



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

Revised Cal. PUC Sheet No. 27771-E
Cancelling Original Cal. PUC Sheet No. 23089-E

Sheet 1

INTERVAL METERING AND METERING FACILITIES AGREEMENT
Form 14-655

(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 _____

SOUTHERN CALIFORNIA EDISON COMPANY
INTERVAL METERING AND METERING FACILITIES AGREEMENT

This Interval Metering and Metering Facilities Agreement ("Agreement" or "IMMFA") is entered into between Southern California Edison Company ("SCE"), and _____ ("Customer").

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

1. **Description.** Customer has requested, and does hereby contract with SCE for, the installation of Interval Metering and/or Metering Facilities for use by Customer at specific Customer locations. Such equipment is further described in Exhibit A hereto. Customer acknowledges that SCE, in providing Interval Metering and/or Metering Facilities described herein, shall not be responsible for assuring that these are sufficient to allow Customer to satisfy any obligations it assumes in any contract with an Energy Service Provider (ESP) or other third party or to realize any savings promised, guaranteed, or anticipated under such an arrangement.
2. **Term.** SCE will provide Interval Metering and/or Metering Facilities for Customer's use at the rate and Monthly Charge as described below in paragraph 3. This Agreement shall have a minimum term of one hundred twenty (120) months with said term to commence the date such equipment is installed. This minimum term is referred to hereafter as the "Obligation Period." Billing will start with the next regular billing period following the date of installation of the Interval Metering and/or Metering Facilities.
3. **Monthly Charge.** The customer shall pay to SCE a Monthly Charge equal to ____ times the total Interval Metering and Metering Facilities Investment Amount, as set forth in Rule 2, Section J, and as indicated in Exhibit A. After the Obligation Period, this Agreement may continue from month to month until terminated by either party.
4. **Ownership.** The Interval Metering and/or Metering Facilities listed in Exhibit A shall at all times remain the property of SCE while this Agreement is in effect. SCE may, at any time, replace the original Interval Metering and/or Metering Facilities with new or reconditioned equipment while such equipment remains in SCE's ownership.
5. **Damage to Interval Metering and/or Metering Facilities/Limitation of Liability.** In the event of damage to the Interval Metering or the Metering Facilities, SCE may determine to repair or replace Interval Metering and/or Metering Facilities at no additional charge to Customer, as long as such Customer's applicable maintenance and testing charge payments, as required in section 6.b, are current, and provided the damage is not due to misuse of the equipment by Customer. Customer agrees that SCE shall not be responsible to Customer for any damages under this Agreement including, without limitation, claims for damages based on the performance of the Interval Metering and/or the Metering Facilities, nor shall SCE be liable to Customer for special, indirect, incidental or consequential damages whatsoever whether in contract, tort (including negligence or strict liability) including, but not limited to, loss of revenues or anticipated profits or savings, cost of replacement power, or any costs incurred under a contract with a third party, such as an Energy Service Provider (ESP).
6. **Special Conditions of Service Under this Agreement.**
 - a) Customer shall provide sufficient space to satisfy any and all clearance requirements according to SCE's electrical service requirements with respect to any and all structures and property fixtures now or hereafter erected on Customer's Premises.
 - b) Customer shall be required to pay the maintenance and testing charges as set forth in Schedule CC-DSF, while this Agreement is in effect.
7. **Termination.** This Agreement may be terminated by either Party giving 30 days prior written notice. Upon termination of this Agreement by Customer, SCE shall remove the Interval Metering and/or Metering Facilities and Customer shall pay SCE a Termination Charge equal to SCE's unrecovered investment in the Interval Metering and/or Metering Facilities, as provided in Exhibit B, plus Meter Replacement Charges as set forth in Schedule CC-DSF, if applicable, less

the salvage-value-of such equipment as determined by SCE. At no time will the Termination Charge be less than zero. Customer shall pay all costs incurred to the date of termination including charges for any expenses incurred by SCE for that portion of the Interval Metering and/or Metering Facilities not yet installed and any amount due for maintenance and testing charges.

8. Nonpayment. If the Customer fails to pay any amount due SCE within 30 days of receipt of notice of nonpayment, the customer shall be in default of this Agreement. SCE may terminate this Agreement and Customer shall pay the Termination Charge described in Paragraph 7 in addition to any amount due plus late charges as applicable.
9. Assignment. Customer may assign this Agreement only with SCE's written consent. Such consent will not be unreasonably withheld. Furthermore, such assignment shall be deemed to include, unless otherwise specified therein, all of Customer's rights to any refunds which might become due upon discontinuance of the use of any Interval Metering and/or Metering Facilities. SCE may assign this Agreement, in whole or in part, to an affiliate or subsidiary and also may use third parties, including third party subcontractors to perform all or a portion of its undertaking under this Agreement.
10. Customer acknowledges that this Agreement is fully subject to all terms and conditions contained in Rule 2, Section J, or its successor tariff. Further, this Agreement shall, at all times, be subject to changes or modifications as the California Public Utilities Commission may, from time to time, direct in the exercise of its jurisdiction.
11. Authorized Signatures. In witness whereof, the Parties hereto have caused this Agreement to be signed by their duly authorized representative/agents with the intent to be legally bound. This Agreement is effective as of the last date set forth below.

Customer	Southern California Edison Company
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date Signed: _____	Date Signed: _____
Cust. Account No. _____	

**SOUTHERN CALIFORNIA EDISON COMPANY
INTERVAL METERING AND METERING FACILITIES AGREEMENT
Exhibit A**

Description of Interval Metering and Metering Facilities and Location of Installation

Item No.	Interval Meter Type and/or Metering Facilities Description	Location	Service Account Number
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____
5.	_____	_____	_____

Investment Amount Calculations

Item No.	Interval Metering and/or Metering Facilities Costs	Installation Charges From Schedule CC-DSF	Monthly Capital Related Charge (Total Installed Costs x Rule 2 rate)
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____
5.	_____	_____	_____

Total Monthly Charge: _____

Attach additional pages as necessary

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Exhibit B

Termination Charge Factors

Year¹	Unrecovered Investment
Year 1 through end of Year 1	100%
Year 2 through end of Year 2	96%
Year 3 through end of Year 3	92%
Year 4 through end of Year 4	87%
Year 5 through end of Year 5	81%
Year 6 through end of Year 6	73%
Year 7 through end of Year 7	63%
Year 8 through end of Year 8	52%
Year 9 through end of Year 9	38%
Year 10 through end of Year 10	21%
Year 11 and later	0%

Note 1: As used in this Interval Metering and Metering Facilities Agreement ("Agreement" or "IMMFA"), the year for determining the appropriate Termination Charge Factor is defined as follows: Year 1 is the period from the effective date of the Agreement through the day before the first anniversary of the Agreement's effective date; Year 2 is the period from the first anniversary of the Agreement's effective date through the day before the second anniversary of the Agreement's effective date; and so forth.