



Electric Sample Form No. 79-972
Agreement for Unmetered Electrical Service

Sheet 1

**Please Refer to Attached
Sample Form**



AGREEMENT FOR UNMETERED ELECTRICAL SERVICE

DISTRIBUTION

- Customer
- Division,
- Records Processing

REFERENCES

PM#: _____
 BD#: _____
 SA#: _____

This 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 equipment described in the attachments to this Agreement and billing data reported monthly or annually as required by this Agreement and subject to review by the Company for unmetered status.

WHEREAS, in the Company's opinion, it would be impractical to install electric meters at the requested locations and for equipment installed subject to this Agreement; and

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 11 hour photo controlled or 24 hour constant and of *one hundred fifty (150) watts or less rated or average consumption* on any one service connection point; and

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 as provided herein.

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

1. Customer's equipment that is the subject of this Agreement, are identified in the data sheets set forth in Attachment A (Equipment). Each location will be considered a separate account and billed on the Company's regular monthly billing cycle for the applicable area. Each location will be evaluated for unmetered service separate from any other location. Billing of fixed usage will be done under the rate schedule indicated on Attachment A. Billing will be based on the methodology described in paragraph 3, below. This Agreement is for Equipment directly connected to the Company's distribution system, and is not available for equipment connected via a third party service, third party equipment, or through photo control adapters attached to Company-owned or third-party-owned street light facilities.
2. Each individual piece of Equipment shall constitute a separate unit for purposes of this Agreement. The method of determining the electric usage for each unit shall be as follows:
 - a) Where a unit is controlled by a photo control, any such photo control must meet ANSI Standard C136.10, turn on value 1.0 foot candles and turn off value of 1.5 foot candles. Usage must be equal to or less than 150 watts rated or average consumption. It will be billed at 11 hours of photo controlled operating time per day.
 - b) Where a unit is not photo controlled, the unit will be billed on a 24-hour basis. Usage must be equal to or less than 150 watts rated or average consumption.
 - c) Customer shall provide the Company all of the information necessary to complete Attachment A, including without limitation, the description of the equipment model, type, unit and load, prior to the installation of any Equipment. To facilitate completion of Attachment A, third party testing results or metered results are required where Customer has no manufacturer data. Information to verify the number and location of all Equipment at each service location shall be reported as described in Attachment B.

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

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3. The monthly energy charge will be based on Equipment identified in Attachment A and the calculated kilowatt hours (kWh) applied to all locations for that equipment from the documented average consumption or rated input (not to exceed 150 watts) multiplied by either a) 731 hours per month (for 24-hour continuous usage) under paragraph 2b, above; or b) 335 hours per month (for photo controlled usage) under paragraph 2a, above. The monthly charge shall also include all other charges under the General Services rate schedule A-1 or B-1, including the single customer charge per location.
4. Pursuant to Section D of the Company's Electric Rule 3, Customer will promptly furnish the Company with notice of any changes in the connected or rated electrical loads or operating characteristics of such load for Equipment and each location for which service is provided under this Agreement, Attachment A shall be revised for the Equipment in question. As required in paragraph 6, Customers shall furnish the Company with information with a frequency and in a format acceptable to the Company, verifying and reconciling the Equipment at each service location, current installs and removals for the month or annually, including changes in Model or type of equipment. Any changes relating to the Model or type shall be reported as described in Attachment A. Any changes relating to the number or location of any Equipment and reflecting the net result of any installations or removals shall be reported as described in Attachment B. If it is determined 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 applicable charges for this electrical load, calculated in accordance with paragraphs 2 and 3, above. The Company reserves the right to field or bench test Customer's Equipment to verify the full rated input or average consumption. The Company reserves the right to review calibration records of Customer's test equipment used to provide measured load for previously existing legacy units. For load with photo controls, if photo control is discovered to be malfunctioning, billing will be based on 24-hour continuous load until such time it has been demonstrated to the Company's satisfaction that the control has been made operable.
5. Auditing will be conducted at the Company's sole discretion. Customer will provide a complete and accurate inventory and other information as required in paragraph 4 and in Attachment A and Attachment B. Customer shall provide access to Equipment and provide assistance to the Company as necessary to complete the audit. The Company shall have the right to collect the costs of the additional field verification work that would otherwise not be incurred in serving metered facilities.
6. As provided for in the Company's Electric Rule 11, Section A.1, billing will continue until such time that Customer informs the Company with 2 days prior written notice to: a) terminate billing; and b) as a condition of this Agreement, to make proper notification for scheduling the Company to de-energize Customer's Equipment.
7. Only duly authorized employees or agents of the Company may connect Customer's electrical loads to, or disconnect the same from, the Company's electric distribution facilities.
8. Neither this Agreement nor conditions of electric service hereunder shall constitute permission or authorization for any use or occupation of the Company's facilities or facilities of any third party by Customer. 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 private property or within the public right of way.
9. Service furnished in accordance with this Agreement shall in all respects be subject to Company's applicable tariffs on file with the California Public Utilities Commission and shall at times be subject to such changes or modifications by the California Public Utilities Commission as said Commission may, from time to time, direct in the exercise of its jurisdiction.



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- 10. Customer's Equipment shall be installed, maintained and operated at all times in accordance with all applicable laws, rules and regulations by any governmental authority with jurisdiction, including Commission's General Order 95. Customer will inform the Company as to the state, county, or local government authority with jurisdiction to approve installation of facilities to be energized, obtain proper inspection clearance or other approvals as required, and provide evidence of clearance to the Company. Where no state, county or local government authority has jurisdiction over Customer's installation, Customer will inform the Company of that fact and will provide the Company with a letter from Customer's qualified electrical engineer or engineering consultant authorizing Company to energize service to Customer's Equipment and indicating compliance with Customer's design criteria.
- 11. This Agreement may be cancelled by either party on thirty (30) days prior written notice to the other party, which shall result in termination of service, unless: 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, 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 unmetered service.
- 13. Nothing in this Agreement shall preclude the Company from requesting authority from the California Public Utilities 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. If Customer acquires additional unmetered facilities through merger, purchase, or other forms of acquisition, all such acquired unmetered facilities 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. If Customer is acquired by a third party, assignment of this Agreement shall be subject to the provisions of paragraph 20.
- 15. The Company is authorized to revise the form of Attachment A and Attachment B at its sole discretion and at any time require additional 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.
- 16. 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.

Customer:	_____	Pacific Gas and Electric Company
Address:	_____	Billing Revenue & Records
	_____	P.O. Box 8329
	_____	Stockton, CA 95208
Attn:	_____	Attn. Unmetered Electric Usage



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17. Customer's bill shall be mailed to the address listed below and in Attachment A.

Billing Name: _____

Address: _____

Attn: _____

18. 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.

19. 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.

APPROVED:

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

_____	PACIFIC GAS AND ELECTRIC COMPANY
Customer/Company	_____
_____	_____
Authorized by (Print)	Authorized by (Print)
_____	_____
Signature	Signature
_____	_____
Title	Title
_____	_____
Date	Date