform customers that (a) they are to be automatically enrolled in CCA Service, (b) the terms and conditions of CCA Service, and (c) the customer has the right to opt-out of CCA Service. The notification must also include a mechanism by which a potential customer may opt-out of CCA Service. To qualify for Automatic Enrollment the CCA shall fully inform participating customers (1) at least twice during a sixty (60) day period in advance of the date of Automatic Enrollment, and (2) at least twice during a 60 day period following enrollment in a CCA's Service.

22. Opt-Out of Automatic Enrollment

The term "opt-out" or "opt out" is the customer's election not to be served under CCA Service and to continue to receive its existing service. In order to exercise its right not to participate in CCA Service, a customer must request to "opt out" of CCA Service through the required action as prescribed in the CCA Notification. A customer may exercise its opt-out right at any time during a 60-day notification period prior to Automatic Enrollment through the end the second 60-day notification period subsequent to the Automatic Enrollment of a customer's account to CCA Service.

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**RULE 27**

COMMUNITY CHOICE AGGREGATION RULES

B. GENERAL TERMS (Continued)

22. Opt-Out of Automatic Enrollment (continued)

The terms and conditions of CCA service will be made available by the CCA. This CCA-specific information will be provided to customers pursuant to P.U. Code Section 366.2 (c)(13)(A-C) – either directly by the CCA or by the Utility pursuant to the provisions set forth in Section H – and will enable customers to make an informed decision whether or not to opt out of CCA service. Customers receiving section 366.2(c)(13)(A-C) notices regarding a CCA with more than one planned CCA phase-in date will be provided the required 60-day notices based around the date their particular phase-in commences.

23. Initial Notification Period

The Initial Notification Period is a period of time, lasting not less than sixty (60) days, leading up to the Automatic Enrollment date.

24. Follow-up Notification Period

The Follow-up Notification Period is a sixty (60) day period of time commencing immediately following the date of Automatic Enrollment.

25. CCA Cost Responsibility Surcharge (CCA-CRS)

As a condition of receiving CCA Service, CCA customers shall be responsible for paying a CCA Cost Responsibility Surcharge as set forth in Schedule CCA-CRS. The CCA-CRS shall be identified separately, as part of the Utility charges on the customer's monthly billing statement.

26. CCA Service Request (CCASR)

CCA Service Request (CCASR) is the electronic communication required to enroll or add customers to CCA Service, remove customers from CCA Service, change service options, and maintain customer information.

27. CCA Phase-In

Pursuant to D.04-12-046, a CCA has the ability to offer service to some eligible customers before others. This incremental enrollment process is defined as a Phase-In and shall be subject to the provisions set forth in Section E of this Rule.

28. CCA Service

This service permits cities, counties, a city and county, or any group of cities, counties, or cities and counties, as defined by PU Code Section 331.1, whose governing boards have elected to do so, to aggregate the electric load of utility end-use customers within their service areas for the purposes of acquiring and providing their electric power needs. These entities are CCAs. Customers that have not elected to opt-out of CCA Service or at the customer's election shall have their electric power procured by the CCA.

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**RULE 27**

Sheet 9

COMMUNITY CHOICE AGGREGATION RULES

C. CUSTOMER INQUIRIES AND DATA ACCESSIBILITY

1. Customer Inquiries

Customers contacting the Utility requesting information on CCA Service shall be referred to the CCA for assistance. The Utility shall provide the customer with the CCA's telephone number.

2. Customer Request To Initiate CCA Service

Eligible customers contacting the Utility requesting to initiate CCA Service from the CCA shall be processed by the Utility. The Utility shall notify the CCA pursuant to the provisions set forth in this Rule.

3. Access to Customer Data

a. The Utility shall provide customer-specific usage data pursuant to Schedule CCA-INFO. The Utility and CCA shall abide by the instructions of a customer as to the entities to whom access to the confidential customer information is provided.

b. When a customer is enrolled into CCA Service, the customer's account information will be sent to the CCA. Such information will include information such as metering information required for billing, settlement and other functions and twelve (12) months of historical usage data (if available).

c. A CCA has the option to request additional customer information pursuant to Schedule CCA-INFO.

4. Customer Inquiries Concerning Billing-Related Issues

Customer inquiries concerning the Utility's charges and services shall be directed to the Utility. Customer inquiries concerning the CCA's charges or services shall be directed to the CCA.

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**RULE 27**

Sheet 10

COMMUNITY CHOICE AGGREGATION RULES

C. CUSTOMER INQUIRIES AND DATA ACCESSIBILITY (Continued)

5. Customer Inquiries Related To Emergency Situations And Outages

- a. The Utility shall be responsible for responding to all inquiries related to distribution or transmission service, emergency system conditions, outages and safety situations. Customers contacting the CCA with such inquiries shall be referred directly to the Utility.
- b. It may be necessary for the Utility to shed or curtail customer load at the request of the ISO, or as otherwise provided by Commission-approved tariffs. Nothing in this rule or CCA Service shall change the criteria for load shedding established by the ISO or Commission.
- c. The Utility shall continue to be responsible for implementing Commission-approved load curtailment and demand response programs, including providing notification to participating customers.
- d. The CCA shall be responsible for notifying its Scheduling Coordinator of any notice issued to the CCA by the Utility under this Section.

D. BASIC COMMUNITY CHOICE AGGREGATION SERVICES

- 1. In accordance with Commission Decision D.04-12-046 and D.05-12-041, the processes set forth below describe basic services provided by the Utility to develop, implement and support CCA Service:
  - a. A standard opt-out service as defined in Section I.
  - b. A mass enrollment process, defined in Section J, whereby all eligible customers who have not opted-out of CCA Service, shall be automatically enrolled in CCA Service on the customer's scheduled meter read date during a one month period, subject to phasing or the mutual agreement of the Utility and CCA pursuant to the provisions set forth in Section E of this Rule.
  - c. On an ongoing basis, subsequent to the initial mass enrollment, the Utility shall initiate the customer's enrollment or transfer to CCA service, as defined in Section K, when the customer contacts the Utility to establish or relocate utility service.

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**RULE 27**

COMMUNITY CHOICE AGGREGATION RULES

E. CCA SPECIALIZED SERVICE REQUESTS, INCLUDING PHASE-IN

1. A CCA electing not to utilize the basic processes described above may request specialized services from the Utility at a cost to the CCA as set forth below. Specialized Services include any request for services that do not conform to the Utility's basic CCA services and processes in Section D. Specialized Services may include, but are not limited to CCA Phase-In, special reporting or other unique services.
  - a. A CCA interested in submitting a request for Specialized Services shall be responsible for funding an analysis of the impacts to the Utility normal operations and a study to determine the estimate of costs for which the CCA shall be responsible to pay.
  - b. A CCA requesting Specialized Services shall be responsible for executing a Specialized Services Agreement between the CCA and the Utility.
  - c. The Utility shall consider requests for Specialized Services on a case by case basis, provided that implementation can be accomplished without compromising the utility's customer service obligations, reliability or operational flexibility of the utility's systems.
  - d. The estimate of the costs for which the CCA shall be responsible, shall be provided to the CCA and shall be based upon time and materials costs and fees set forth in the appropriate Utility rate schedule. The estimate of costs shall include any cost savings that may occur as a result of the specialized service.
  - e. The CCA shall be responsible for all actual costs associated with Specialized Services, including but not limited to the development of the estimate of costs, the implementation of the Specialized Service and all applicable ongoing maintenance costs.
  - f. The costs associated with the initial implementation of any Specialized Services shall be paid in advance by the CCA before work is commenced.
  - g. The CCA and the Utility shall agree to a mutually acceptable implementation schedule. The implementation schedule shall take into consideration and provide priority to required utility system work, which may include work related to mandated regulatory changes, customer service obligations, computer system integrity testing and maintenance.

