

SAMPLE FORMS - CONTRACTS
Standard Renewable Gas Interconnector
Measurement Data Access Device Agreement (Form 5504)

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(TO BE INSERTED BY UTILITY)
ADVICE LETTER NO. 5756
DECISION NO. 20-12-031

ISSUED BY
Dan Skopec
Vice President
Regulatory Affairs

(TO BE INSERTED BY CAL. PUC)
SUBMITTED Jan 20, 2021
EFFECTIVE Feb 19, 2021
RESOLUTION NO. _____

INTERCONNECTOR MEASUREMENT DATA ACCESS DEVICE AGREEMENT

This Interconnector Measurement Data Access Device Agreement (“Agreement”), dated and effective as of date of the latest signature set forth below, is entered into by and between _____ (“Utility”) and _____ (“Interconnector”).

Recitals

Whereas, the Utility is, or will soon be, recording the volumes and composition of gas delivered at the Utility’s gas meter located at _____ (“Interconnector’s Facility”) using an electronic pressure and temperature corrective device (“Electronic Measurement Device”) and a gas chromatograph or other gas analyzer (“Gas Quality Measurement Device”), respectively; and

Whereas, the Interconnector can obtain access to temperature and pressure corrected gas delivery data recorded by the Electronic Measurement Device and gas composition data recorded by the Gas Quality Measurement Device by interconnecting to an additional device (“Data Reporting Device”); and

Whereas, at Interconnector’s request, the Utility is willing to allow the Interconnector to connect to the Data Reporting Device at Interconnector’s expense and on terms set forth in this Agreement.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS HEREIN SET FORTH, THE PARTIES AGREE AS FOLLOWS:

1. As a standard component of the Interconnector’s metering facilities, the Utility shall (i) select, engineer, and install the Data Reporting Device as described in Appendix A (unless such selection, engineering, and installation has occurred or will occur pursuant to another agreement between the parties, such as an interconnection agreement, in which case that agreement shall govern such selection, engineering, and installation), and (ii) maintain the Data Reporting Device, in each case, at Interconnector’s Facility. The Data Reporting Device shall be interconnected with the Electronic Measurement Device and the Gas Quality Measurement Device. As set forth in Section 3 hereof, the Interconnector may connect with the Data Reporting Device to access gas delivery and gas composition data.

2. Utility’s estimated cost to select, engineer, and install the Data Reporting Device is \$ _____. A Utility work order must be executed, and Interconnector advance payment received before the Utility will perform the work (if provisions for payment of the estimated cost have not already been made pursuant to an interconnection or other agreement). Prior to termination of this Agreement, the Utility shall submit an invoice to Interconnector for the estimated costs of disconnecting the Interconnector from the Data Reporting Device, which shall be payable by Interconnector within 30 days of the date of such invoice. If, at any time, Utility determines that the actual costs incurred (or to be incurred) by Utility in performing any of the work under this Agreement will exceed or are expected to exceed any previously estimated costs, Utility may invoice Interconnector for the difference between such previously estimated costs and the then-current estimated costs, and Interconnector shall pay the invoice for the additional amount as a condition precedent of Utility continuing work. Upon final determination of the actual costs incurred by Utility in performing any of the work under this Agreement, Utility will perform a true-up of such actual costs compared to the amounts already paid by Interconnector, and will generate an invoice showing the difference, if any. If such actual costs exceed the amount already paid by Interconnector, Interconnector shall pay the amount specified in the invoice within thirty (30) days of receipt of the invoice. If such actual costs are less than the amount already paid by Interconnector, Utility will refund the amount specified in the invoice within thirty (30) days of delivery of the invoice to Interconnector.

3. Upon completion of the installation of the Data Reporting Device and any testing or other procedures deemed necessary by Utility, in its discretion, with respect thereto, Utility will allow the Interconnector, at its expense, to connect to the Data Reporting Device and, in accordance with Interconnector’s selection set forth in Appendix A (which selection must be made by Interconnector on the effective date of this Agreement), access the

temperature and pressure corrected gas delivery data recorded by the Electronic Measurement Device and gas composition data recorded by the Gas Quality Measurement Device.

4. Utility has no responsibility for ensuring when data from the Electronic Measurement Device or the Gas Quality Measurement Device shall be accessible by the Data Reporting Device. Such data is made available solely on an “as available” basis, and such data may not be of billing- ready quality. Utility does not make any representations that such data shall be available regularly or at any particular frequency.

5. NO WARRANTIES. THE UTILITY, NOT BEING THE MANUFACTURER OF THESE DEVICES, MAKES NO REPRESENTATION OR WARRANTY, EITHER EXPRESS OR IMPLIED, AS TO EITHER THE OPERATION OF THE ELECTRONIC MEASUREMENT DEVICE, THE GAS QUALITY MEASUREMENT DEVICE, THE DATA REPORTING DEVICE OR THE MERCHANTABILITY OR FITNESS FOR ANY PURPOSE OF THE ELECTRONIC MEASUREMENT DEVICE, THE GAS QUALITY MEASUREMENT DEVICE, THE DATA REPORTING DEVICE, OR ANY DATA OBTAINED FROM ANY ONE OF THESE DEVICES.

