



Southern California Edison
Rosemead, California (U 338-E)

Revised Cal. PUC Sheet No. 27768-E
Cancelling Original Cal. PUC Sheet No. 11145-E

Sheet 1

DEMAND CONTROL-METER CONTACT AGREEMENT
Form 14-324

(To be inserted by utility)
Advice 1489-E
Decision _____

Issued by
John R. Fielder
Senior Vice President

(To be inserted by Cal. PUC)
Date Submitted Sep 29, 2000
Effective Nov 8, 2000
Resolution _____

DEMAND CONTROL - METER CONTACT AGREEMENT

This Agreement is made this _____ day of _____, _____, by and between Southern California Edison Company (SCE), a California Corporation, and _____ (Customer).

Customer desires to install electric load equipment, related devices, and component parts (Equipment) for his load located at _____, California, and has requested that SCE provide a connection between SCE metering facilities and its Equipment to provide Customer with kWh data pulses.

SCE agrees to install the necessary facilities to provide the requested services subject to the following terms and conditions:

1. Customer shall submit a plan describing the Equipment to be installed and a list of Customer's loads to be controlled or cycled.
2. SCE's approval of the Customer's plan for the use of the Equipment shall not be construed as confirming or endorsing the design or effectiveness of the Equipment or the Customer's plan for use of the Equipment for actually reducing demand or energy usage, or as any warranty of the safety, durability or reliability of the Equipment or the plan for its use.
3. Customer shall pay to SCE on demand and prior to installation, SCE's Added Facilities Costs in accordance with Rule 2.H to furnish, install, own and maintain a special isolation relay, any necessary special metering facilities, protective devices and associated wiring connected to SCE's metering facilities, all of which are referred to as Relay System, which will supply data pulses to Customer's Equipment. No circuit for the Customer's use shall be connected directly to SCE's metering potential or current transformers.
4. The special isolation relay will be located within a sealable metering compartment for SCE's exclusive use. The customer's output wires from the Relay System shall be routed to a terminal block furnished and installed by Customer in a junction box external to SCE's sealable section.
5. Customer shall install, own and maintain its Equipment. To protect SCE's metering facilities, the Customer's pulse-receiving circuits shall be fused with a maximum fuse size of one ampere. "Slow-blow" fuses shall not be used. The one ampere fuses shall be located so that the Customer may have access to them when necessary. SCE shall not be responsible for pulse interruptions due to blown fuses, failure, or any other malfunction of Customer's Equipment. The Customer shall provide its own pulse circuit operating voltage not to exceed 125 volts A.C. or D.C. The maximum burden connected to the Relay System shall be 100 voltamperes.
6. SCE reserves the right to change the value of a pulse or the maximum pulse rate when necessitated by repair or replacement of its pulse initiator, watt-hour meter or instrument transformers. The Customer will be responsible for making any necessary changes in its equipment at its own expense to accommodate the new pulse value or pulse rate.
7. If Customer's load or service requirements change to the extent that SCE's metering facilities must be changed, any additional costs to SCE necessary to change the Relay System in order to continue to supply data pulses will be paid to SCE by Customer upon demand.
8. SCE shall have the right to interrupt the supply of data pulses to perform meter tests or maintenance procedures and in doing so assumes no responsibility for the effects on the Customer's operation or Equipment. SCE will make a reasonable effort to notify Customer prior to any scheduled interruption of the pulse circuit.

9. The reliability of the Customer's equipment is entirely the responsibility of the Customer. The interruption of data pulses for any reason to the Customer's Equipment, or the failure or malfunction of the Customer's Equipment shall in no way nullify the validity of SCE's meter readings or recordings for billing purposes.
10. Customer may, with SCE's prior written consent, assign this Agreement if the successor or assignee thereof will agree in writing to assume all Customer obligations hereunder.
11. Customer shall (a) indemnify SCE, its officers, agents and employees against loss, damage, expense and all liability resulting from injury to or death of any person or persons including, but not limited to, employees of SCE or Customer, or damage to property, including, but not limited to property of SCE or Customer, resulting from or arising out of or in any way connected with the installation, inspection, maintenance, testing and use of the Relay System or Equipment and, on SCE's request, defend any suit asserting a claim covered by this indemnity and (b) reimburse SCE for all loss, expenses, including reasonable attorney's fees, incurred in consequence of any claim, demands or causes of action which may be made by or brought against SCE arising out of or in any way connected with the use of the Relay System or Equipment, provided, however, that such indemnification shall not apply where active negligence or intentional acts of SCE, its agents or employees causes or contributes to such loss, damage, expense or liability. The obligation of Customer under this paragraph, accrued or not, then known or unknown, shall not terminate on any termination of this Agreement, but shall be continuing as to any act, occurrence, or omission prior to the termination of this Agreement.
12. SCE will assume no liability for the accuracy of the pulse data provided, except as may be occasioned by the gross negligence of SCE or its employees in the installation, operation, or maintenance of its own Equipment.
13. If at any time, in SCE's sole judgment, the supply of data pulses through the operation of the Relay System becomes detrimental to reliable metering or to SCE's metering practices, SCE shall have the right to disconnect the Relay System from its metering facilities.
14. SCE may terminate this Agreement if alternative metering systems, which do not generate pulses, are adopted by SCE.
15. Except as herein otherwise provided, this Agreement will continue in effect until terminated by either party on thirty days advance written notice to the other party.
16. This Agreement shall be subject to all of SCE's applicable tariff schedules on file with and authorized by the California Public Utilities Commission, and shall at all times be subject to such changes or modifications as the Commission may from time to time direct in the exercise of its jurisdiction.

SOUTHERN CALIFORNIA EDISON COMPANY

 By _____
 Title _____

By _____
 Title _____

Mailing Address

