



Electric Sample Form No. 79-1105

Sheet 1

Agreement for Unmetered Electric Service to Seasonal Lighting Loads Connected to Festoon Outlets
on
Pacific Gas and Electric Company's Street Light Facilities

**Please Refer to Attached
Sample Form**



DISTRIBUTION:

REFERENCE:

- XXXX
- XXXX
- XXXX
- XXXX
- _____

AGREEMENT FOR UNMETERED ELECTRIC SERVICE TO SEASONAL LIGHTING LOADS CONNECTED TO FESTOON OUTLETS ON PACIFIC GAS AND ELECTRIC COMPANY'S STREET LIGHT FACILITIES

This Agreement for Unmetered Electric Service to Seasonal Lighting Loads Connected to Festoon Outlets on Pacific Gas and Electric Company's Street Light Facilities (Agreement)

between

(Customer) and Pacific Gas and Electric Company (the Company) is to establish and govern the provisions of unmetered electric service provided by the Company at the locations reported for seasonal decorative equipment connected to street light facilities through festoon outlets.

- A. WHEREAS, such seasonal decorative equipment will be owned, operated and/or maintained by Customer; and
- B. WHEREAS, the Company historically owns, operates and maintains street light circuits with existing festoon receptacles designed to allow seasonal decorative lighting to be attached and energized; and
- C. WHEREAS, Customer intends to energize such equipment by connecting to Company-owned street light facilities through festoon outlet receptacles located a minimum of nine (9) feet above grade at the base of the pole or post; and
- D. WHEREAS, in the Company's opinion, it would be impractical to install electric meters at the requested locations and for such equipment installed subject to this Agreement; and
- E. WHEREAS, the consumption of electricity at such locations and for such equipment can be reasonably determined from Manufacturer's specifications and operating characteristics of the Customer where the load is controlled by a timer (where timer is not accessible by pedestrians) or is 24 hour constant and of one hundred fifty (150) watts or less rated load on any one street light; and
- F. WHEREAS, pursuant to the Company's Electric Preliminary Statement Part A.6.a, Customer and the Company agree that, in lieu of installing meters at each location, the Company shall provide unmetered electric service for Customer's equipment in accordance with the following terms and conditions.

NOW, THEREFORE, in consideration of the terms, and covenants contained herein, Customer and Company hereby agree as follows:

1. Customer's equipment that is the subject of this Agreement is identified in the data sheets set forth in Attachment A (Equipment). The Equipment will be installed by Customer on the facilities described in Recital Paragraph C above with an energy connection on the Company-owned street light circuit. Each location will be grouped in a specific account, separate from the street light account, identified by either the city or unincorporated county where the Equipment is located for proper billing and accounting. The energy account will be billed on the Company's regular monthly billing cycle for unmetered loads. Billing of fixed usage shall be at the amount indicated in Paragraphs

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



Agreement for Unmetered Electric Service to Seasonal Lighting Loads Connected to Festoon Outlets on Pacific Gas and Electric Company's Street Light Facilities*