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**RULE 27**

COMMUNITY CHOICE AGGREGATION RULES

E. CCA SPECIALIZED SERVICE REQUESTS, INCLUDING PHASE-IN (Continued)

h. Pursuant to D.04-12-046 and D.05-12-041, a CCA may choose to phase-in CCA Service to customers. To assist the CCAs with their phase-in plans, the Utility has developed an optional standard phase-in service, more fully described in Schedule CCA, which requires minimal system changes to minimize the CCA's phase-in costs. A CCA, however, has the option to propose its own phase-in plan as a Specialized Service Request. Regardless whether a CCA chooses the standard phase-in service or proposes its own phase-in criteria, the Utility will cooperate with CCAs to phase-in groups of customers in ways that minimize utility and CCA costs. CCA phase-in service shall be subject to the provisions set forth in Schedule CCA and this section.

F. CCA IMPLEMENTATION PLAN AND CCA SERVICE ESTABLISHMENT

1. CCA Implementation Plan and CCA Registration With The Commission

a. Pursuant to D.05-12-041, the Executive Director shall develop and publish the steps of an informal process of review that provides a forum for the CCA and the utility to understand the CCA's implementation plans and assures that the CCA is able to comply with the Utility's tariffs.

***[Process details to be added once developed by the Executive Director]***

b. Pursuant to D.05-12-041, the Executive Director shall prepare and publish instructions for CCAs and utilities that include a timeline and describe the procedures for submitting and certifying receipt of the Implementation Plan, notice to customers, notice to CCAs of the appropriate CRS, and registration of CCAs.

***[Process details to be added once developed by the Executive Director]***

c. Pursuant to D.05-12-041, where the CCA fails to conform to the Utility's tariffs, the Utility shall decline to initiate service to the CCA. If the Utility refuses to facilitate the CCA's initiation of service or declines to provide service to the CCA, the Utility must inform the CCA and Commission of its reasons in writing. The CCA may file a formal complaint with the Commission if the CCA believes it or its customers have been improperly refused service, whether before a CCA's service is initiated or in a case where the Utility interrupts CCA services.

d. The CCA and the Utility shall follow the process below to resolve disputes over operational issues prior to the CCA's initiation of service.

***[Process details to be added once developed by the Executive Director]***

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**RULE 27**

COMMUNITY CHOICE AGGREGATION RULES

F. CCA IMPLEMENTATION PLAN AND CCA SERVICE ESTABLISHMENT (Continued)

- 2. The CCA shall provide to the utility the Commission's certification of (1) CCA registration, and (2) the amount of cost recovery that must be paid by its customers.
- 3. The earliest possible date a CCA may implement CCA Service shall be the date the CCA has fulfilled all requirements in the applicable tariffs, including service establishment requirements set forth in this Rule, or the date the CCA and the Utility agree is reasonable, whichever is later, unless stated otherwise in a Commission order or in a letter from the Commission's Executive Director. In advance of providing service to the first CCA in the Utility's service territory, the Utility shall require six (6) months from the date the first CCA files its Implementation Plan with the Commission or a mutually agreed upon date between the Utility and the CCA.

4. CCA Service Establishment

Prior to providing CCA Services within the Utility's service territory, the CCA must comply with the following requirements:

- a. CCAs must submit an executed CCA Service Agreement in the form attached hereto.
- b. The CCA remains fully responsible for its subcontractors, agents, and Scheduling Coordinators performing CCA related services on behalf of the CCA.
- c. The CCA must satisfy the Utility credit-worthiness requirements set forth in Section V, Credit Requirements.
- d. The CCA must satisfy applicable Electronic Data Exchange requirements, including:
  - (1) Completion of all necessary electronic interfaces for the CCA and the Utility to communicate for CCASRs, billing, collections, general communications and communication of meter reading and usage data from the utility.
  - (2) Have the capability to exchange data with the Utility via the Internet.
  - (3) Successful completion of all standard utility technical testing and must have the capability to communicate using Electronic Data Interchange (EDI), Internet, or an electronic format acceptable to the utility and enter into appropriate agreements related thereto. EDI testing may commence between CCA and the Utility at any time prior to CCA service commencing and both the Utility and CCA will make best efforts to complete EDI testing expeditiously.
- e. No outstanding charges related to Specialized Services defined in Section E.
- f. Confirmation that the CCA is registered with the Commission and that the CCA has filed an Implementation Plan with the Commission.

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**RULE 27**

COMMUNITY CHOICE AGGREGATION RULES

F. CCA IMPLEMENTATION PLAN AND CCA SERVICE ESTABLISHMENT (Continued)

5. Adding/Deleting A Municipality To An Existing CCA

This section is applicable to CCAs participating in a joint powers agency (JPA) pursuant to Chapter 5 (commencing with Section 6500) of Division 7 of Title 1 of the Government Code pursuant to Public Utilities Code Section 331.1.b. The CCA shall comply with each of the following:

- a. Before the Utility will process requests associated with a city or county joining or leaving an existing CCA, the CCA must execute a Specialized Services Agreement between the CCA and the Utility pursuant to the applicable provisions set forth in Section E of this Rule.
- b. Before the Utility will process requests associated with an existing CCA adding a city and/or county to its membership, the CCA must update or renew all requirements as specified in Sections F.1, F.2, F.3 and F.4 above.

G. CCA SERVICE CUSTOMER ELIGIBILITY

A CCA must offer to provide electric power to all residential customers located within its service area and pursuant to D.04-12-046. The CCA has the option to provide CCA Service to non-residential customers located within its service area. Pursuant to D.05-12-041, all customers, including active Direct Access customers, located within a CCA's service area that have been offered service by the CCA that do not affirmatively decline such service (opt-out), shall be served by the CCA. The Utility shall not be responsible or liable in any way for any costs, fees, or penalties associated with a customer's Automatic Enrollment in CCA Service.

- 1. Customers with a utility commodity contract term obligating them to remain on Utility Bundled Service, including Bundled Portfolio Service (BPS), shall be included in the CCA's Automatic Enrollment process and are subject to a CCA Cost Responsibility Surcharge as set forth in Schedule CCA-CRS. Customer inquiries concerning the Utility contract term requirements will be referred to the Utility.
- 2. Customers taking service under Net Energy Metering (NEM) Rate Schedules, shall be included in the CCA's Automatic Enrollment process and are subject to the provisions set forth in the Utility's NEM Rate Schedules which may preclude NEM eligibility or may require special metering prior to the switch to CCA service, as defined in Section J.
- 3. Customers currently under Direct Access service shall be included in the CCA's Automatic Enrollment process and are subject to a CCA Cost Responsibility Surcharge as set forth in Schedule CCA-CRS. The Utility may require Direct Access customers with meters that do not conform to the Utility's metering standards and are incompatible with current Utility metering reading systems to be replaced with a compatible meter prior to the switch to CCA service, as defined in Section M.

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**RULE 27**

COMMUNITY CHOICE AGGREGATION RULES

H. CCA CUSTOMER NOTIFICATION PROCESSES

1. CCA Customer Notifications

A CCA must provide required CCA Customer Notifications to participating customers eligible to receive Automatic Enrollment into CCA Service during the Initial Notification Period and Follow-up Notification Period. The CCA shall be solely responsible for all obligations associated with CCA Customer Notifications and performing those obligations consistent with the requirements set forth in PU Code Section 366.2, the CCA's Implementation Plan, Commission requirements and all applicable Commission orders. The Utility shall not be responsible for monitoring, reviewing or enforcing such obligations.

All notifications must include the necessary customer data and instructions that will allow customers to gain access to and complete the opt-out service described in Section I.

