



San Diego Gas & Electric Company  
San Diego, California

Revised Cal. P.U.C. Sheet No. 18629-E

Canceling \_\_\_\_\_ Cal. P.U.C. Sheet No. \_\_\_\_\_

**SAMPLE FORMS**

Sheet 1

142-1759

CONTRACT FOR INSTALLATION OF ELECTRIC WATT-HOUR DATA PULSES

(10/05)

(See Attached Form)

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N  
N

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Advice Ltr. No. 1732-E

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

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

Date Filed Oct 17, 2005

Effective Nov 16, 2005

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 \_\_\_\_\_