2. Energy use for each piece of Equipment will be billed on Schedule A-1 or B-1 - Small General Service with an appropriate single customer charge for each grouped account. The method of determining the electric usage for such Equipment shall be as follows:
 - a) Where Equipment is controlled by a timer, Customer shall provide the timer and shall provide the Company with timer setting details, and detailed manufacturer's specifications. Any such timer must be acceptable to the Company, must be rated for outdoor use, and must have a single on and off setting per day. The daily operating interval (the time between the on and off settings) must be in whole hour increments, or will be rounded to the next higher whole hour increment for purposes of calculating energy used for billing purposes. Billing will be based on the Equipment load and the operating interval selected by the Customer.
 - b) Where Equipment is not controlled by a timer, the Equipment will be billed on a 24-hour basis.
 - c) Customer shall provide Company with the Manufacturer's documentation on Equipment rating, and other information necessary for the Company to determine applicability of this Agreement prior to installation of Equipment. Attachment A documents the specific Equipment and manufacturer and model number of the timers used to control Equipment, and will be used to record operating interval determined by the Customer and the kilowatt hours (kWh) to be billed for each Equipment type.
3. The energy charge is based on the monthly kWh calculated from the documentation provided by the customer based on Equipment rating multiplied by either 731 hours per month (for 24-hour continuous usage) under paragraph 2b, above; or, by the number of hours calculated on Attachment A based on the operating interval selected by the Customer (for timer controlled usage) under paragraph 2a, above. The charge shall also include all other associated charges under the applicable rate schedule.
4. Pursuant to Section D of the Company's electric Rule 3, Customer shall furnish the Company with information, in a format acceptable to the Company, which verifies the number and location of all Equipment at each service location and reflecting the net result of any installations and removals. The information to be reported is described in Attachment B. The information shall be provided prior to installation of equipment; removals shall be reported when completed. Any changes to the daily operating interval (timer settings as described in paragraph 2a, above) must be reported in advance.
5. If it is determined by the Company that electrical load is connected that has not been accurately reported to the Company by Customer, such load will be billed in accordance with electric Rules 17, 17.1, and 17.2 as applicable, and Customer shall pay the otherwise full applicable tariff charges for such electrical load, calculated in accordance with Paragraph 3, above. The Company reserves the right to field or bench test Equipment to verify the inputs described in documentation provided in Paragraph 2, above. Customer shall be financially responsible for any damage to Company facilities that results from a failure to accurately report Customer's loads and operating time intervals.



Agreement for Unmetered Electric Service to Seasonal Lighting Loads Connected to Festoon Outlets on Pacific Gas and Electric Company's Street Light Facilities*

6. Auditing may be conducted at the Company's sole discretion. Auditing may commence at any time. The audit will be conducted by the Company or by an independent auditor selected by the Company. The cost of the audit shall be at the sole expense of the Customer. Customer will provide a complete and accurate inventory and other information as required in Paragraph 4 and in Attachment B. Customer shall provide access to the Equipment and provide assistance to the Company and its auditor to accomplish the audit, including, without limitation, identifying, locating and accessing the Equipment. The Company shall have the right to collect all costs associated with any additional work, including but not limited to, field verification or auditing of devices, bench testing, field amp or load reads and calculations of loads , that would otherwise not be incurred in serving metered facilities.
7. Neither this Agreement nor conditions of electric service hereunder shall constitute permission or authorization for any use or occupation of the facilities of the Company or any third party by Customer. Prior to any attachment to Company-owned distribution poles, dedicated street light poles or connection of Equipment to Company owned street light facilities a license agreement with the Company will be required. Such license agreement shall remain a condition of service hereunder. It shall be sole responsibility and obligation of Customer to secure any rights or permission that may be necessary for the placement and use of Customer's Equipment on or over private property or the public right of way.
8. Except as specifically provided otherwise herein, service furnished in accordance with this Agreement shall be subject to Company's applicable tariffs on file with the California Public Utilities Commission (Commission). This Agreement shall at times be subject to changes or modification by the Commission as said Commission may, from time to time, direct in the exercise of its jurisdiction.
9. The Equipment subject to this Agreement shall be installed, maintained and operated at all times in accordance with all Company design standards and requirements and with all applicable laws, rules and regulations by any governmental authority with jurisdiction, including Commission's General Order 95 (collectively "Laws"). Customer shall be responsible to correct all identified violations of Laws and all identified deviations from Company design standards or requirements. Where the Company makes corrections, Customer shall be responsible for all costs for the Company to remedy any notices of violation or infractions imposed on the Company as a result of the Customer's installation or operation of the Equipment, including, without limitation, any infractions under the Commission's General Order 95. Except when otherwise required by the Laws or in the event that the Company determines that the violation, deviation or infraction caused by the Equipment poses a threat to the public or utility worker(s) or that the installed Equipment adversely impacts service reliability, asset life or the safe operation of Company facilities, prior to the Company remedying such violation, deviation or infraction, the Company will give the Customer written notice and the opportunity to remedy the same. If the Customer fails to correct the violation, deviation or infraction within thirty (30) days of such notice, the Company may, but shall not be obligated to, remedy such violation, deviation or infraction.