2. Utility CCA Customer Notification Services

- a. A CCA may request the Utility to provide the required CCA Customer Notifications on behalf of the CCA with adequate advance notice as set forth in Schedule CCA. Customized CCA Customer Notification mailing services may be provided to CCAs only upon agreement with the Utility.
- b. A CCA requesting to include its required customer notifications in the Utility's billing envelope is subject to the provisions set forth in Schedule CCA. The information in CCA customer notifications included in the Utility's billing envelope shall be limited to that required by PU Code Section 366.2(c)(13)(A).
- c. CCA is responsible to ensure mailing instructions provided to the Utility comply with the communication plan set forth in the CCA's Implementation Plan, rules and applicable laws.
- d. The standard CCA Customer Notification mailing(s), when provided by the Utility, shall be staggered based on the customers' billing cycles.

3. The following additional provisions apply to CCA Customer Notifications:

- a. The CCA and utility must mutually agree on the date before the CCA's Customer Notification process can begin.
- b. CCA Customer Notifications may be sent concurrently with the utility's billing cycles.
- c. Neither CCAs nor the Utility shall use the other party's logo on CCA Customer Notifications or other materials absent express written consent to do so. Neither party shall express nor imply that the other party is affiliated with, is a sponsor of, or endorses their services or other programs.

(Continued)



**RULE 27**

COMMUNITY CHOICE AGGREGATION RULES

H. CCA CUSTOMER NOTIFICATION PROCESSES (Continued)

3. The following additional provisions apply to CCA Customer Notifications: (Continued)

- d. If a CCA's Automatic Enrollment process is suspended by the CCA, the Commission or any other State agency, the CCA shall be responsible for all utility costs, including, but not limited to, customer communications associated with the suspension.

I. CCA CUSTOMER OPT-OUT PROCESSES

Pursuant to PU Code 366.2(13)(A)(i), all CCA Customer Notifications required for automatic enrollments into the CCA program shall include the opportunity for customers to opt out of CCA Service and continue to receive their existing service. Pursuant to PU Code § 366.2(c)(13)(C), the opt-out may take the form of a self-addressed return postcard indicating the customer's election to remain with, or return to, electrical energy service provided by the electrical corporation, or another straightforward means by which the customer may elect to derive electrical energy service through the electrical corporation providing service in the area. Pursuant to PU Code § 366.2 (c)(13)(B), a CCA may request that the Commission approve and order the utility to provide the Customer Notifications required in Subparagraph (A). If the CCA makes this request and the Commission approves it, the CCA shall use the Utility's opt-out process as set forth in subsection 1 below:

1. The utility shall provide an opt-out process to be used upon request by a CCA. The utility shall offer at least two (2) of the following options as a part of its opt-out process:
  - a. Reply letter or postcard (postage paid) enclosed in CCA Customer Notifications
  - b. Automated phone service
  - c. Internet service
  - d. Customer Call Center contact
2. Customers eligible for Automatic Enrollment in CCA Service must be notified twice during the Initial Notification period. If the utility is aware that a customer or group of customers has not received the required notifications, the utility shall immediately inform the CCA. If the CCA is aware that a customer or group of customers has not received the required notifications the CCA shall immediately inform the utility to remove the customer from Automatic Enrollment.
3. A customer opting out of CCA Service before or during the Initial Notification Period shall be removed from the Automatic Enrollment process.
4. Pursuant to D.05-12-041, every customer in the CCA's Automatic Enrollment that does not opt-out of CCA service shall be served by the CCA, including customers with commodity contracts, Direct Access customers and customers whose CCA Customer Notifications are returned unopened.
5. A customer opting out of CCA Service during the Follow-up Notification Period and after enrollment in CCA Service shall be returned to its previous service, without penalty, on the customer's next scheduled meter read date, consistent with CCASR processing timing as defined in Section M.

(Continued)





**RULE 27**

COMMUNITY CHOICE AGGREGATION RULES

I. CCA CUSTOMER OPT-OUT PROCESSES (Continued)

- 6. If a CCA using the utility's opt-out process pursuant to subsection 1 receives a customer request to opt out, the CCA should refer the customer to the Utility's standard opt-out process. Otherwise, the CCA should inform the utility of such opt-out requests in a fashion that is mutually agreeable to the utility and the CCA so that the utility can update its records.
- 7. The Utility shall provide notice to the customer when the customer's opt-out request has been processed unless the CCA and the utility agree that the CCA shall provide such notice.
- 8. After the conclusion of the Initial Notification Period, in advance of the date of commencing Automatic Enrollment and prior to the customer's enrollment in CCA Service, the Utility or the CCA may continue to accept customer opt-out requests and the utility and the CCA may make best efforts to process such requests before the customer's account switches to CCA Service. Opt-out requests that cannot be processed before the account switches shall be processed following the CCASR processing timing to return the customer's account to its previous service, as defined in this Rule.
- 9. After the customer's account has switched to CCA Service, the Utility shall notify the CCA of customer opt-out requests using the CCASR process as defined in Section M.
- 10. Customers making a positive election to CCA Service are not eligible for opt-out privileges and will return to Bundled Service under the provisions of Section L of this rule.
- 11. If a CCA elects to use a postcard or reply letter for the opt out mechanism, the reply letter or postcard opt-out service must include a customer specific utility identifier preprinted on the reply letter/card if the utility makes such identifier available to the CCA.

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J. CCA SERVICE MASS ENROLLMENT PROCESSES

The Utility shall provide a Mass Enrollment process whereby all eligible CCA customers that have not opted out of CCA Service shall be automatically enrolled in CCA Service on the customer's regular scheduled meter read dates over a one (1) billing month period, subject to phasing.

- 1. In advance of implementing the Mass Enrollment process, the Utility must be in receipt of the CCA's confirmation, indicating the CCA has fulfilled its Initial Notification requirements. The Utility has no responsibility for verifying that the CCA has complied with its notification requirements.
- 2. Within fifteen (15) days after conclusion of the Initial Notification Period, the Utility shall provide to the CCA one (1) update of its customer enrollments, providing individual customer information and energy usage data for those customers scheduled for mass enrollment. The update shall exclude all customer information for which the Utility has processed opt-out requests. A CCA has the option to request additional customer information pursuant to Schedule CCA-INFO.
- 3. The mass enrollment shall commence at a time not less than thirty (30) days and not more than forty-five (45) days after the conclusion of the Initial Notification Period, unless another date is mutually agreed to by the CCA and the Utility, and shall be processed over a one billing month period by billing cycle unless the CCA and the Utility have agreed to specialized services for CCA enrollment or Phase-in services as defined in this Rule.
- 4. For each account in the mass enrollment, the Utility shall switch the customer's account on its scheduled meter reading date, providing confirmation to the CCA.

(Continued)

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**Lee Schavrien**

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Regulatory Affairs

Decision No. 10-05-050

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



**RULE 27**

COMMUNITY CHOICE AGGREGATION RULES

J. CCA SERVICE MASS ENROLLMENT PROCESSES (Continued)

- 5. Following the Mass Enrollment, the Utility shall provide the CCA with an update to its customer enrollments, providing individual customer information and energy usage data, and the switch dates for those customers that were actually enrolled in the CCA's CCA Service.
- 6. Effective beginning on the date of the transfer, the CCA is solely responsible for providing the electric power needs of its customers.
- 7. Customer opt-out requests processed after the account has switched to CCA Service shall be returned to previous service by the initiation of a CCASR and under the CCASR process timing, as defined in Section M.
- 8. The CCA shall update its records within three (3) working days from the date of receiving a customer's opt-out notification from the Utility to remove the opt-out customer from CCA Service and eliminate future CCA Customer Notifications concerning a customer's option to opt-out of the CCA Program, as defined in Section H of this Rule from the CCA.
- 9. Except as otherwise provided for in this Rule, no special metering shall be necessary or permitted during the mass enrollment process.

K. CUSTOMER RELOCATION PROCESSES FOLLOWING MASS ENROLLMENT

The following sections apply to customers establishing electric service, relocating existing service, and discontinuing electric service within a CCA's service area. Except as otherwise exempted by this Rule, Commission decision or by law, customers establishing or relocating electric service within a CCA's service area shall be served under CCA Service unless the Utility receives an opt-out request.

