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August 3, 2005

ADVICE LETTER 1717-E
(U902-E)

PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

**SUBJECT: NEW CONTRACT FORM TO PROVIDE FOR THE INSTALLATION OF
ELECTRIC WATT-HOUR DATA PULSES**

San Diego Gas & Electric Company (SDG&E) hereby submits for filing the following revisions to its electric tariffs as shown in the enclosed attachment.

PURPOSE

This filing establishes a new agreement to provide customers with watt-hour data pulses for the purpose of monitoring electric use, demand control and/or energy conservation. The contract sets forth the terms and conditions under which SDG&E will install, own, operate and reasonably maintain devices to supply watt-hour data pulses to a customer's electric load monitoring system. The attached *Contract for Installation of Electric Watt-Hour Data Pulses* (Form 142-1759) is being added to SDG&E's sample forms.

This filing will not create any deviations from SDG&E's tariffs, cause withdrawal of service from any present customers, or impose any more restrictive conditions.

EFFECTIVE DATE

SDG&E believes this filing is subject to Energy Division disposition and therefore respectfully requests that this filing become effective on September 2, 2005, which is 30 calendar days after the date filed.

PROTEST

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

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

Copies of the protest should also be sent via e-mail to the attention of both Jerry Royer (jrr@cpuc.ca.gov) and to Honesto Gatchalian (jnj@cpuc.ca.gov) of the Energy Division. A copy of the protest should also be sent via both e-mail and facsimile to the address shown below on the same date it is mailed or delivered to the Commission.

Attn: Monica Wiggins
Regulatory Tariff Manager
8330 Century Park Court, Room 32C
San Diego, CA 92123-1548
Facsimile No. (858) 654-1788
E-mail: mwiggins@semprautilities.com

NOTICE

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

Address changes should be directed to Christina Sondrini by facsimile at (858) 654-1788 or by e-mail to csondrini@semprautilities.com.

J. STEVE RAHON
Director – Tariffs & Regulatory Accounts

CALIFORNIA PUBLIC UTILITIES COMMISSION

ADVICE LETTER FILING SUMMARY ENERGY UTILITY

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

Company name/CPUC Utility No. **SAN DIEGO GAS & ELECTRIC**

Utility type:

ELC

GAS

PLC

HEAT

WATER

Contact Person: Monica Wiggins

Phone #: (858) 654-1770

E-mail: mwiggin@semprautilities.com

EXPLANATION OF UTILITY TYPE

ELC = Electric

GAS = Gas

PLC = Pipeline

HEAT = Heat

WATER = Water

(Date Filed/ Received Stamp by CPUC)

Advice Letter (AL) #: 1717-E

Subject of AL: New Contract Form to Provide for the Installation of Electric Watt-Hour Data Pulses

Keywords (choose from CPUC listing): Contract

AL filing type: Monthly Quarterly Annual One-Time Other _____

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

N/A

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

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

Resolution Required? Yes No

Requested effective date: 9/02/05

No. of tariff sheets: 3

Estimated system annual revenue effect (%): N/A

Estimated system average rate effect (%): N/A

When rates are affected by AL, include attachment in AL showing average rate effects on customer classes (residential, small commercial, large C/I, agricultural, lighting).

Tariff schedules affected: Form 142-1759 & TOC

Service affected and changes proposed¹: N/A

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

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

CPUC, Energy Division

Attention: Tariff Unit

505 Van Ness Ave.,

San Francisco, CA 94102

jjr@cpuc.ca.gov and jnj@cpuc.ca.gov

San Diego Gas & Electric

Attention: Monica Wiggins

8330 Century Park Ct, Room 32C

San Diego, CA 92123

mwiggin@semprautilities.com

¹ Discuss in AL if more space is needed.

General Order No. 96-A, Sec. III. G.
ADVICE LETTER FILING MAILING LIST

cc: (w/enclosures)

Public Utilities Commission

W. Ahern

ORA

R. Birdsell
S. Cauchois
J. Greig
L. Maack
R. Pocta
W. Scott

Energy Division

W. Franklin
S. Gallagher
H. Gatchalian
D. Lafrenz
J. Royer

CA. Energy Commission

F. DeLeon
R. Tavares

Alcantar & Kahl LLP

K. Harteloo

American Energy Institute

C. King

APS Energy Services

J. Schenk

BP Energy Company

J. Zaiontz

Barkovich & Yap, Inc.

