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June 6, 2007

**ADVICE LETTER 1902-E**  
(U 902-E)

PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

**SUBJECT: REVISIONS TO SCHEDULE CBP AND SAMPLE FORMS**

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

**PURPOSE**

This advice letter (AL) revises SDG&E's Schedule CBP (Capacity Bidding Program) and Form 142-05207 (Base Interruptible Program Contract) in order to make minor tariff language changes to its Demand Response tariffs prior to the 2007 summer season as discussed below.

**BACKGROUND**

In preparation for warmer summer weather and implementation of SDG&E's Demand Response Programs, SDG&E has identified some minor revisions to be made to its Demand Response tariffs prior to the 2007 summer season.

SDG&E is proposing to revise its Capacity Bidding Program (CBP) in order to modify the Day-Of notification trigger to be consistent with Pacific Gas & Electric Company's (PG&E's) and Southern California Edison Company's (SCE's) Day-Of notification trigger. SDG&E was the initial sponsor of the Day-Of program component of the Capacity Bidding Program and developed the Day-Of trigger alone. In Resolution E-4020, issued October 19, 2006, the Commission approved SDG&E's Capacity Bidding Program and directed PG&E and SCE to file a similar Day-Of program component. PG&E and SCE developed a different trigger than proposed by SDG&E, which SDG&E now supports. Aggregators frequently recruit customers for CBP who have multiple facilities throughout the State. Consistent notification timing for events would help facilitate Event activation for statewide program events. Different trigger times by individual Utility could result in Event activation that is not in sequence when statewide peak load reductions are most needed.

As a result, SDG&E is revising Schedule CBP, Special Condition 4.a.ii, Day-Of, to state that the Utility will provide to participants up to 30 minutes notice prior to the close of the ISO Hour-Ahead Market (approximately three hours notice prior to the commencement of the Event). This change will align SDG&E's Day-Of notification trigger with PG&E's and SCE's notification trigger.

In addition, SDG&E is also updating its Base Interruptible Program Contract (Form 142-05270) to: (1) reflect a mailing address change under II. Term, and (2) to remove the last sentence under XII. Essential Customer Declaration since it conflicts with the previous sentence in the paragraph. The form is being filed in its entirety.

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

### **EFFECTIVE DATE**

SDG&E believes that this filing is subject to Energy Division disposition and therefore respectfully requests that it become effective on July 6, 2007, which is 30 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 Honesto Gatchalian ([inj@cpuc.ca.gov](mailto:inj@cpuc.ca.gov)) and Maria Salinas ([mas@cpuc.ca.gov](mailto:mas@cpuc.ca.gov)) of the Energy Division. A copy of the protest should also be sent via both e-mail and facsimile to the address shown below on the same date it is mailed or delivered to the Commission.

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

### **NOTICE**

A copy of this filing has been served on the utilities and interested parties shown on the attached list, including interested parties in A.05-06-006, by either providing them a copy electronically or by mailing them a copy hereof properly stamped and addressed.

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

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Ken Deremer  
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: Margee Moore

Phone #: (858) 654-1748

E-mail: mmoore@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) #: 1902-E

Subject of AL: Revisions to Schedule CBP and Sample Forms

Keywords (choose from CPUC listing): Sample Forms

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 \_\_\_\_\_

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

Resolution Required?  Yes  No

Requested effective date: 7/6/07      No. of tariff sheets: 5

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: Schedule CBP, Form 142-05207 & TOCs

Service affected and changes proposed<sup>1</sup>: \_\_\_\_\_

Pending advice letters that revise the same tariff sheets: None

**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**

**[jnj@cpuc.ca.gov](mailto:jnj@cpuc.ca.gov) and [mas@cpuc.ca.gov](mailto:mas@cpuc.ca.gov)**

**San Diego Gas & Electric**

**Attention: Todd Cahill**

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

**San Diego, CA 92123**

**[tcahill@semprautilities.com](mailto:tcahill@semprautilities.com)**

<sup>1</sup> 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

DRA

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

Energy Division

W. Franklin  
S. Gallagher  
H. Gatchalian  
D. Lafrenz  
M. Salinas

CA. Energy Commission

F. DeLeon  
R. Tavares

Alcantar & Kahl LLP

K. Harteloo

American Energy Institute

C. King

APS Energy Services

J. Schenk

BP Energy Company

J. Zaiontz

Barkovich & Yap, Inc.

B. Barkovich

Bartle Wells Associates

R. Schmidt

Braun & Blaising, P.C.