- 1. The following section shall apply when CCA customers are contacting the Utility to relocate or discontinue their electric service account within a CCA's service area:
  - a. In addition to its normal business requirements related to the customer's request, the Utility shall also process the changes for CCA Service and advise the customer it will place a CCA Service request to the CCA for the customer's account changes related to CCA Service.
  - b. The Utility shall notify the CCA of the customer's relocation or discontinuance of CCA Service by submitting the appropriate CCASRs as defined in this Rule.
  - c. The CCA shall be responsible for processing customer request(s) within three (3) business days and is solely responsible for the customer's electric power supply needs consistent with the service date as indicated on the CCASR(s).
- 2. The following section shall apply to customers establishing electric service within a CCA's service area. Customers establishing electric service within a CCA service area shall be automatically enrolled in CCA Service at the time their electric service becomes active.
  - a. In addition to its normal utility business requirements related to the customer's request, the Utility shall process the customer enrollment for CCA Service.
  - b. The Utility shall advise the customer that its account is to be automatically enrolled in CCA Service being offered by the CCA, that the Utility will place a CCA Service request to the CCA and as applicable, the terms and conditions for the customer to return to bundled service.

(Continued)



**RULE 27**

COMMUNITY CHOICE AGGREGATION RULES

K. CUSTOMER RELOCATION PROCESSES FOLLOWING MASS ENROLLMENT (CONTINUED)

2. (Continued)

- c. The Utility shall notify the CCA of the customer's enrollment by submitting the appropriate CCASRs as defined in this Rule.
- d. The CCA shall be responsible for processing the customer request(s) within three (3) business days and is solely responsible for providing the customer's electric power supply needs consistent with the service date as indicated on the CCASR(s).
- e. All CCA customer enrollments defined in this section shall be considered Automatic Enrollments and customers shall be permitted to opt-out in accordance with Section I. The CCA shall be solely responsible for all obligations consistent with requirements set forth in PU Code Section 366.2. Customers shall be referred to the CCA for the information related to the CCA's customer notifications and other CCA terms and conditions of CCA Service.

3. The Utility will abide by the instructions of a customer requesting not to receive CCA Service at the time of service establishment or service relocation.

L. CCA CUSTOMERS RETURNING TO THE UTILITY BUNDLED SERVICE

1. Positive Elections

- a. Customers that have made a positive election<sup>1</sup> to participate in CCA Service requesting to return to bundled service must provide a six (6) month advance notice and are subject to the terms and conditions of a Bundled Portfolio Service (BPS) as set forth below.
- b. Direct Access eligible customers returning to bundled service from CCA Service shall be subject to Direct Access Rule 25.1. These customers are eligible to switch from CCA Service to DA service without returning to Bundled Service.

2. Customers Automatically Enrolled in CCA Service Returning to Bundled Service after the Follow-up Notification Period.

- a. Direct Access eligible customers that have been Automatically Enrolled in CCA service and are returning to Bundled Service from CCA Service shall be subject to the provisions set forth in Direct Access Rule 25.1. These customers are eligible to switch from CCA Service to DA service without returning to Bundled Service.
- b. Former Bundled Service Customers that have been Automatically Enrolled in CCA Service requesting to return to Bundled Service after the Follow-up Notification Period must provide the Utility with a six (6) month advance notice and are subject to the terms and conditions of Bundled Portfolio Service (BPS) as set forth below.

<sup>1</sup> Includes customers that have opted out of CCA service and later elect to return to CCA service.

(Continued)



**RULE 27**

COMMUNITY CHOICE AGGREGATION RULES

L. CCA CUSTOMERS RETURNING TO THE UTILITY BUNDLED SERVICE (Continued)

3. Bundled Portfolio Service

Bundled Portfolio Service is applicable to CCA customers who return to bundled service for a minimum of 12-months. This 12-month minimum bundled service commitment shall be referred to herein as Bundled Portfolio Service (BPS). The following conditions shall apply:

- a. Customers receiving this service make a 12-month commitment and shall not be allowed to return to CCA service until their 12-month minimum period has been completed. The 12-month minimum period shall begin on the date the customer is switched to BPS after the conclusion of the six-month advance notice period as set forth in this Section L.3.b. In the event a customer receives service under Transitional Bundled Service (TBS) during the six-month advance notice period, the time served under TBS shall apply toward the one-year BPS commitment. No premature departures from 12-month commitment shall be allowed.
- b. Customers must provide a six-month advance notice to the Utility prior to becoming eligible for BPS so the Utility can adjust its procurement activity to accommodate the additional load. Such notification will be made by the customer submitting a Customer Advanced Notification Form in writing or electronically. The Utility shall provide those customers who have provided advance notice with written confirmation and necessary switching process information within 10 business days of receipt of the customer's notification. Once received by the Utility, customers will have a three business-day rescission period after which advance notifications cannot be cancelled. The Utility shall process requests to BPS in the following manner:
  - (1) Account transfers to BPS shall be switched on the customer's next scheduled meter read date after the completion of the six-month advance notice period.
  - (2) The Utility shall initiate a CCASR, to transfer the account to BPS and shall provide notification to the customer and CCA in accordance with Section M.
- c. During the six-month advance notice period before customers become eligible for BPS, customers may either continue on CCA Service or return to Bundled Service and receive TBS commodity pricing terms as set forth in Schedule EECC-TBS and be subject to the provisions and applicable charges of the CCA Cost Responsibility Surcharge as set forth in Schedule CCA-CRS. The Utility shall process any CCASR returning the customer to bundled service during the six-month advance notice period in accordance with Section M and shall provide bundled service to the customer at the TBS rate for the remainder, if any, of the six-month advance notice period. The Utility shall initiate the necessary transfer of the account to BPS at the conclusion of the six-month advance notice period with notification to the customer. Customers returning to bundled service during the six-month advance notice period (i.e., before the commencement of BPS) cannot return to CCA Service until their 12-month bundled service commitment has expired.
- d. Customers returning from CCA Service after the Follow-up Notification period has expired are subject to a re-entry fee as set forth in Schedule CCA.

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**RULE 27**

COMMUNITY CHOICE AGGREGATION RULES

L. CCA CUSTOMERS RETURNING TO THE UTILITY BUNDLED SERVICE (Continued)

4. End of Bundled Portfolio Service

At the end of the customer's initial 12-month BPS commitment, customers will have the option of switching back to CCA Service or remaining on BPS based on the then current applicable rules in effect. The Utility will provide the customer with a courtesy reminder eight months before the expiration of the customer's 12-month commitment. This timeframe will allow for the six-month notification period and will provide a 60-day transitional period for the customer to notify the Utility of its intent to return to CCA Service. If for any reason the customer is not sent, or does not receive, a courtesy reminder from the Utility, the customer is not relieved of its responsibility for providing the Utility the notice required in this Section 4.a. below.

a. Customers electing to return to CCA Service at the conclusion of the 12-month BPS commitment period shall provide advance, written notice to the Utility at least six months prior to the conclusion of the 12-month commitment. The Utility shall provide to the customer a written confirmation and necessary switching process information within 10 business days of the customer's notification, including the final date to be in receipt of a CCASR to return to CCA Service. The customer is responsible for providing its CCA with this information.

(1) The customer's CCA shall submit a CCASR to ensure the necessary switch to CCA Service under the CCASR rules, as set forth in Section M., occurs on the service account's next scheduled meter read date after the completion of the six-month advance notice period.

(2) If the Utility is not in receipt of a CCASR by the end of the customer's 12-month commitment, the customer's request to return to CCA Service shall be cancelled and the customer shall be subject to the terms of Section L.4.b., below.

b. Customers electing to remain on BPS are not required to take any action and shall automatically be subject to a new commitment period, if any, based on the then current applicable rules in effect. Unless a customer has submitted a six-month advance notice to return to CCA Service at the end of the 12-month BPS commitment period, the customer shall automatically be subject to a new commitment period, if any, based on the then current applicable rules in effect.