B. Barkovich

Bartle Wells Associates

R. Schmidt

California Energy Markets

S. O'Donnell
C. Sweet

California Farm Bureau Federation

K. Mills

California Wind Energy

N. Rader

Calpine

Children's Hospital & Health Center

T. Jacoby

City of Chula Vista

W. Gaters

City of Poway

R. Willcox

City of San Diego

J. Cervantes
G. Lonergan
M. Valerio

Commerce Energy Group

A. Ahmed
V. Gan

Constellation New Energy

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A. Friedl

Davis Wright Tremaine, LLP

E. O'Neill
J. Pau

Dept. of General Services

C. Torres

Douglass & Liddell

D. Douglass
D. Liddell

Duke Energy North America

M. Gillette

Dynegy, Inc.

J. Paul

Ellison Schneider & Harris LLP

E. Janssen

Energy Price Solutions

A. Scott

Energy Strategies, Inc.

K. Campbell

M. Scanlan

Goodin, MacBride, Squeri, Ritchie & Day

B. Cragg

J. Heather Patrick

J. Squeri

Goodrich Aerostructures Group

M. Harrington

Hanna and Morton LLP

N. Pdersen

Henwood Energy Services

Ista-North America

L. Belew

J.B.S. Energy

J. Nahigian

Luce, Forward, Hamilton & Scripps LLP

J. Leslie

Manatt, Phelps & Phillips LLP

D. Huard

Matthew V. Brady & Associates

M. Brady

Modesto Irrigation District

C. Mayer

Morrison & Foerster LLP

P. Hanschen

MRW & Associates

D. Richardson

Pacific Gas & Electric Co.

J. Clark

M. Huffman

S. Lawrie

E. Lucha

Robinsons-May Dept. Stores

R. Britt

R. W. Beck, Inc.

C. Elder

San Diego Regional Energy Office

S. Freedman

S. Anders

School Project for Utility Rate

Reduction

M. Rochman

Shute, Mihaly & Weinberger LLP

O. Armi

Solar Turbines

F. Chiang

Sutherland Asbill & Brennan LLP

K. McCrea

Southern California Edison Co.

M. Alexander

K. Cini

K. Gansecki

H. Romero

TransCanada

J. Roscher

B. Johnson

TURN

M. Florio

M. Hawiger

UCAN

M. Shames

U.S. Dept. of the Navy

K. Davoodi

N. Furuta

J. Perez

Utility Specialists, Southwest, Inc.

D. Koser

Western Manufactured Housing

Communities Association

Sheila Dey

White & Case LLP

L. Cottle

ATTACHMENT
ADVICE LETTER 1717-E

Cal. P.U.C. Sheet No.	Title of Sheet	Canceling Cal. P.U.C. Sheet No.
Original 18512-E	SAMPLE FORMS, 142-1759, Sheet 1	
Revised 18513-E	TABLE OF CONTENTS, Sheet 1	Revised 18511-E
Revised 18514-E	TABLE OF CONTENTS, Sheet 8	Revised 18419-E



San Diego Gas & Electric Company
San Diego, California

Original Cal. P.U.C. Sheet No. 18512-E

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

SAMPLE FORMS

Sheet 1

142-1759

CONTRACT FOR INSTALLATION OF ELECTRIC WATT-HOUR DATA PULSES

(08/05)

(See Attached Form)

N
N
N

1W12

Advice Ltr. No. 1717-E

Decision No. _____

Issued by
Lee Schavrien
Vice President
Regulatory Affairs

Date Filed Aug 3, 2005

Effective _____

Resolution No. _____



CONTRACT FOR INSTALLATION OF ELECTRIC WATT-HOUR DATA PULSES

This Contract is made and entered into by and between the following parties:

San Diego Gas & Electric Company, a California corporation, hereinafter referred to as "SDG&E" and _____ hereinafter referred to as "Customer", and jointly, or individually, referred to as "Parties" or "Party".

The Parties understand that this Contract is legally binding and are bound by the terms set forth herein and otherwise incorporated herein by reference. Under this Contract, SDG&E will install an electric meter with a pulse initiator providing a Form C contact closure (KYZ), which represents electric energy measured by the meter, and a junction box with fuses and a terminal strip. These devices will supply watt-hour data pulses to Customer's electric monitoring or load control equipment for the purpose of monitoring electric use, demand control and/or energy conservation. Installation of these devices is a special facility as defined by Rule 2, Section I.1, and is subject to the Rule 2 one-time payment factor for distribution meters capital and O&M contained in Rule 2, Section I.1.a (2).

I. GENERAL PROVISIONS

Upon receipt by SDG&E of \$_____ and a fully executed copy of this Contract, SDG&E will install, own, and reasonably maintain the devices required to supply electric watt-hour data pulses. The devices consist of a pulse initiator, Form C contact closure (KYZ), a junction box with fuses and a terminal strip, and associated wiring connected to SDG&E's metering facilities. No circuit for the Customer's use shall be connected directly to SDG&E's metering potential or current transformers.