Agreement for Unmetered Electric Service to Seasonal Lighting Loads Connected to Festoon Outlets on Pacific Gas and Electric Company's Street Light Facilities*

10. Where the Company determines that the Equipment loads require changes to Company's serving facilities, or where rearrangements are required as a result of the added loads, all such modifications must be performed prior to connection of the Equipment and Customer shall be responsible for all costs associated with the work. Customer shall be financially responsible for any damage to Company facilities resulting from Equipment loads added prior to completion of any required work. Either the Company or Customer may determine that facility modifications are not practical or cost effective for specific locations, in which case service will be provided under Company's approved Tariffs and either an Agreement for Unmetered Electrical Service, Form 79-972, or metering may be required.
11. This Agreement shall remain in effect until terminated. This Agreement may be terminated upon forty-five (45) days prior written notice: a) by either party, which shall result in termination of service; or b) by Company upon Customer's default of any of the stated terms, agreements, covenants, conditions and provisions of this Agreement, the license agreement for such equipment or non-conformance with Company's other applicable tariffs. Any notice for termination of this Agreement for default shall specify the nature of the default. Customer may utilize the forty-five (45) days from issuance of such notice to cure the specified default (or in the event of a default which requires in excess of forty-five (45) days to cure, such additional time as is approved in writing by the Company). Timely cure of a specified default will avoid termination for that default. Customer expressly acknowledges that the Company shall not be liable for any costs, expenses, damages, claims or the like caused by or arising out of the Company's termination of this Agreement, including but not limited to any rearrangement, relocation, removal or disconnection expenses. Company may continue to provide service to Customer's Equipment provided that a) a subsequent executed superseding agreement governing the terms of unmetered service has gone into effect prior to the termination of this Agreement; or b) a meter has been installed and the service has been transferred to metered status.
12. The Company may at a later date, upon ninety (90) days prior written notice, require metering of new, existing, additional, rearranged or relocated equipment that would otherwise register on its metering devices with then available practical technology, and decline to provide or continue providing unmetered service.
13. Nothing in this Agreement shall preclude the Company from requesting authority from the Commission to implement an electric tariff for unmetered service. If an unmetered electric service tariff is approved for the Company, it shall apply to Customer's installations under this Agreement.
14. The Company is authorized to modify the form of Attachment A and B at its sole discretion and at any time require additional reasonable information from Customer for the purpose of this Agreement, including without limitation, accurate data concerning equipment, maintaining accurate records, and promoting accurate and efficient billing.
15. All notices required herein shall be given in writing and delivered personally by United States Postal Service, or other nationally recognized courier service, to the appropriate address below. Addresses may be changed by the Company or Customer as business needs change.



Agreement for Unmetered Electric Service to Seasonal Lighting Loads Connected to Festoon Outlets on Pacific Gas and Electric Company's Street Light Facilities*

Customer: _____ Pacific Gas and Electric Company
 Address: _____ Billing Revenue & Records
 _____ P.O. Box 8239
 _____ Stockton, CA 95208
 Attn: _____ Attn. Unmetered Electric Usage

Customer's bill shall be mailed to the address listed below.

Billing Name: _____
 Address: _____

 Attn: _____

- 16. The waiver by either Party of any default in the performance, or failure to insist on strict performance by the other, or any covenant or condition contained herein shall not be construed to be a waiver of any preceding or subsequent default of the same or any other covenant contained herein.
- 17. If Customer acquires additional Equipment (connected by another Customer under the provisions of an identical Agreement) through merger, purchase, or other forms of acquisition, all such acquired Equipment shall become subject to this Agreement, and billing will be adjusted as required by this Agreement. Customer must provide the information necessary to complete new Attachment A(s), if such additional unmetered facilities have not previously been identified to the Company. Customer must also provide the information required to complete new or modify existing Attachment B(s) as specified in Paragraph 4. If Customer is acquired by a third party, assignment of this Agreement shall be subject to the provisions of Paragraph 18.
- 18. Customer may, with the Company's written consent, assign this Agreement if the assignee agrees in writing to perform all of Customer's obligations hereunder. Such assignment will be deemed to include, unless otherwise specified therein, all of the Customer's rights to any refunds which might become due upon discontinuance of service contracted. Customer remains responsible for all obligations under this Agreement up to the effective date of the assignment. In lieu of an assignment, the Customer's successor in interest may retrofit the Equipment for metering under Company's existing tariffs.
- 19. Upon termination of this Agreement, Customer shall promptly disconnect Customer's Equipment from the street light facilities. Customer remains responsible for payment of energy and customer charges under this Agreement until Equipment is disconnected.



