



---

**Electric Sample Form No. 79-1048** Sheet 1  
Agreement for Unmetered Low Wattage Equipment Connected to Customer-Owned Street Light  
Facilities

**Please Refer to Attached  
Sample Form**

- Customer
- Division,
- Records Processing (Original)

PM#: \_\_\_\_\_  
BD#: \_\_\_\_\_  
SA#: \_\_\_\_\_

# AGREEMENT FOR UNMETERED LOW WATTAGE EQUIPMENT CONNECTED TO CUSTOMER-OWNED STREET LIGHT FACILITIES

This Agreement for Unmetered Low Wattage Equipment Connected to Customer-Owned Street Light Facilities (“Agreement”) between (the “Customer”) and Pacific Gas and Electric Company (the “Company”) is to establish and govern the provisions of unmetered electric service provided by the Company for such low wattage equipment described in the Attachment A to this Agreement.

- A. WHEREAS, such low wattage equipment will be owned operated and/or maintained either by Customer or by a third party acting on Customer’s behalf or by third party having a business relationship with the Customer; and
- B. WHEREAS, Customer intends to attach and energize such equipment to Customer-Owned street light facilities at various locations in its jurisdiction and within the Company’s service territory, with the exception of Series street light circuits served above 480 volts; and
- C. 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
- D. 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 24 hour constant and of one hundred fifty (150) watts or less rated or average consumption on any one street light circuit; and
- E. 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 use of the street light facilities and the equipment that is the subject of this Agreement are identified in the data sheets set forth in Attachment A (the “Equipment”). The Equipment will be installed by Customer on Customer-owned street light facilities with an energy connection on the Customer-owned street light or circuit wire. 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 Paragraph 2.
- 2. Each piece of Equipment will be billed on Schedule A-1 or B-1- Small General Service with an appropriate single customer charge for the grouped account.
  - a. Customer shall provide the Company with the Manufacturer’s documentation on Equipment rating, documented average consumption and other information necessary to for Company to determine applicability to this Agreement prior to

## **Agreement for Unmetered Low Wattage Equipment Connected to Customer-Owned Street Light Facilities**

installation of Equipment. Attachment A documents the specific Equipment and the kilowatt hours (kWh) to be billed at each location.

3. The Energy charge is based on the monthly kWh calculated from the documentation provided by the customer based on watt rating, multiplied by 731 hours per month (for 24-hour continuous usage).
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 initially ten (10) days after the first month of installations and on the first business day of January, April, July and October thereafter. Each piece of Equipment shall be marked with its own identifying number or code acceptable for input into Company's billing system. Equipment ownership shall be identifiable from the ground for auditing purposes. The Company may require that Customer, at the Customer's sole expense, affix or install a Radio Frequency Identification Device (RFID), specified or provided by the Company, for inventory verification purposes.
5. 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 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.a, above.
6. Auditing may be conducted at the Company's sole discretion. Auditing may commence following the first anniversary of the effective date of this Agreement (as defined below). The audit will be conducted 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 reads, calculations of loads not required with meter reads, that would otherwise not be incurred in serving metered facilities.
7. Customer acknowledges that in the event that Customer arranges for a third party to manage the energy bill payment for this Agreement or authorizes the attachment of the Equipment owned or maintained by a third party, Customer remains ultimately responsible for energy payment and other conditions of this Agreement as the owner of the unmetered street light or street light circuit providing power to the unmetered Equipment connected under this Agreement. The absence of a meter does not relieve this responsibility for energy connections on the Customer's unmetered street light or street light circuit. In addition, Customer acknowledges that any interruptions in service caused by operation of the Customer's street light or street light circuit are not the responsibility of the Company. Under the Company's Approved Tariffs, Company is responsible up to the Service Delivery point for the Customer's street light system.

## **Agreement for Unmetered Low Wattage Equipment Connected to Customer-Owned Street Light 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.
9. 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.
10. The Equipment subject to this Agreement shall be installed, maintained and operated at all times in accordance with all applicable laws, rules and regulations of 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.
11. 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.
12. 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 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



# Agreement for Unmetered Low Wattage Equipment Connected to Customer-Owned Street Light Facilities

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

- 13. 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.
- 14. 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.
- 15. 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.
- 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: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Attention: \_\_\_\_\_

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

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

Billing Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 \_\_\_\_\_  
 Attention: \_\_\_\_\_

- 17. 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.
- 18. Customer may, with the Company's written consent, assign this Agreement if the assignee 1) acquires all of Customer's interest in the Equipment and the associated street light facilities; and 2) agrees in writing to perform Customer's obligations. Such assignment will be deemed to include, unless otherwise specified therein, all of the



# Agreement for Unmetered Low Wattage Equipment Connected to Customer-Owned Street Light Facilities

Customer's rights to any refunds which might become due upon discontinuance of service contracted. Customer remains liable for any charges until such time this Agreement is terminated or assigned.

- 19. Upon termination of this Agreement, Customer shall promptly remove or disconnect its Equipment from the street light facilities. Should Customer fail to disconnect or remove its Equipment from the streetlight facilities within one hundred and twenty (120) days of the termination date, the Company shall have the right to bill for energy to such Equipment in accordance with electric Rules 17, 17.1, and 17.2 as applicable, and Customer shall pay the standard applicable charges for such electrical load, calculated in accordance with Paragraphs 2 and 3, above. Continued energy use beyond the termination date is a violation of Company's tariffs as approved by the Commission.
- 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. 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.

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