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**RULE 27**

COMMUNITY CHOICE AGGREGATION RULES

M. CCA SERVICE REQUESTS (CCASR) AFTER MASS ENROLLMENT

1. CCASRs, in the form specified by the Utility, must be submitted electronically by the CCA unless an alternate means of submittal has been mutually agreed to by the Utility and the CCA. The CCASR process described herein is used for various changes to a customer's choice of services and service providers, such as customer CCA elections, customer-initiated returns to the Utility Bundled Service, CCA-initiated customer returns to the Utility Bundled Service, and maintaining customer information. CCAs must execute the CCA Service Agreement and successfully complete all CCA Service establishment requirements set forth in this Rule before submitting CCASRs.
2. The Utility shall begin accepting CCASRs from the CCA for service accounts on a mutually agreed upon date with the Utility, but no earlier than the start of the CCA's Mass Enrollment process.
3. A separate CCASR must be submitted for each service account. Upon request by a CCA, the Utility shall provide timely updates on the status of the CCASR processing to the submitting CCA and customer.
4. CCASRs must identify the utility account information, as determined by the Utility, of the customer participating in Community Choice Aggregation. A CCASR that does not contain this information shall be considered materially incomplete.
5. CCASR forms shall be available through electronic means (e.g., the Utility's website).
6. The Utility shall provide an acknowledgment of its receipt of the CCASR to the CCA within two (2) working days of its receipt. The Utility shall provide to the CCA, within three (3) working days, a CCASR status notification informing them as to whether the CCASR has been accepted, rejected or deemed pending for further information. If accepted, the switch date determined in accordance with paragraphs 11 or 12 of this section shall be sent to the CCA. If a CCASR is rejected, the Utility shall provide the reason for the rejection. If a CCASR is held pending further information, it shall be rejected if the CCASR is not completed within eleven (11) working days following the status notification.
7. In accordance with the provisions of Rule 3, the Utility has the right to deny the CCA's request for service for a particular customer if the information provided by the customer is false, incomplete, or inaccurate in any material respect.
8. If a submitted CCASR complies with the CCASR requirements, the CCASR shall be accepted and scheduled for CCA implementation.
9. CCASRs shall be handled on a first-come, first-served basis. Each request shall be time-stamped by the Utility.

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**RULE 27**

COMMUNITY CHOICE AGGREGATION RULES

M. CCA SERVICE REQUESTS (CCASR) AFTER MASS ENROLLMENT (Continued)

- 10. If more than one enrollment CCASR is received for a service account within a single CCASR processing period, only the first valid CCASR received shall be processed in that period. All subsequent CCASRs shall be rejected.
- 11. Accepted CCASRs that do not require a meter change and that are received by the Utility a minimum of fifteen (15) days before the customer's next scheduled meter reading date shall be switched over on the next scheduled meter reading date for that service account.
- 12. If an accepted CCASR requires a meter change (i.e., the existing meter is incompatible with the Utility's meter reading system), the Utility shall install a new meter and switch the account over to CCA on the date of installation. The Utility shall endeavor to complete the meter change request within fifteen (15) days after acceptance of the CCASR in the absence of a meter installation backlog or other circumstances beyond the Utility's control such as, but not limited to, delays in the installation of a communication line to the meter. The Utility may require Direct Access customers with meters that are incompatible with the utility systems to be replaced with a compatible meter prior to the acceptance of a CCASR. The Utility shall provide notice of any current meter service backlog or the next available installation date. Such metering services are subject to fees in accordance with Schedule NDA.
- 13. In the event the Commission or the ISO governing board declares an emergency and institutes a moratorium of the Utility processing of CCA requests, the Utility shall comply with such moratoriums and inform CCAs or customers of the details of emergency plans.
- 14. The Utility, CCA and customer, on mutual agreement, may agree to a different service change date for the service changes requested in a CCASR.
- 15. A CCASR is submitted pursuant to the terms and conditions of the CCA Service Agreement and this Rule and shall also be used to define the CCA Services that the CCA is providing the customer.
- 16. CCASRs submitted for customers returning to the Utility Bundled Service will follow the same process and timing as CCASRs to establish CCA Service. CCAs shall be responsible for the continued provision of the customer's electric power needs until the service change date. Customers returning to the Utility Bundled Service shall be subject to the terms and conditions as set forth in Section L.
- 17. The Utility shall assess a service fee for CCASRs for adding or removing customers from CCA Service. This service fee shall be billed to the CCA unless the customer is requesting to return to the Utility service after the Follow-up Notification Period whereupon the customer's re-entry service fee shall be billed to the customer.

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**RULE 27**

COMMUNITY CHOICE AGGREGATION RULES

M. CCA SERVICE REQUESTS (CCASR) AFTER MASS ENROLLMENT (Continued)

- 18. The Utility shall not hold the CCA responsible for any unpaid customer billing charges that the customer incurred prior to the customer's switch to CCA. Unpaid billing charges shall not delay the processing of CCASRs and shall remain the customer's responsibility to pay the Utility. The Utility shall follow current Commission credit rules in the event of customer non-payment, which includes the disconnection of service.
- 19. CCA must submit CCASRs only for customer accounts within its service area and for customers that meet the eligibility requirements set forth in Section G.
- 20. Any CCASR not meeting the above requirements shall be rejected, the affected customer shall be notified, and the applicable CCASR fee shall be charged to the CCA.
- 21. If a customer cancels an agreement, a CCASR shall not be submitted for that customer. If a CCASR has already been submitted, the submitting party shall, within two (2) business days, direct the Utility to cancel the CCASR.
- 22. CCAs shall offer service to all residential customers and shall not return residential customers involuntarily to bundled service, except in the event of non-payment of CCA charges by the customer, as set forth in Section U.2.

N. METERING SERVICES

1. Meter Services

Meter services are comprised of three primary functions, Meter Ownership, Meter Services (Installation, maintenance, and testing) and Meter Data Management Agent (MDMA) Services. The Utility shall perform all Metering Services for a CCA's customers.

The Utility, as the Meter Service provider, shall ensure all of its meters and associated metering services are in conformance with its metering standards and Commission approved rules governing such services.

a. Meter Conformity

Customers who had previously purchased or leased an interval meter acceptable to Utility as a condition of receiving DA service, may own or lease interval meters used for billing purposes for CCA Service, but shall continue to be responsible for the obligations of a meter owner under Rule 25 Section G.

If the customer has a non-conforming meter, or elects to have the meter replaced, the Utility reserves the right to extend its normal installation period due to meter and installation personnel availability. Under these circumstances, the Utility shall apprise the customer and CCA of the specific reasons for the delay and the anticipated schedule for installation.

(Continued)





**RULE 27**

COMMUNITY CHOICE AGGREGATION RULES

N. METERING SERVICES (Continued)

1. Meter Services (Continued)

b. MDMA Services

Utility shall perform all Meter Data Management Agent (MDMA) services required for CCA Service in accordance with its Commission approved tariffs. MDMA obligations include but are not limited to the following:

- (1) Meter data for CCA customers shall be read, validated, edited, and transferred to the MDMA server pursuant to the Utility's standards.
- (2) Both Utility and CCA shall have access to the MDMA server.
- (3) Utility shall provide the CCAs (or their designated agents) reasonable and timely access to meter data as required to allow the proper performance of billing, settlement, scheduling, forecasting and other functions.

c. Charges for Metering Services

The Utility may charge the customer or the CCA for the provision of metering services only to the extent such charges are authorized by the Commission. If the installation of metering services is at the customer's expense, the customer's authorization is required.