S. Blaising

California Energy Markets

S. O'Donnell  
C. Sweet

California Farm Bureau Federation

K. Mills

California Wind Energy

N. Rader

Children's Hospital & Health Center

T. Jacoby

City of Chula Vista

M. Meacham  
E. Hull

City of Poway

R. Willcox

City of San Diego

J. Cervantes  
G. Lonergan  
M. Valerio

Commerce Energy Group

V. Gan

Constellation New Energy

W. Chen

CP Kelco

A. Friedl

Davis Wright Tremaine, LLP

E. O'Neill  
J. Pau

Dept. of General Services

H. Nanjo  
M. Clark

Douglass & Liddell

D. Douglass  
D. Liddell  
G. Klatt

Duke Energy North America

M. Gillette

Dynegy, Inc.

J. Paul

Ellison Schneider & Harris LLP

E. Janssen

Energy Policy Initiatives Center (USD)

S. Anders

Energy Price Solutions

A. Scott

Energy Strategies, Inc.

K. Campbell  
M. Scanlan

Goodin, MacBride, Squeri, Ritchie & Day

B. Cragg  
J. Heather Patrick  
J. Squeri

Goodrich Aerostructures Group

M. Harrington

Hanna and Morton LLP

N. Pedersen

Itsa-North America

L. Belew

J.B.S. Energy

J. Nahigian

Luce, Forward, Hamilton & Scripps LLP

J. Leslie

Manatt, Phelps & Phillips LLP

D. Huard  
R. Keen

Matthew V. Brady & Associates

M. Brady

Modesto Irrigation District

C. Mayer

Morrison & Foerster LLP

P. Hanschen

MRW & Associates

D. Richardson

Pacific Gas & Electric Co.

J. Clark  
M. Huffman  
S. Lawrie  
E. Lucha

Pacific Utility Audit, Inc.

E. Kelly

R. W. Beck, Inc.

C. Elder

San Diego Regional Energy Office

S. Freedman  
J. Porter

School Project for Utility Rate Reduction

M. Rochman

Shute, Mihaly & Weinberger LLP

O. Armi

Solar Turbines

F. Chiang

Sutherland Asbill & Brennan LLP

K. McCrea

Southern California Edison Co.

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

TransCanada

R. Hunter  
D. White

TURN

M. Florio  
M. Hawiger

UCAN

M. Shames

U.S. Dept. of the Navy

K. Davoodi  
N. Furuta  
J. Perez

Utility Specialists, Southwest, Inc.

D. Koser

Western Manufactured Housing

Communities Association

S. Dey

White & Case LLP

L. Cottle

Interested Parties in:

A.05-06-006, et al

ATTACHMENT  
ADVICE LETTER 1902-E

Cal. P.U.C. Sheet No.	Title of Sheet	Canceling Cal. P.U.C. Sheet No.
Revised 20105-E	SCHEDULE CBP, CAPACITY BIDDING PROGRAM, Sheet 5	Original 19650-E
Revised 20106-E	SAMPLE FORMS, FORM 142-05207, Sheet 1	Revised 19198-E
Revised 20107-E	TABLE OF CONTENTS, Sheet 1	Revised 20101-E
Revised 20108-E	TABLE OF CONTENTS, SCHEDULE OF RATES, Sheet 5	Revised 20103-E
Revised 20109-E	TABLE OF CONTENTS, Sheet 10	Revised 20060-E



**SCHEDULE CBP**

CAPACITY BIDDING PROGRAM

SPECIAL CONDITIONS (Continued)

3. Program Operation: (Continued)

- e. Third-Party Coordinators: Utility may contract with one or more third parties ("Coordinators") to assist Utility in the administering, coordination and/or scheduling of the Program and may designate such Coordinators as the sole point of contact in respect of such services by notifying the applicable Participants of such designation.
- f. Program Triggers: The Utility may call an Event whenever the Utility's electric system supply portfolio reaches a resource dispatch equivalence of 15,000 Btu/kWh heat rate, or as Utility system conditions warrant.

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

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

- i. Day Ahead: For Participants selecting Day-Ahead Products, Events shall be called by the Utility with notice to such Participants not later than 3:00 p.m. on the day prior to the Event day. When the Event day is a Monday, notice shall be provided to Participants by not later than 3:00 p.m. on the preceding Friday. The Events shall not exceed the maximum duration (in hours) corresponding with the Product nominated by the Participant as set forth in the table above. The maximum cumulative duration of an Event during any operational month shall not exceed 24 hours.
- ii. Day Of: For Participants selecting Day-Of Products, Events shall be called by the Utility to such Participants with up to 30 minutes notice prior to the close of the ISO Hour-Ahead Market (approximately three (3) hours prior to the commencement of the Event). The Events shall not exceed the maximum duration (in hours) corresponding with the Product nominated by the Participant as set forth in the table above. The maximum cumulative duration of an Event during any operational month shall not exceed 24 hours.

