



**Electric Sample Form No. 79-961**  
Dual Socket Metering Agreement

Sheet 1

**Please Refer to Attached  
Sample Form**



# DUAL SOCKET METERING AGREEMENT

## DISTRIBUTION

- Customer
- Division ES&S
- Customer Billing
- Capital Accounting
- CRT Metering
- \_\_\_\_\_

## REFERENCES

SA# \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
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THIS DUAL SOCKET METERING AGREEMENT is made by **PACIFIC GAS AND ELECTRIC COMPANY**, a California corporation, (PG&E) and \_\_\_\_\_ (Customer) (individually "Party" and jointly "the Parties").

The installation by PG&E of dual socket metering under this Agreement is pursuant to PG&E's electric tariff rules and rate schedules, of which this Agreement is a part. Customer agrees to abide by the requirements of PG&E's rules and rate schedules including the following terms and conditions:

1. Under this Agreement, PG&E shall perform all work necessary for installation at Customer's site(s) two meter sockets such that the PG&E meter can be installed and operated for purposes of Customer's bundled service and a second customer supplied meter (non-PG&E meter) can be installed in parallel with the PG&E meter to allow Customer access to its usage data (hereinafter "dual socket metering") The dual socket metering installed under this Agreement is located at various northern California locations and listed on Appendix A: "List of Customer Sites" which shall be updated from time-to-time by PG&E as sites are added or removed. Such updates shall not be considered an amendment to this Agreement and will not require the signature of either Party.
2. This Agreement shall be effective on \_\_\_\_\_, and shall continue from month to month unless terminated pursuant to the Parties' rights under this Agreement provided that, each party agrees to use reasonable efforts to give the non-terminating party at least 30 days' prior notice of any such termination.
  - a. If Customer elects Direct Access at any time during the term of this Agreement for any of the sites listed in Appendix A hereto, the Agreement will terminate for those sites effective on the date the customer's service converts to Direct Access. Use of Customer's dual socket metering installed under this Agreement for Direct Access purposes shall be governed by the Direct Access tariffs.
  - b. This Agreement shall be revoked in its entirety and terminated immediately if at any time during the term of the Agreement PG&E receives actual notice that such Agreement is prohibited by regulatory requirement, decision or order.
  - c. If this Agreement or Customer's exercise of it at any time interferes with the operations, practices or service of PG&E to or for any of its Customers, PG&E will immediately revoke this Agreement in whole or in part, or will terminate this Agreement, as is necessary to end such interference.
  - d. If Customer should default in performing any of the terms and conditions herein, or if Customer fails to conform to any new standards imposed by a legal or administrative body having jurisdiction, PG&E shall have the right to terminate this Agreement entirely.

† Information collected on this form is used in accordance with PG&E's Privacy Policy. The Privacy Policy is available at [pge.com/privacy](http://pge.com/privacy).

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- e. PG&E will bill Customer in advance of work performance, using its standard hourly tariffed labor rate, for its costs on a time-and-materials basis, or estimate thereof, for all costs associated with its performance of responsibilities under this Agreement, including labor, materials, shipping and administration costs. The scope of all work to be performed by PG&E under this Agreement will be specified according to Appendix B hereto (Work Performance Agreement). Revocation or termination of the Agreement in whole or in part shall not relieve Provider of any obligation (a) to pay charges incurred prior to such revocation, nor (b) to indemnify PG&E as provided in Section 14 herein. Customer agrees to pay an ownership cost, as specified in PG&E's Electric Rule 2, for all on-site dual socket metering facilities and equipment provided by PG&E hereunder. Customer agrees to pay on all advances or contributions any applicable Income Tax Component of Contributions (ITCC) at the rate set forth in PG&E's Preliminary Statement.
3. Installation of Dual Socket Metering:
    - a. At Customer's request that dual socket metering be installed, PG&E shall configure, and rewire as necessary, Customer's site to allow a second non-PG&E meter to be installed in addition to the PG&E meter. The configuration of the site to accommodate this capability shall be at PG&E's discretion and can include, but not be limited to, use of a dual socket adapter or rewiring of the site and installation of a second socket. If the Customer's panel needs to be modified, Customer shall have the work performed by qualified personnel in accordance with all applicable codes and laws. Except for any panel modification, all work to install dual socket capability, and installation of the non-PG&E meter, shall be done by PG&E. All dual socket metering equipment, except for the non-PG&E meter, will be the property of PG&E. Except for panel modification, neither Customer nor its agents will be permitted to perform any onsite metering work in connection with dual socket metering including installation of the non-PG&E meter, removal of the non-PG&E meter or sealing work.
    - b. The technical specifications of the non-PG&E meter shall be approved by PG&E before purchase by Customer. Once the non-PG&E meter has been approved by PG&E, Customer shall deliver the meter to PG&E prior to installation of dual socket capability.
    - c. All programming of the non-PG&E meter shall be performed by Customer or its agents provided that neither Customer nor its agents may remove the non-PG&E meter nor any PG&E seals at the site.
    - d. Prior to delivery of any non-PG&E meter to PG&E, PG&E will supply customer with a meter number to be affixed to the non-PG&E meter.
  4. Retrieval of data from the non-PG&E meter