O. BOUNDARY METERING SPECIAL REQUESTS

In accordance with PU Code Section 366.2, at the request and expense of any CCA, the Utility shall install, maintain and calibrate metering devices at mutually agreeable locations within or adjacent to the CCA's service area. The Utility shall read the metering devices and provide the data collected to the CCA at the CCA's expense. All costs incurred by the Utility as a result of providing this specialized service, hereinafter referred to as Boundary Metering shall be the sole responsibility of the requesting CCA.

- 1. The Utility shall consider and evaluate requests for Boundary Metering on a case-by-case basis, provided that implementation can be accomplished without compromising the safety, reliability or operational flexibility of the Utility's electrical facilities. Any CCA interested in submitting a request for Boundary Metering shall be responsible for funding an analysis of the electric system impacts and a study to determine the estimated costs associated with Boundary Metering. The CCA shall be provided with an estimate of costs for which it shall be responsible to pay.
- 2. A CCA requesting Boundary Metering installation shall be responsible for executing a Specialized Service agreement or contract established pursuant to Rule 2 establishing the terms and conditions for installation and maintenance of the special facilities.

(Continued)



**RULE 27**

COMMUNITY CHOICE AGGREGATION RULES

O. BOUNDARY METERING SPECIAL REQUESTS (Continued)

- 3. The CCA shall be responsible for all actual costs associated with Boundary Metering services, including but not limited to the development of the estimate of costs, the implementation of Boundary Metering and all ongoing operating and maintenance costs.
- 4. All costs associated with the deployment of Boundary Metering for a CCA shall be paid in advance by the CCA before work commences.
- 5. CCAs terminating Boundary Metering services with the utility shall be responsible for all costs related to the restoration of the Utility's facilities, which may include, but are not limited to, removal of meters.
- 6. As applicable, Boundary Metering costs shall be included as a part of the Utility's credit requirements set forth in Section V.
- 7. The CCA and the Utility shall agree to a mutually acceptable Boundary Metering installation schedule. The installation schedule shall take into consideration and provide priority to required Utility metering work which may include work related to mandated regulatory changes, customer installations and testing, emergency service orders and routine testing and maintenance.

P. BILLING SERVICE OBLIGATIONS

The Utility shall perform the billing services for the CCA. The Utility shall use the Utility Consolidated Billing process described below.

1. Introduction

This section establishes the Utility and CCA obligations for billing information and legal and safety notices.

a. Description

A CCA shall send its customer billing information to the Utility. The Utility shall in turn send a consolidated bill, containing both the Utility and CCA charges, to the customer.

b. Utility Obligations

- (1) The Utility shall calculate the utility charges and send the bill either by mail or electronic means to the customer. The Utility shall include CCA charges on the bill. The Utility is not responsible for computing or determining the accuracy of the CCA charges on the bill.
- (2) The Utility bill shall include a summary of the CCA charges and may provide any billing-related details of CCA charges, including the CCA's telephone number. The CCA bill may be printed with the Utility bill, or electronically transmitted exactly as provided by the CCA.

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**RULE 27**

Sheet 27

COMMUNITY CHOICE AGGREGATION RULES

P. BILLING SERVICE OBLIGATIONS (Continued)

1. b. Utility Obligations (Continued)

(3) The Utility shall process customer payments and transfer amounts paid toward CCA charges to the CCA when the payments are received pursuant to the provisions set forth in Section R., Late or Partial Payments and Unpaid Bills.

c. CCA Obligations

(1) The CCA shall offer the Utility consolidated billing services to the CCA customers it serves.

(2) In accordance with subsection (d), below, the CCA shall submit the necessary billing information to facilitate billing services according to the Utility's billing schedule and by service account.

(3) The CCA shall provide the Utility with a summary of CCA charges by electronic transmittal. The CCA may provide billing-related details of CCA charges on a separate page which shall be included in the consolidated bill if transmitted with the summary charge. CCA charges which are not transmitted as required shall not be included in the consolidated bill.

d. Timing Requirements

(1) The Utility shall render customer bills once a month. Nothing contained in this Section shall limit the Utility's ability to render bills more frequently, consistent with the Utility's existing practices. However, CCA charges shall be included on the Utility bills in accordance with the regular monthly billing cycles.

(2) Except as provided in paragraph d(1) above, both CCA and Utility charges shall be based on the same billing period data to avoid any confusion concerning these charges.

(3) CCA charges must be received by the Utility the day following the Utility's actual meter reading date. If billing charges have not been received from the CCA by this date, the Utility will render the bill for Utility charges only, without CCA charges. The CCA must wait until the billing cycle following the receipt of the CCA charges. At the discretion of the Utility, other arrangements may be made available at a fee as set forth in the applicable fee schedule.

2. Billing Information and Inserts

a. Identify Utility and CCA Charges

The consolidated Utility bill, at a minimum, shall identify Utility charges as specified by the Commission or its codes and when CCA charges are received shall identify, at a minimum, two sets of charges: one for the Utility services and another for CCA energy services.

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

Issued by  
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Vice President  
Regulatory Affairs

Date Filed Nov 29, 2006

Effective Dec 29, 2006

Resolution No. E-4013

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**RULE 27**

COMMUNITY CHOICE AGGREGATION RULES

P. BILLING SERVICE OBLIGATIONS (Continued)

2. Billing Information and Inserts (Continued)

b. Required Legal and Safety Notices

All customers, including CCA and Utility Bundled Service customers, shall receive mandated legal and safety notices, and the Utility shall be responsible for the creation of these notices. The Utility may also enclose utility-related bill inserts in consolidated Utility billing as permitted by Commission regulations.

c. CCA Obligations under Consolidated Utility Billing

The CCA may include any information directly related to the calculation or understanding of CCA charges directly in the bill but may not include any text on the separate detail page which is not specifically related to the charges or their explanation.

3. Billing Adjustments for Meter Error and Billing Error

a. Adjustment of Bills for Meter Error

The Utility shall perform the adjustment of bills for meter error in accordance with its Rule 18.

b. Adjustment of Bills for Billing Error

The Utility shall perform the adjustment of bills for billing error in accordance with Rule 18.

4. Unauthorized Usage of Energy

a. The Utility will conduct the investigation of the unauthorized use of energy in accordance with Rule 18.

b. If the Utility determines there has been unauthorized use, the Utility shall have the legal right to recover, from any customer, CCA, or other person that caused or benefited from such unauthorized use, the total estimated amount of the undercharge, including the CCA electric power component, for the full period of such unauthorized use, and any other actions authorized pursuant to its Commission-approved tariffs or by law.

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**RULE 27**

COMMUNITY CHOICE AGGREGATION RULES

**Q. PAYMENT AND COLLECTION TERMS**

1. The Utility shall pay the CCA the amounts paid to the utility for CCA charges only after the payment is received from the customer. Payments shall be transferred to the CCA electronically specifying the amount paid by each specific customer account or group of customer accounts if the customer is Summary Billed.
2. Upon receipt of the Utility's payment, the CCA is responsible for accurately posting the payment to the customer's account. The CCA shall also be responsible for any follow-up inquiries either with the Utility or customer if there are questions concerning the posting of that payment amount.
3. The Utility shall remit payments to the CCA only for the amounts paid by the CCA customer for payment of CCA charges. Payments are due on or before the later of:
  - a. Seventeen (17) calendar days after the bill was rendered to the customer, or
  - b. The next business day after the payment is received from the customer.
4. The Utility shall process payments, post utility charges paid to customer accounts, and transfer funds owed the CCA to the CCA. The Utility shall debit to the CCA any amounts resulting from returned payments and assess returned payment charges (i.e., a charge for each returned payment) to the appropriate customers.
5. The CCA has no payment obligations for customer payments under consolidated utility billing services. The CCA is required to settle any disputes of CCA charges with the customer.
6. The customer is obligated to pay the Utility for all Utility and CCA charges consistent with existing tariffs.
7. The customer must notify the Utility of any disputed Utility charges; otherwise, any outstanding balance shall be handled as an amount past due. Customer disputes of CCA charges must be directed to the CCA, and customer disputes of Utility charges must be directed to the Utility.
8. If the customer disputes any Utility charges, it shall nevertheless pay the amount billed; provided, however, that the customer may, at its election, pay that portion of the charges that the customer disputes to the Commission in accordance with the Utility Rules 9 and 10. If the customer disputes any CCA charges, the provisions of its agreement with the CCA shall apply. The Utility shall forward to the CCA amounts paid to cover CCA charges. However, no CCA may discontinue CCA Service to a residential customer for a disputed amount if that customer has filed a complaint with the Commission, and that customer has paid the disputed amount into an escrow account.
9. For CCA sundry charges, the Utility shall accept cash, check or electronic payments. The CCA must remit payment for any charges, approved by the Commission, for services provided it by the Utility. Sundry charges shall be considered past due 30 days after the date the bill to the CCA is rendered.