The Customer's output wires will be connected to the terminal strip in the junction box provided by SDG&E and located in an area accessible to the Customer outside the SDG&E metering compartment. The Customer is not allowed to enter or install any facilities within a metering compartment under SDG&E's seal.

Customer shall install, own and maintain its monitoring or load control equipment. SDG&E will provide one-ampere fuses for protection of the pulse initiation in the meter. SDG&E will trouble shoot the installation and replace fuses if blown as part of reasonable maintenance. SDG&E shall not be responsible for pulse interruptions due to blown fuses, failure, or any other malfunction of SDG&E's or Customer's equipment.

Customer shall have a pulse circuit operating voltage, not to exceed 125 volts A.C. or D.C. The maximum burden connected to SDG&E's relay system shall be 100 volts-amperes.

SDG&E reserves the right to change the watt-hour value of a pulse or the maximum pulse rate. Any necessary changes to Customer's system to accommodate the new pulse value or pulse rate shall be at Customer's expense.

Interruption of the watt-hour pulses for any reason shall not impact SDG&E's meter readings or recordings for billing purposes.

SDG&E has the right to interrupt the supply of the watt-hour pulses to perform meter tests or maintenance procedures. SDG&E is not responsible for the effects of such interruptions on the operation of Customer's equipment.

If at any time, the Customer's demand monitoring system becomes detrimental to or incompatible with SDG&E's system, SDG&E shall have the right to disconnect those SDG&E-owned devices supplying watt-hour data pulses from SDG&E's metering facilities immediately and without advance notice to Customer or liability to SDG&E.

II. TERM

This Contract shall become effective when signed by both Parties. The effective date of the Contract shall be the last date signed by a Party. This Contract shall remain effective unless terminated by either party upon 30 days written notice.

III. DISPUTE RESOLUTION

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

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

The second step in the dispute resolution process shall be mediation between the parties in accordance with the Commercial Rules of the American Arbitration Association. If the dispute is not resolved by the mediation, the parties shall submit the dispute to arbitration or litigation. Should the parties not agree on arbitration, either party may seek remedy in the Superior Court of the County of San Diego, California.

In any action in litigation to enforce or interpret any of the terms of this Contract, the prevailing Party shall be entitled to recover from the unsuccessful party all costs, expenses, (including expert testimony) and reasonable attorneys fees (including fees and disbursements of in-house and outside counsel) incurred therein by the prevailing Party.

IV. DISCLAIMER OF WARRANTY

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

V. INDEMNIFICATION

Customer agrees to indemnify, defend and hold harmless SDG&E, its officers, agents and employees against any and all loss, damage, expense and liability in any way related to SDG&E's installation, maintenance, ownership and operation of the demand monitoring system, except as may be caused by the negligence of SDG&E.

VI. CALIFORNIA PUBLIC UTILITIES COMMISSION

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

IN WITNESS WHEREOF, SDG&E and Customer have executed this Contract:

Customer _____

San Diego Gas & Electric Company

By _____

By _____

Title _____

Title _____

Date _____

Date _____



San Diego Gas & Electric Company
San Diego, California

Revised Cal. P.U.C. Sheet No. 18513-E

Canceling Revised Cal. P.U.C. Sheet No. 18511-E

TABLE OF CONTENTS

Sheet 1

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

	<u>Cal. P.U.C. Sheet No</u>
TITLE PAGE.....	16015-E
TABLE OF CONTENTS.....	18513, 18322, 18297, 18298, 17939, 17482-E 18323, 18514, 17429, 18350, 15392-E
PRELIMINARY STATEMENT:	
I. General Information.....	8274, 18225, 18226-E
II. Balancing Accounts.....	18491, 15067, 11667, 15068, 16463, 16464, 16465-E 17964, 16467, 17965, 18177, 17966, 18227, 16989-E 16990, 16991, 16992, 16993, 17600, 17601, 16996-E 16997, 17090, 17091, 17092, 18492, 17814, 17743-E 17096, 18510, 18493, 18494, 18495, 18496, 18497-E 18498, 18499, 18500, 18501, 18502, 18503, 18504-E 18505, 18506-E
III. Memorandum Accounts.....	18114, 15078, 16491, 16492, 16493, 16494, 16495-E 16496, 16497, 16498, 16499, 16500, 16501, 16502-E 16503, 16504, 16505, 16506, 16507, 16508, 16509-E 16510, 16511, 16512, 16513, 16514, 16515, 16516-E 16517, 16518, 17049, 17050, 17051, 17052, 17053-E 17178, 17179, 17180, 17181, 17182, 17183, 17184-E 17816, 17186, 17187, 17188, 17189, 17190, 17191-E 17192, 18508, 17818, 18336, 17820, 18115, 18116-E 18117, 18118-E
IV. Electric Distribution and Gas Performance Based Ratemaking (PBR) Mechanism.....	18120, 18121, 18122, 18123, 18124, 18125, 18126-E 18127, 18128, 18129, 18130, 18131, 18132, 18133-E 18134, 18135, 18136-E
V. SONGS 2&3 Procedures.....	17006, 17007-E
VI. Miscellaneous.....	16141, 16401, 15105, 12475, 12476, 16152-E 16148, 15106, 12480, 12481, 13257, 12483-E 12484, 12485, 12486, 15107, 16142, 16143-E
INDEX OF RATE AREA MAPS	
Map 1 - Territory Served.....	15228-E