It is Customer's sole responsibility to install, provide, maintain and operate the communications infrastructure necessary to retrieve Customer's usage data from the non-PG&E meter. If retrieval requires a telephone line, Customer shall be responsible for the installation and operating costs of the telephone line. Such lines must be installed and in operating order prior to PG&E's installation of the dual socket metering at the Customer's site. Provided the line is operational, PG&E shall complete the connection to the non-PG&E meter.

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5. Maintenance, testing, replacement, and removal of the Non-PG&E meter and dual socket metering

All maintenance, testing, replacement, and removal of the non-PG&E meter and dual socket metering shall be performed by PG&E only at the request of Customer. Operation of telecommunications lines and equipment to allow data retrieval from the non-PG&E meter shall be Customer's sole responsibility. If any meter work or maintenance work at the Customer's request requires remote interrogation or programming of meter, the Customer shall provide PG&E with necessary software, tools and password for accessing meter data.

6. Abandonment or removal of non-PG&E meter

If Customer wishes to terminate this agreement and remove the non-PG&E meter, it must provide PG&E with 30 days-notice. PG&E will remove the non-PG&E meter, at Customer's expense, and return it to Customer in the same condition as when it was removed. If Customer wishes to vacate the premises and transfer ownership of the non-PG&E meter to the new occupant of the site, the new occupant must execute an agreement with PG&E governing use of the meter prior to the change in title. If the new occupant has not executed a suitable agreement with PG&E, Customer agrees that unless Customer has made arrangements with PG&E to remove the non-PG&E meter at Customer's expense, the non-PG&E meter will be deemed abandoned and become the property of PG&E once Customer vacates the site.

7. PG&E shall make a reasonable attempt to provide the services described herein in a timely and expeditious manner. However, PG&E shall not be responsible for any delay in completion of its work resulting from any cause or condition beyond the control of PG&E. PG&E shall have the right to allocate material or labor resources to the construction or maintenance projects which it deems, in its sole discretion, most important to serve the needs of all of its customers. Any delay in service work for the Customer hereunder resulting from such allocation or reallocation of PG&E's resources shall be deemed to be beyond PG&E's control.
8. Customer is solely responsible for providing third-parties access to the non-PG&E meter and for usage of the dam by Customer or by third parties. Such access shall not interfere with PG&E's reading of the PG&E meter for billing purposes. PG&E shall not be liable to Customer for any unauthorized retrieval of or misuse by a third party of data from the non-PG&E meter.
9. PG&E shall at all times during this Agreement continue to carry out all activities lawfully permitted or required under PG&E's tariffs, rules, CPUC regulations and requirements, and PG&E's business practices. Such activities shall include but not be limited to investigations of tampering or suspected energy theft and actions taken during emergencies or in the normal course of business. Customer agrees that PG&E shall not be obligated to perform such activities in any different manner from the way it performs these activities for customers without dual socket metering. Customer acknowledges that such activities by PG&E may affect the ability of Customer or a third-party to obtain data from the non-PG&E meter. Customer agrees that PG&E shall not be liable for any harm, detriment, or damage of any kind to Customer, or any other third party resulting from Customer or any third party being unable to access data from the non-PG&E meter.

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10. This Agreement in no way relieves Customer from performing, nor obligates PG&E to perform construction and operation of Customer's communications network; negotiation or performance of any terms of any agreement between Customer and any third party regarding the frequency and accuracy of any interval usage data to be provided; communication of problems with such data delivery to Customer; or provision of back-up and emergency methods of data delivery to Customer in the event Customer's communications network fails.
11. Regardless of the manner in which the non-PG&E meter shall be attached to property owned by, or under lease to PG&E, the non-PG&E meter shall remain the property of the Customer and title shall remain in Customer. Customer's ownership of the non-PG&E meter shall not ripen into any title, or right in and to any PG&E property or equipment to which the non-PG&E meter is attached. Customer shall not permit any judgment or lien against it to encumber the non-PG&E meter and shall give PG&E immediate notice of any attempt to place a lien on the non-PG&E meter by any third person or party.
12. Customer shall not assign this Agreement to, nor permit the use of the non-PG&E meter by any third party without obtaining the prior express written consent of PG&E.