(Continued)

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**RULE 27**

COMMUNITY CHOICE AGGREGATION RULES

R. LATE OR PARTIAL PAYMENTS AND UNPAID BILLS

1. The Utility is responsible for collecting the unpaid balance of all charges, including the CCA charges, from customers during the time the CCA is providing CCA Service, sending notices informing customers of unpaid balances, and taking the appropriate actions to recover the unpaid amounts owed the CCA during its credit related interactions with customers.
2. Partial payments by customers shall be allocated on a pro rata basis to the Utility charges for which delinquency may result in disconnection, and then any balance shall be prorated between the CCA and other Utility charges.
3. Undisputed overdue balances owed the Utility shall be considered late and subject to Utility late payment procedures.
4. Commission rules shall apply to unpaid utility charges by the customer.

S. VOLUNTARY CCA SERVICE TERMINATION

Termination of a CCA's CCA Service occurs when an individual CCA or a CCA operating under a Joint Powers Agency (JPA) discontinues providing CCA Service to all customers in its service area. Upon termination of CCA Service, all active CCA customers shall be returned to Bundled Portfolio Service (BPS) pursuant to Section L of this Rule. CCAs shall use best efforts to provide as much advance notice as possible to customers, the Commission and the Utility and coordinate with the Commission and Utility to ensure an efficient process and to protect all Utility customers from service problems and additional costs. In addition to the above, the CCA must comply with the requirements set forth below or be subject to Section T, Involuntary Service Changes, of this Rule.

1. The CCA shall provide at least a one (1) year advanced written notice to the Commission and the Utility of the CCA's intention to discontinue its CCA Service.
2. The CCA shall provide customers with a six-month notice and at a minimum provide a second notice during the final 60 days before the CCA's scheduled termination of service.
3. The Utility shall provide notification to and return all CCA's customers to the Utility's BPS during the month in which the CCA terminates its CCA Service on the customer's scheduled meter read date. The CCA shall be responsible for the continued provision of the customer's electric power needs until the date the customer returns to bundled service.
4. Customers eligible for Direct Access shall return to bundled service subject to Direct Access Rule 25.1. All other customers shall be returned to BPS subject to the terms in Section L, but are not subject to Transitional Bundled Service as defined in Schedule EECC-TBS.
5. Customers requesting to return to bundled service before the termination of CCA Service shall be subject to all terms and conditions in Section L of this Rule. The CCA shall not terminate any of its customers' CCA Service before the termination of the CCA's CCA Service.

(Continued)



**RULE 27**

COMMUNITY CHOICE AGGREGATION RULES

S. VOLUNTARY CCA SERVICE TERMINATION (Continued)

- 6. The CCA remains responsible for compliance with all applicable Commission rules, ISO requirements and load serving entity obligations.
- 7. A CCA shall be responsible for all costs resulting from the CCA's CCA Service termination. The Utility reserves the right to withhold CCA customer payment remittances from the CCA for undisputed overdue charges.
- 8. The CCA's Service Agreement with the Utility will be cancelled with its termination of its CCA Service. At any time not less than 12 months after the CCA's termination of CCA Service, the CCA's eligibility to engage in CCA Service may be reinstated. The CCA's reestablishment of CCA Service will require the CCA to complete all CCA Service establishment requirements, including filing a new Implementation Plan with the Commission, being registered by the Commission, establishment of service with the Utility pursuant to Section F, completion of credit requirements pursuant to Section V, all past due charges and arrearages having been paid, with interest, and the CCA has re-established compliance with all then-current Commission requirements.
- 9. A CCA providing CCA Service pursuant to a JPA that terminates its CCA Service must also fully comply with the CCA Service termination requirements. Should one or more constituent members of a JPA seek to continue operations as a CCA that new entity shall comply with all requirements for CCA Service establishment set forth in Section F of this Rule.

T. INVOLUNTARY SERVICE CHANGES

1. Service Changes

Pursuant to D.05-12-041, absent the express approval of the CCA, an order of a court, the Commission or the FERC, the Utility shall adhere to the requirements set forth below in the event it seeks to terminate service to a CCA.

- 2. The Utility shall send notices of involuntary service changes or termination to the CCA, to each affected CCA customer, and to the Commission. The CCA shall be responsible for all Utility costs associated with an Involuntary Service Change occurrence. Such costs may include, but not limited to, system, administrative, customer communications and legal costs. The Utility has the right to withhold and offset CCA customer payment remittance to the CCA until all such charges are paid by the CCA.

(Continued)

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Advice Ltr. No. 2347-E

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

Issued by  
**Lee Schavrien**  
Senior Vice President

Date Filed Apr 20, 2012

Effective Apr 20, 2012

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



**RULE 27**

COMMUNITY CHOICE AGGREGATION RULES

T. INVOLUNTARY SERVICE CHANGES (Continued)

3. Change of Service Election In Exigent Circumstances

Where continued CCA service would constitute an emergency or may substantially compromise Utility operations or service to bundled customers, the Utility should seek an emergency order from the Commission. In the event a CCA or a customer has failed to meet its obligations under this Rule or CCA Service Agreement such that the Utility seeks to invoke its remedies under this Section, and the failure constitutes an emergency (i.e. the failure poses a substantial threat to the reliability of the electric system or to public health and safety or the failure poses a substantial threat of irreparable economic or other harm to the Utility or the customer), or the failure relates to CCA's unauthorized energy use, then the Utility may initiate a change, or, in some cases, terminate a customer's CCA Service, or a CCA's ability to provide services under CCA. In such case, the Utility shall seek an emergency order from the Commission. Pursuant to D.05-12-041, the assigned Administrative Law Judge (ALJ), in consultation with the assigned Commissioner, is authorized to issue a ruling providing interim authority for the utility to terminate a CCA's service. Upon receipt of such a ruling, the Utility shall initiate the change or termination by preparing a CCASR, but the change or termination may be made immediately notwithstanding the applicable CCASR processing times set forth in this Rule. The Utility shall provide such notice to the CCA and/or the affected customer as is reasonable under the circumstances of this section, if any is reasonable. The CCA or the affected customer shall have the right to seek an order from the Commission restoring the customer's service election and/or the CCA's ability to provide services. If a customer's CCA Service is terminated, the customer will be subject to the provisions of Section L and the terms and conditions of Bundled Portfolio Service. Unless expressly ordered by the Commission, these provisions do not disconnect electric service provided to the customer.

4. Change of Service Election Absent Exigent Circumstances

In the event the Utility finds that a CCA has failed to meet its obligations under this Rule or CCA Service Agreement such that the Utility seeks to invoke its remedies under this Section, but the failure does not constitute an emergency (as defined in Section T.3), the Utility shall notify the CCA and the affected customer of such finding in writing stating specifically:

- a. The nature of the alleged non-performance;
- b. The actions necessary to cure it;
- c. The consequences of failure to cure it and the remedy the Utility proposes to invoke in the event of a failure to cure; and
- d. The name, address and telephone number of a contact person at the Utility authorized to discuss resolution of the problem.