Agreement for Unmetered Electric Service to Seasonal Lighting Loads Connected to Festoon Outlets on Pacific Gas and Electric Company's Street Light Facilities*

- 20. Customer shall indemnify and hold harmless Company, its officers, agents and employees, against all loss, damage, expense and liability resulting from injury to or death of any person, including but not limited to employees of Company, Customer or any third party, or from loss, destruction or damage to property, including but not limited to property of Company, Customer, or any third party, arising out of or in any way connected with the performance of this Agreement, however caused, except to the extent caused by the active negligence or willful misconduct of Company, its officers, agents and employees. Customer will, on Company's request, defend any suit asserting a claim covered by this indemnity. Customer will pay all costs that may be incurred by Company in enforcing this indemnity, including reasonable attorneys' fees.
- 21. PG&E will exercise reasonable diligence and care to furnish and deliver a continuous and sufficient supply of electric energy to the Customer, but does not guarantee continuity or sufficiency of supply. PG&E will not be liable for interruption or shortage or insufficiency of supply, or any loss or damage of any kind of character occasioned thereby if same is caused by inevitable accident, act of God, fire, strikes, riots, war, or any other cause except that arising from its failure to exercise reasonable diligence.
- 22. This Agreement shall supersede existing letters of understanding, agreements and contracts, whether verbal or written, for the provision of unmetered services to the Equipment.

APPROVED:

This agreement is effective when accepted and executed by PG&E.

PACIFIC GAS AND ELECTRIC COMPANY

Customer/Company

Authorized by (Print)

Signature

Title

Date

Authorized by (Print)

Signature

Title

Date



DISTRIBUTION:

- Customer
- Divisions
- GO Svc Planning
- Billing Revenue and Records

Date Of Agreement: _____

Date of this Attachment: _____

ATTACHMENT A TO AGREEMENT FOR UNMETERED ELECTRIC SERVICE TO SEASONAL LIGHTING LOADS CONNECTED TO FESTOON OUTLET ON PACIFIC GAS AND ELECTRIC COMPANY'S STREET LIGHT FACILITIES

Applicant: _____
 Address: _____
 Billing Name: _____
 Billing Address: _____
(if different from mailing)

Equipment billing information (to be completed by Pacific Gas and Electric Company)

Manufacture/Model or Description: _____
 Equipment Type*/Load Connected: _____
 Timer Manufacture/Model or Description: _____
 Timed Operating Interval (Hours/Day) _____ (round to next whole hour per agreement paragraph 2a)
**Use only one Attachment A per Equipment type*

Basic calculation for monthly kilowatt-hour (kWh) rounded to the nearest whole kWh for billing
 ((Nominal voltage x Amps) / 1000) x hours of operations
 Use 731 hours for 24 hour load, or 30.45 times operating interval hours for timer controlled load
Adjust Amps as needed when Average Documented Consumption is used in place of full rated amps for proper kWh billing

Rate Schedule	Nominal Volts	Amps	Operating Hours	kWh/Month Billing
A-1 or B-1			731	0

Applicant must provide the following:

- Equipment model, type and unit identification number.
- Equipment input rating in amps.
- Description of timer, if any, which controls hours of equipment operation, and any other information deemed necessary by Pacific Gas and Electric Company to accurately establish billing amounts.

Additional documentation and attachments as required by Pacific Gas and Electric Company:

- Pursuant to paragraphs 2a and 4 of the Agreement, for billing reporting, information required includes, but is not limited to:
 - Equipment location (e.g. Street light number, GPS coordinate or other acceptable identification).
 - Notification of tax exemption which apply to the provisions of service under this Agreement.

Provide the following when requesting service through PG&E local office

- A copy of the Agreement and Attachment for Unmetered Services.
- Necessary information to complete a Electric Rule 3 request for service if required.