13. **Limitation of Liability**

Each Party's liability to the other Party for any loss, cost, claim, injury, liability, or expense, including reasonable attorneys' fees, relating to or arising from any act or omission in its performance of this Agreement, shall be limited to the amount of direct damage actually incurred, except as provided for in this Section. In no event shall either Party be liable to the other Party for any indirect, special, consequential, or punitive damages of any kind whatsoever, whether in contract, tort or strict liability, except in the event of an action covered by the Indemnification provisions of Section 14 of this Agreement, in which event this Section 13 shall not be applicable.

14. **Indemnification**

Customer shall indemnify, defend and hold harmless PG&E, its officers, directors, agents, and employees, from and against all claims, demands, losses, damages, costs, expenses, and legal liability connected with or resulting from injury to or death of persons, including but not limited to employees of PG&E, Customer, or either Party's contractors or subcontractors; -injury to property of PG&E, Customer, or any third party, or to natural resources, or violation of any local, state or federal law or regulation, including but not limited to environmental laws or regulations, or strict liability imposed by any law or regulation; arising out of, related to, or in any way connected with Customer's performance of this Agreement, however caused, regardless of any strict liability or negligence of PG&E, whether active or passive, excepting only such claims, demands, losses, damages, costs, expenses, liability or violation of law or regulation as may be caused by the active negligence or willful misconduct of PG&E, its officers, agents, or employees. Customer acknowledges that any claims, demands, losses, damages, costs, expenses, and legal liability that arise out of, result from, or are in any way connected with the release or spill of any legally designated hazardous material or waste as a result of the work performed under this Agreement are expressly within the scope of this indemnity, and that the costs, expenses, and legal liability for environmental investigations, monitoring, containment, abatement, removal, repair, cleanup, restoration, remedial work, penalties, and fines arising from the violation of any local, state, or federal law or regulation, attorney's fees, disbursements, and other response costs are expressly within the scope of this indemnity. Customer shall, on PG&E's request, defend any action, claim



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or suit asserting a claim covered by this indemnity. Customer shall pay all costs that may be incurred by PG&E in enforcing this indemnity, including reasonable attorney's fees.

15. The waiver by either party of any default in performance, or the failure to insist on strict performance, by the other of any covenant or duty herein shall not be construed as a waiver of any preceding or subsequent defaults of the same or other covenant or duty.
16. Each provision in this Agreement shall be considered separate and severable from every other provision herein; if any provision shall be held to be invalid by a court or regulatory or administrative body having jurisdiction, it shall be adjusted rather than voided, if possible, in order to achieve the intent of the parties. In any event, the remaining provisions shall remain in effect and shall in no way be impaired thereby.
17. This Agreement shall be interpreted, governed by and construed in accordance with the laws of the State of California, and shall exclude any choice of law rules that direct the application of the laws of another jurisdiction, irrespective of the place of execution or of the order in which the signatures of the parties are affixed or of the place or places of performance. This Agreement shall at all times be subject to such changes and modifications by the California Public Utilities Commission as said Commission may direct, from time to time, in the exercise of its jurisdiction. Where the terms of this Agreement conflict with PG&E's filed tariffs or rules, PG&E's filed tariffs and rules govern. Except for matters and disputes with respect to which the Commission is the sole proper venue for dispute resolution pursuant to applicable law or this Agreement, the federal and state courts located in San Francisco County, California shall constitute the sole proper venue for resolution of any matter or dispute hereunder, and the Parties submit to the exclusive jurisdiction of such courts with respect to such matters and disputes.
18. If any monetary payment under this Agreement is not received by PG&E when due, such payment shall bear interest from the due date until received by PG&E at the lesser of (a) the rate set forth in PG&E's Electric Rule 7 section (c); or (b) the maximum rate permitted by law. Any change in said interest rate shall become effective on the same date on which a change in PG&E's Electric Rule 7 section (c) becomes effective.
19. This Agreement contains the entire agreement of the parties and cannot be modified or amended in any respect except by a writing executed by PG&E and Customer.
20. Any notice to be given in connection with this Agreement shall be in writing and may be served by personal delivery or be sent by certified mail, or by reputable courier service which provides written evidence of delivery, addressed as specified below, or to such other address as requested by either party in writing, in the manner specified herein. Delivery by facsimile shall not be considered sufficient notice under this Agreement. Notice shall be effective upon actual receipt or upon refusal to accept delivery.
21. PG&E provides the services hereunder as an accommodation to Provider and Customer and no warranty of merchantability of fitness for a particular use shall be implied by this Agreement.



# DUAL SOCKET METERING AGREEMENT

IN WITNESS WHEREOF the parties have executed this Agreement this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

## **PACIFIC GAS AND ELECTRIC COMPANY**

\_\_\_\_\_  
Customer

\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Type/Print Name

\_\_\_\_\_  
Type/Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

### LIST OF ATTACHMENTS

Appendix A: List Of Customer Sites

Appendix B: Agreement to Perform Tariff Schedule Related Work (Form 62-4527)