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**RULE 27**

COMMUNITY CHOICE AGGREGATION RULES

T. INVOLUNTARY SERVICE CHANGES (Continued)

4. Change of Service Election Absent Exigent Circumstances (Continued)

The CCA shall have thirty (30) days from receipt of such notice to cure the alleged non-performance or reach an agreement regarding it with the Utility. If the problem is not cured or an agreement is not reached following this 30 day period, the Utility may seek authority from the Commission to terminate CCA Service. The Utility's request to the Commission shall specify the reasons for the requested termination, the impacts of the termination, and the expected impacts if the CCA's service is not terminated. Upon Commission approval, the Utility may initiate the CCASR process set forth in this Rule to accomplish the remedy set forth in the notice. If a customer's CCA Service is terminated, the customer will be subject to the provisions of Section L and the terms and conditions of Bundled Portfolio Service, unless the customer is eligible for Direct Access and has previously selected another ESP in accordance with Rule 25. The Utility shall suspend the exercise of such remedy if, before the end of the cure period, the CCA has filed an application with the Commission requesting an order from the Commission that the CCA is entitled to continue the CCA Service Agreement and the Utility is not entitled to exercise the remedy it has identified in its notice. The status of the CCA shall not change pending the Commission's review of the Utility's request provided that an emergency, as described in Section T.3 does not arise. Unless expressly ordered by the Commission, these provisions do not disconnect electric service provided to the customer. The Utility's action to defer the exercise of its remedies in accordance with this section does not constitute a waiver of any rights.

5. Following consultation with the CCA, the Utility is authorized to serve CCA customers temporarily where the ISO or the CCA has notified the Utility that customers would otherwise not be served. In such cases, the CCA's Service Agreement is not terminated; however the Utility shall immediately initiate the process to return affected CCA customers to Bundled Service without prior Commission approval. The Utility shall initiate the service change by preparing a CCASR, but the service or termination may be made immediately notwithstanding the applicable CCASR processing times set forth in this Rule. Affected customers will be provided service temporarily under Schedule EECC-TBS. With the exception of Direct Access eligible customers, CCA customers receiving temporary service in this situation may not seek service from other Energy Service Providers or CCAs. The Utility may seek authority from the Commission to terminate CCA Service pursuant to Section T.4 of this Rule at anytime after being notified that the CCA's customers are not being served.

6. Burden of Proof Before Commission

In any case before the Commission the party bearing the burden of going forward and the party bearing the burden of proof shall be established in the manner normally established at the Commission.

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**RULE 27**

COMMUNITY CHOICE AGGREGATION RULES

T. INVOLUNTARY SERVICE CHANGES (Continued)

7. Action in the Event of Termination

Upon termination of CCA Service pursuant to this Section T, the customer shall be returned to Utility Bundled Portfolio Service and subject to the terms and conditions of Section L of this Rule, unless the customer is eligible for Direct Access and has previously selected another ESP under the procedures set forth in the Direct Access Rules 25 and 25.1.

At any time not less than three (3) years and six (6) months after termination of a CCA's CCA Service rights pursuant to this Section T, the CCA's eligibility to engage in CCA Service shall be reinstated upon a reasonable showing by the CCA that the cause(s) of the CCA's termination have been cured, all past due charges and arrearages have been paid, with interest, and the CCA has re-established compliance with all then-current Commission requirements, including credit requirements under Section V.

U. SERVICE DISCONNECTIONS AND RECONNECTIONS

1. The Utility shall notify the customer of the Utility's right to disconnect electric service for the non-payment of the Utility charges pursuant to electric Rule 8. The customer, and not the Utility, is responsible for contacting the CCA in the event it receives notice of late payment or service termination from the Utility. If a customer has been disconnected, and is not reconnected within two days, the Utility shall promptly notify the CCA. A service charge shall be imposed on the customer if a field call is performed to disconnect electric service.
2. The Utility shall not disconnect electric service to the customer for the non-payment of CCA charges. In the event of non-payment of CCA charges by the customer, the CCA may submit a CCASR requesting transfer of the service account to the Utility Bundled Service according to Section M.
3. The Utility shall reconnect electric service for a Commission-authorized service fee when the criteria for reconnection pursuant to the provisions set forth in Rule 11, Discontinuance of Service, have been met.

V. CREDIT REQUIREMENTS

1. The Utility may require the CCA to establish its creditworthiness through evaluations, deposits, or other security in the manner described in Section V.2, to cover Commission-approved charges incurred as a result of CCA participation. That is, the creditworthiness only applies to Utility charges that are billed directly to the CCA.

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**RULE 27**

COMMUNITY CHOICE AGGREGATION RULES

V. CREDIT REQUIREMENTS (Continued)

2. Creditworthiness

a. Credit Evaluation

A CCA with a demonstrable current credit rating of Baa2 or higher from Moody's or BBB or higher from Standard and Poor's, Fitch or Duff & Phelps, is deemed to be creditworthy unless the Utility determines that a material change in the CCA's creditworthiness has occurred. The Utility requires CCAs to complete a credit application including financial information reasonably necessary to establish credit. The creditworthiness evaluation may be conducted by an outside credit analysis agency, determined by the Utility, with final credit approval granted by the Utility. This evaluation shall be completed within ten (10) business days. Credit reports shall remain strictly confidential between the credit analysis agency and the Utility. A credit application processing fee, as approved by the Commission, may be charged to offset the cost of determining the CCA's creditworthiness.

b. Security Deposits

The CCA or its authorized agent may submit and maintain a cost-based security deposit in lieu of submitting to or being qualified under a creditworthiness evaluation. The amount of the security deposit required to establish credit will be based on the utility providing services to the CCA for customers in the CCA's service area and costs associated with specialized services and boundary metering requested by the CCA. The value of the security deposit shall be determined by the Utility. Security deposits may be in the form of (1) cash deposits, with interest earned at the 3-month commercial paper rate, (2) letters of credit, defined as irrevocable and renewable issued by a major financial institution acceptable to the Utility, or (3) surety bonds, defined as renewable and issued by a major insurance company acceptable to the Utility. Security deposits must be posted with the Utility prior to the CCA's participation in CCA and prior to the implementation of any Customer Notifications as identified in Section H. Security deposits posted with the Utility which are in excess of outstanding unpaid bills owed to the Utility will be returned to the CCA within approximately 60 days after the CCA has terminated its services in the Utility's service territory.

While the CCA is participating in CCA, deposits cannot be used as payment for past due bills in order to avoid or delay imposition of any of the Commission tariffs and rules pertaining to CCA's non-payment of bills owed to the Utility.

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**RULE 27**

COMMUNITY CHOICE AGGREGATION RULES

V. CREDIT REQUIREMENTS (Continued)

c. Interest on Cash Deposit

The Utility shall pay interest on cash deposits, except as provided below, calculated on a daily basis, and compounded at the end of each calendar month, from the date fully paid to the date of refund by check or credit to the CCA's account. The interest rate applicable in each calendar month shall be set forth in Rule 7; except that when a refund is made within the first fifteen days of a calendar month the interest rate applicable in the previous month shall be applied for the elapsed portion of the month in which the refund is made. No interest shall be paid if the CCA's right to continue to provide CCA Service is temporarily or permanently discontinued for nonpayment of bills. No interest shall be paid for periods covered by bills paid after becoming past due.

d. Ongoing Maintenance of Credit

To assure continued validity of established unsecured credit, the CCA shall promptly notify the Utility of any material change in its credit rating or financial condition. CCA shall also furnish evidence of an acceptable credit rating or financial condition, as set forth above, to the Utility upon request.

3. Additional Documents

The CCA shall execute and deliver all documents and instruments (including, without limitation, security agreements and the Utility financing statements) reasonably required from time to time to implement the provisions set forth above and to perfect any security interest granted to the Utility.

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