5. Customer Specific Baseline: In order to participate in the Program, Participants must have a valid baseline ("Baseline") for each Product nominated each day of an operational month, which Baseline must be established not later than 5 calendar days prior to the first day of such operational month of the Program. Baselines shall be established as follows:

- a. Participating Customers: For customers enrolled in the Program directly with the Utility, the Baseline for any given operational day is defined as the average consumption for the hours of 11 a.m. to 7:00 p.m. for the three (3) highest days from within the immediately preceding ten (10) similar non-holiday week days prior to the Event. The baseline will exclude weekends, holidays, and days when a customer was paid to reduce load, when load reductions were requested or when rotating outages are called.

(Continued)

5P10

Issued by

Date Filed

Jun 6, 2007

Advice Ltr. No. 1902-E

**Lee Schavrien**

Effective \_\_\_\_\_

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

Senior Vice President  
Regulatory Affairs

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

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San Diego Gas & Electric Company  
San Diego, California

Revised Cal. P.U.C. Sheet No. 20106-E

Canceling Revised Cal. P.U.C. Sheet No. 19198-E

**SAMPLE FORMS**

Sheet 1

FORM 142-05207

BASE INTERRUPTIBLE PROGRAM CONTRACT

(06/07)

(See Attached Form)

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Advice Ltr. No. 1902-E

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

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

Date Filed Jun 6, 2007

Effective \_\_\_\_\_

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

BASE INTERRUPTIBLE PROGRAM CONTRACT

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".

**I. RECITALS**

**WHEREAS**, Customer is herein requesting to take service pursuant to the BIP tariff, Schedule BIP, Base Interruptible Program ("BIP").

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

**II. TERM**

This Contract shall become effective when signed by both parties, and remains effective unless terminated sooner by the terms herein. Customers may modify their Firm Service Level, as set forth on Attachment B, which is attached hereto and incorporated herein by reference, or discontinue participation in BIP only once each year during the month of November (which modification shall be effective the following January 1). Customer shall provide written notification of such changes to: Attention BIP Manager, SDG&E, 8335 Century Park Court, CP 12E, San Diego, CA 92123.

**III. FIRM SERVICE LEVEL**

Customer shall reduce energy use to their selected Firm Service Level amount identified in Attachment B consistent with Schedule BIP, which is attached hereto as Attachment C and incorporated by reference.

**IV. PROGRAM COMMITMENT**

Customer shall select between two notification options set forth in Schedule BIP, either Option A or Option B, for program participation and earned incentive as consistent with Schedule BIP included herein.

Option A: \_\_\_\_\_

Option B: \_\_\_\_\_

**V. THIRD-PARTY MARKETER**

Customer may, at any time, select to participate in BIP via a Marketer (as such term is defined in Rule 29, Third-Party Marketers for Base Interruptible Program) by submitting a "Notice to Add, Change or Terminate a Third-Party Marketer for Base Interruptible Program" (Form No. 142-05216) and designating a Marketer therein. Except in the case of a termination of a Marketer Agreement between the Marketer and SDG&E as provided in Rule 29, Customer may only change Marketers, or otherwise terminate its designation of a Marketer, during the month of November (with such change or termination becoming effective the following January 1), by submitting a "Notice to Add, Change or Terminate a Third-Party Marketer for Base Interruptible Program" (Form No. 142-05216) setting forth such change or termination.

Participation in BIP via a Marketer, including the designation and termination of such Marketer and its services, shall be subject to the terms and conditions of Rule 29, Third-Party Marketers for Base Interruptible Program.

SDG&E must receive a signed "Authorization To: Receive Customer Information or Act on a Customer's Behalf" to release customer-specific electric usage data to any designated Marketer. Subject to Customer authorization, for each request to release customer-specific electric usage data, SDG&E will provide a maximum of the most recent 12 month's customer electric usage data (or all data available if Customer has less than 12 month's usage history) to Customer, or such designated Marketer. If Customer, or its designated Marketer, requests this historic usage more than two times per year for a specific service account, SDG&E shall have the ability to assess a processing charge if approved by the Commission.

If any security has not been provided or does not adequately cover the outstanding charges owed by a designated Marketer to SDG&E, Customer will be liable for any such remaining outstanding charges (including Excess Energy Usage Charges) to the extent incurred by Customer, as provided in Rule 29, Third-Party Marketers for Base Interruptible Program.

