



San Diego Gas & Electric Company
San Diego, California

Original Cal. P.U.C. Sheet No. 21623-E

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

SAMPLE FORMS

Sheet 1

FORM 106-13140

General Street Lighting Contract

Form 106-13140

(2/10)

(See Attached Form)

(Continued)

1C7

Issued by _____

Date Filed Feb 1, 2010

Advice Ltr. No. 944-E

Effective Feb 1, 2010

Decision No. _____

Resolution No. _____



GENERAL STREET LIGHTING CONTRACT

This Contract is made and entered into as of this _____ day of _____, 2____, by and between SAN DIEGO GAS & ELECTRIC COMPANY, a corporation, hereinafter called "Utility", and _____, hereinafter called "Applicant".

In consideration of the mutual promises herein, the parties agree as follows:

1. Utility shall render service to Applicant to the facilities set forth in Exhibit A, attached hereto and made a part hereof in accordance with its effective rules ("Rules") and its applicable street light rate schedules ("Rates) on file with the California Public Utilities Commission and incorporate herein by reference.
2. Applicant shall take and pay monthly for said service in accordance with Utility's Rules and Rates for a period of _____ years commencing _____, 2____, or as soon thereafter as Utility is reasonably able to supply said service. Should Applicant request a delay in placing lights in service for more than 60 days subsequent to the effective date of service stated above or any supplement thereto, Applicant shall pay a facilities charge based on rate specified in Rule 2.1 until such lights are placed in service. Upon expiration of the original term, this Contract shall be automatically extended for successive terms of one year each; provided that this contract may be terminated at the end of the original or any extended term by either party upon not less than 60 days prior written notice.
3. In the event of non-payment by Applicant, as defined in the Utility's Rules, in addition to remedies under its Rules, the Utility may consider that Applicant has requested discontinuance of service and seek relief as provided in Paragraph 4 of this Contract, or the Utility may consider that Applicant has requested temporary cessation and seek relief as provided in Paragraph 7 of this Contract.
4. Should Applicant request discontinuance of service to any of the street lights described above during the first year of service following installation, Applicant shall pay to Utility the net installation and removal costs incurred by Utility to render such service. Should Applicant request discontinuance of service during the second through fifth years following installation, Applicant shall pay to Utility said net installation costs less 1/48 of said amount for each month that service is continued beyond the first year, plus the net removal costs incurred by the Utility under this Contract. The date of service for each street light for purposes of this Paragraph is deemed to be the date each street light listed in the Exhibits, or supplements thereto, is first placed in service.

Project Name:
DPSS No.:
Construction #:

5. Should Applicant terminate this contract prior to commencement of construction, Applicant shall reimburse Utility the administration and engineering costs associated with the facilities described in Exhibit A. Should Applicant terminate this contract after commencement but prior to completion of construction, Applicant shall, in addition to the administration and engineering costs, reimburse Utility the installation and removal costs of the partially completed facilities. Applicant shall reimburse Utility within 15 days after notification by Utility of the amount of the costs.
6. No change shall be made in the street lighting system(s) under this Contract except by modifications mutually agreed upon in writing. By said modification, new street lights may be added under the Rates in effect at that time, and Utility shall make any necessary installations in accordance with its Rules. However, no change will be made in the location of existing lights unless the expense thereof is paid by Applicant.

EXHIBIT "A" to Street Lighting contract between
San Diego Gas & Electric Company
and

1. Service Location:

2. Service Information:

a. Number of Lamps

b. Lumens

c. Type of Lamp

d. Kind of Service

e. Burning Hours per Year

f. Type of Mounting

g. Ownership of facilities by

3. Rate Information:

a. Rate Schedule

4. Other Conditions:

5. Street Light Locations

Pole Numbers: