



San Diego Gas & Electric Company
San Diego, California

Original Cal. P.U.C. Sheet No. 18057-E

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

SAMPLE FORMS

Sheet 1

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Form 142-05214

ELECTRIC SERVICE CONTRACT FOR BILLING WHERE A CUSTOMER HAS A GENERATOR(S)
COMMITTED TO BE DISPATCHED WHEN CALLED UPON BY SDG&E PURSUANT TO A CONTRACT
WITH CELERITY

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(03/05)

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(See Attached Form)

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Advice Ltr. No. 1673-E

Decision No. 04-06-011

Issued by
Lee Schavrien
Vice President
Regulatory Affairs

Date Filed Mar 3, 2005

Effective Apr 21, 2005

Resolution No. _____



San Diego Gas & Electric

ELECTRIC SERVICE CONTRACT FOR BILLING WHERE A CUSTOMER HAS A GENERATOR(S) COMMITTED TO BE DISPATCHED WHEN CALLED UPON BY SDG&E PURSUANT TO A CONTRACT WITH CELERITY

This Electric Service Contract For Billing Where A Customer Has A Generator(S) Committed To Be Dispatched When Called Upon By SDG&E Pursuant To A Contract With Celerity ("Contract") is entered into by and between the following Parties:

San Diego Gas & Electric Company, a Sempra Energy Utility, hereinafter referred to as ("SDG&E") and _____, hereinafter referred to as ("Customer"), and jointly, as "Parties" or individually, as "Party".

WHEREAS: Customer will, by _____ (date to be inserted as soon as known and prior to execution of contract), install on its property one, or more, generator(s) that will be designed, and intended, to primarily be dispatched by SDG&E under a separate contract with Celerity Energy Partners San Diego LLC ("the Celerity Contract") or to serve Customer's load as a standby or emergency generator in accordance with the Celerity Contract;

WHEREAS: SDG&E's existing tariffs would require Customer to take standby service on Schedule S for the amount of capacity associated with the generator(s) and restrict its operation to strictly testing or provision of service when SDG&E's system is de-energized;

WHEREAS: All power produced by the generator shall be delivered under the terms of service covered by the Celerity Contract;

WHEREAS: Customer shall cause SDG&E to be compensated to install and maintain a Net Generation Meter (NGM) on the generator(s) covered by the Celerity Contract along with a meter capable of measuring any net deliveries of power to SDG&E's electric grid;

WHEREAS: SDG&E will waive any provision in its tariffs, other than as addressed in Electric Rule 21, that would prohibit Customer from operating its generator(s) in accordance with the Celerity Contract;

NOW, THEREFORE, for mutual and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree to the Recitals set forth above and as follows:

1. APPLICABILITY

The rates and terms set forth in this Contract shall apply only to SDG&E's electric rates for service to Customer at the service address specified below:

2. DEFINITIONS

Terms and expressions when used in this Contract with initial letters capitalized, whether in the singular, plural or possessive, shall have the meanings set forth in this Contract or as set forth in SDG&E's Electric Rule 1 Definitions or Rule 21 Section H., Definitions.

Covered Generator Shall be any generator that is operated in accordance with the Celerity Contract.

3. TERM

This Contract shall become effective at the start of the first billing period following the last date signed below. Unless otherwise terminated pursuant to Sections 7 or 15 herein, this Contract shall terminate on the earlier of 1) the date the Covered Generator is no longer a part of the Celerity Contract for any reason or; 2) upon order by the California Public Utilities Commission ("Commission") terminating the Contract as provided by the Commission.

4. METERING REQUIREMENTS

Customer shall have in place at all times at the service address a separate NGM for each generator covered by this Contract and a meter capable of registering export power to SDG&E's electric grid, that are paid for by Customer, or Celerity, prior to initial operation of either the covered generation facility(s). All meters contemplated by this Section shall be capable of measuring power on a 15 minute interval basis.

5. APPLICATION OF RATES

Rates shall be applied in accordance with the rate schedule(s) that are otherwise applicable to the Customer. Consumption for billing on the otherwise applicable rate schedule(s) will be determined by adding the metered electric output of the NGM(s) from the Covered Generator(s), less any metered electric export caused by those generators, to the billing, or service entrance, metered electric service.

As a limited exception to the above paragraph the metered electric output of the NGM(s) will not be added to the billing, or service entrance, metered service when the Covered Generator(s) are in operation when retail electric service to the Facility is unavailable on SDG&E's system or for up to five (5) hours in any month for testing of the Covered Generator(s).

6. TERMINATION PROVISIONS

If at any time and for any reason a Covered Generator is no longer included as an eligible generator in the Celerity Contract, this Contract shall terminate immediately.

7. ASSIGNMENT

This Contract is intended to be between the two Parties and neither Party may assign this Contract without prior written consent of the other Party. Such consent shall not be unreasonably withheld.

8. DISPUTE RESOLUTION

Any dispute that cannot be resolved between the Parties shall be settled pursuant to Section G. of SDG&E's Electric Rule 21.

9. NOTICES

Any notices or demands to be served hereunder by either Party to the other shall be in writing and affected either by personal delivery or by mail, registered or certified, with return receipt requested. Mailed notices shall be addressed as follows to:

If to SDG&E: San Diego Gas & Electric Company
Electric and Gas Procurement Department
8315 Century Park Court, CP- 21D
San Diego, CA 92123

If to Customer: _____

Until written notice of a different address is furnished in accordance herewith to the other Party, all such notices shall be delivered to the addresses above. Such notices shall be deemed to have been served at the time personally delivered to either Party or within four (4) business days after the same have been deposited, postage prepaid, in the United States Post Office, which shall be a valid and sufficient service of notice for all purposes

10. ATTORNEYS' FEES

If either Party to this Contract begins any legal action or proceeding against the other by reason of the alleged failure of the other to perform under this Contract, or for the interpretation of any provision thereof, the Party prevailing in said action or proceeding shall be entitled to recover, in addition to its costs, reasonable attorneys' fees (including in-house attorneys' fees) and costs. Such recovery shall include court costs and attorneys' fees (including in-house attorneys' fees) on appeal, if any. As used herein, "the Party prevailing" means the Party in whose favor final judgment is rendered.

11. GOVERNING LAW

The formation, interpretation and performance of this Contract shall be governed by California law, without regard to its principles of conflict of law.

12. ENTIRE AGREEMENT

This Contract, in combination with other SDG&E agreements and tariffs as approved by the Commission constitutes the entire Contract between the Parties.

13. 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.

14. 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.

15. CONTRARY LEGAL OR REGULATORY DETERMINATION

Should the Commission, or any other legal or regulatory body of competent jurisdiction in any material way alter this Contract, then either Party may terminate the Contract anytime thereafter by providing the other Party with a 30 day written notice of said termination that will be implemented on the next normal billing meter read date after such 30 days notice.

16. AGREED:

CUSTOMER

SAN DIEGO GAS & ELECTRIC COMPANY

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____