T
T

(Continued)

1W6
Advice Ltr. No. 1717-E
Decision No. _____

Issued by
Lee Schavrien
Vice President
Regulatory Affairs

Date Filed Aug 3, 2005
Effective _____
Resolution No. _____



TABLE OF CONTENTS

SAMPLE FORMS

<u>Form No.</u>	<u>Date</u>	<u>Applications, Agreements & Contracts</u>	<u>Cal. P.U.C. Sheet No.</u>
142-859	03-94	Request for Service on Schedule NJ - New Job Incentive Rate Service.....	8100-E
142-959	06-96	Standard Form Contract for Service New Job Incentive Rate Service.....	9129-E
142-1059	06-96	Standard Form Contract for Service New Job Connection Credit.....	9130-E
142-1159	03-94	Standard Form Contract - Use of Rule 20A Conversion Funds to Fund New Job Connection Credit.....	8103-E
142-1359	05-95	Request for Contract Minimum Demand.....	8716-E
142-1459	05-95	Agreement for Contact Closure Service.....	8717-E
142-1559	05-95	Request for Conjunctive Billing.....	8718-E
142-1659	05-95	Standard Form Contract - Credits for Reductions in Overhead to Underground Conversion Funding Levels.....	8719-E
142-1759	08-05	Contract for Installation of Electric Watt-Hour Data Pulses.....	18512-E
142-01959	01-01	Consent Agreement.....	14172-E
142-02559	01-98	Contract to Permit the Billing of a Customer on Schedule AV-1 Prior to Installation of all Metering and Equipment Required to Provide a Contract Closure in Compliance With Special Condition 12 of Schedule AV-1.....	11023-E
142-02760	02-02	Interconnection Agreement for Net Energy Metering Solar or Wind Electric Generating Facilities for Other than Residential or Small Commercial of 10 Kilowatts or Less.....	16707-E
142-02761	10-03	Biogas Digester Generating Facility Net Energy Metering and Interconnection Agreement.....	16697-E
142-3201	- - -	Residential Hotel Application for Residential Rates.....	5380-E
142-3242		Agreement for Exemption from Income Tax Component on Contributions and Refundable Advances.....	6041-E
142-4032	06-05	Application for California Alternate Rates for Energy (CARE) Program for Qualified Agricultural Employee Housing Facilities.....	18414-E
142-4035	06-05	Application for California Alternate Rates for Energy (CARE) Program for Migrant Farm Worker Housing Centers.....	18415-E
142-5201	01-03	Request for Service on Schedule AL-TOU-CP.....	16086-E
142-05302	01-01	Generating Facility Interconnection Application Agreement....	14152-E
142-05203	01-05	Generating Facility Interconnection Application.....	14698-E
142-05205	07-02	Optional Binding Mandatory Curtailment Plan Contract.....	17729-E
142-05207	02-05	Base Interruptible Program Contract.....	15475-E
142-05209	04-01	No Insurance Declaration.....	15476-E
142-05210	06-04	Rolling Blackout Reduction Program Contract.....	18273-E
142-05211	06-04	Bill Protection Application.....	17152-E
142-05212	07-03	Demand Bidding Program Non-Disclosure Agreement.....	17153-E
142-05213	07-03	Technical Assistance Incentive Application.....	16567-E
142-0541	06-02	Customer Generation Agreement.....	15384-E
142-0542	06-02	Generating Facility Interconnection Agreement.....	15385-E
142-0543	06-02	(3 rd Party Inadvertent Export) Generating Facility Interconnection Agreement.....	15386-E
142-0544	06-02	(3 rd Party Non-Exporting) Generating Facility Interconnection Agreement.....	15387-E

(Continued)