6. To the fullest extent permitted by applicable law and without limiting Interconnector’s indemnification, defense, and hold harmless obligations under any other agreement between the parties, Interconnector shall indemnify, defend and hold harmless the Utility from and against any and all claim or liability of every kind and nature for (i) injury to or death of persons, including without limitation, employees or agents of the Utility or of Interconnector; (ii) damage, destruction or loss, consequential or otherwise, to or of any and all property, real or personal, including without limitation, property of the Utility, Interconnector or any other person; (iii) costs, penalties or fines resulting from the use of data obtained from the Data Reporting Device that results from operational changes initiated by Interconnector or its agents; (iv) violation of local, state or federal laws or regulations; and (v) attorney’s fees and costs, including both retained and in-house attorney’s fees incurred in defending against such claim or liability or enforcing this provision resulting from or in any manner arising out of or in connection with performance of this Agreement, including the indemnity obligations imposed on the Utility by Interconnector, by the local jurisdiction in which any work is performed pursuant to this Agreement or which issues a permit for any part of such work.

7. The parties acknowledge that they have cooperated in the development of this Agreement and it shall not be construed against either party by reason of its preparation.

8. The installation of an Electronic Measurement Device, Gas Quality Measurement Device and/or Data Reporting Device shall not preclude the Utility in its sole discretion, from calculating Interconnector’s gas deliveries or gas quality from a separate measurement device according to its approved practices. Any differences between the gas deliveries or gas composition from the Data Reporting Device and Utility’s determination from either the Electronic Measurement Device or the Gas Quality Measurement Device or a separate measurement device shall be resolved first in favor of the separate measurement device, and then the Electronic Measurement Device or Gas Quality Measurement Device.

9. This Agreement shall remain in effect from the date hereof, unless terminated by either party upon 30 days prior written notice. Upon termination, the interconnection to the Data Reporting Device shall be severed without further notice or obligation. Notwithstanding the termination of this Agreement, the rights and obligations of each party, which contain or refer to subject matter which relates to time periods subsequent to the termination of this Agreement, shall survive, including the obligations to make payments, as well as Sections 5 and 6 shall survive termination.

10. Any notice, demand, or request required or authorized in connection with this Agreement shall be deemed properly and duly given when delivered in person, delivered by recognized national courier service, or sent by first class mail, postage prepaid, to the person specified below:

If to Interconnector: [Contact Information To Be Supplied]

Mailing Address:

If to Utility: [Contact Information To Be Supplied]

Mailing Address:

In addition to the notice specified above, notice may also be provided by telephone, facsimile or e-mail to the telephone numbers and e-mail addresses set out below, but must be immediately followed up by a written notice delivered pursuant to the first paragraph of this Section:

If to Interconnector: [Contact Information To Be Supplied]

Telephone Numbers:

Facsimile:

Email Address:

If to Utility: [Contact Information To Be Supplied]

Telephone Numbers:

Facsimile:

Email Address:

Either Party may change the notice information in this Section 10 by giving Notice within five (5) business days prior to the effective date of the change.

11. This Agreement shall be governed by and construed under the laws of the state of California, without reference to any principles on conflicts of laws. In the event of any litigation to enforce or interpret any terms of this Agreement, the parties agree that such action will be brought in the Superior Court of the County of []¹, California (or, if the federal courts have exclusive jurisdiction over the subject matter of the dispute, in the U.S. District Court for the []² District of California), and the Parties hereby submit to the exclusive jurisdiction of such courts.

12. This Agreement sets forth the entire understanding of the parties and supersedes any prior discussion or understanding on the matters covered hereby, whether written or oral. This Agreement shall only be modified or amended by an instrument in writing executed by both parties and shall not be modified by any course of performance or usage of trade. No waiver of any right under this Agreement shall be deemed a subsequent waiver of the same right or any other right. To be effective, any waiver of the provisions hereof shall be in writing. Neither party may assign (by operation of law or otherwise) any of its rights or obligations hereunder without the prior written consent of the other party. If any provision of this Agreement or the application thereof to any person, place, or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable, or void, the remainder of the Agreement and such provisions as applied to other persons, places, and circumstances shall remain in full force and effect.

¹ For PG&E, insert "San Francisco." For Southwest Gas, insert "San Bernardino." For SDG&E, insert "San Diego." For SoCalGas, insert "Los Angeles."

² For PG&E, insert "Northern." For Southwest Gas, insert "Central." For SDG&E, insert "Southern." For SoCalGas, insert "Central."

IN WITNESS WHEREOF, this Agreement has been executed in duplicate originals by the duly authorized representatives of the parties.

ACCEPTED AND AGREED TO AS OF THE LATEST SIGNATURE DATE HEREOF:

	Interconnector	Utility
Name:		
Title:		
Signature:		
Date:		

APPENDIX A
INTERCONNECTOR DATA ACCESS OPTIONS

[Utility to specify options at the time this Agreement is executed.]

TABLE A: AVAILABLE DATA

Current Temperature (degrees F)	C6+
Current Static Pressure (psia)	Propane
Current Differential Pressure (psia)	I-butane
Current Flow Rate (Mcf/h)	N-butane
Current Energy Rate (MMBtu/h)	Neo C5
Accumulated Volume (Mcf)	I-pentane
Energy content dry (Btu/cf)	N-pentane
Specific Gravity	Nitrogen
Methane Number (if applicable)	Methane
Gas Chromatograph Failure Alarm	CO2
Odorizer Failure Alarm	Ethane
Total Odorant Injected (lbs.)	O2*
Odorant Injection Rate* (lbs./MMcf)	H2S Alarm*
Moisture* (lbs. water/MMcf)	

* Limited availability