**VI. ASSIGNMENT**

Customer shall not assign this Contract without prior written consent of SDG&E.

**VII. DISPUTE RESOLUTION**

Any dispute that cannot be resolved between the Parties shall be settled by the means set forth in Schedule BIP. 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.

**VIII. 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.

**IX. LIMITATION OF LIABILITY**

The limitations of liability set forth below in this Section IX shall not apply to errors or omissions caused by willful misconduct, fraudulent conduct, or violations of law.

In no event shall SDG&E, its shareholders, directors, employees, agents or subcontractors (including, without limitation, suppliers of the Utility System) (collectively "SDG&E Parties") be liable to Customer for any direct, indirect, consequential, special, incidental, or punitive damages under any other theories including, but not limited to, tort, contract, breach of warranty or strict liability for (i) the design, manufacture, installation, operation, maintenance, performance or demonstration of the Utility System, or (ii) the acts or omissions of, or the performance or non-performance under any agreement with Customer by, any Marketer designated by Customer pursuant to Section V above. The "Utility System" includes any metering, meter communication equipment, Internet communication software, energy demand management software and related goods and services. SDG&E shall not be responsible for any business loss, actual or implied, as a result of the partial or complete failure of the Utility System to operate.

**X. COMPLIANCE WITH LAWS**

The parties shall comply with the terms and conditions of Schedule BIP, and all local, state and federal rules, regulations and laws, including, if Customer designates a Third-Party Marketer pursuant to Section V above, Rule 29, Third-Party Marketers for Base Interruptible Program.

**XI. COMMISSION CONTINUING AUTHORITY**

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

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

**XII. ESSENTIAL CUSTOMER DECLARATION**

I hereby state that I am the \_\_\_\_\_ (title) of \_\_\_\_\_ (company), and am authorized to make this declaration on behalf of my company at the following location.

Address \_\_\_\_\_

City \_\_\_\_\_

State California Zip \_\_\_\_\_

To the best of my knowledge, I understand that my company is considered an essential customer at the location stated above under the California Public Utilities Commission's rules and is exempt from rotating outages. I declare that I have voluntarily elected to participate in an SDG&E interruptible program for all or part of my electrical load based on adequate back-up generation or other means to interrupt load when requested by SDG&E, while continuing to meet my essential needs.

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

Customer

San Diego Gas & Electric Company

By \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

The following attachments are attached hereto and incorporated by reference:

Attachment A: Customer Contact Information

Attachment B: Customer Account Information

Attachment C: Schedule BIP

**ATTACHMENT A**  
**Base Interruptible Program**  
**Customer Contact Information**

**Primary Contact:**

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

**Secondary Contact:**

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

**Additional Contact:**

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

**Additional Contact:**

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

**Additional Contact:**

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

**ATTACHMENT B**  
**Base Interruptible Program**  
**Customer Account Information**

**Site #1**

Account Name \_\_\_\_\_  
Account Number \_\_\_\_\_  
Site Address \_\_\_\_\_  
Existing Electric Meter Number \_\_\_\_\_  
Customer Selected Firm Service Level (kW) \_\_\_\_\_

**Site #2**

Account Name \_\_\_\_\_  
Account Number \_\_\_\_\_  
Site Address \_\_\_\_\_  
Existing Electric Meter Number \_\_\_\_\_  
Customer Selected Firm Service Level (kW) \_\_\_\_\_

**Site #3**

Account Name \_\_\_\_\_  
Account Number \_\_\_\_\_  
Site Address \_\_\_\_\_  
Existing Electric Meter Number \_\_\_\_\_  
Customer Selected Firm Service Level (kW) \_\_\_\_\_

**Site #4**

Account Name \_\_\_\_\_  
Account Number \_\_\_\_\_  
Site Address \_\_\_\_\_  
Existing Electric Meter Number \_\_\_\_\_  
Customer Selected Firm Service Level (kW) \_\_\_\_\_

**Site #5**

Account Name \_\_\_\_\_  
Account Number \_\_\_\_\_  
Site Address \_\_\_\_\_  
Existing Electric Meter Number \_\_\_\_\_  
Customer Selected Firm Service Level (kW) \_\_\_\_\_

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

**ATTACHMENT C**  
**Base Interruptible Program**  
**Schedule BIP**



**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.

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(Continued)

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Advice Ltr. No. 1902-E

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

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

Date Filed Jun 6, 2007

Effective \_\_\_\_\_

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



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