



ELECTRIC SAMPLE FORM 79-1159
ELECTRIC VEHICLE SUBMETERING PILOT (PHASE 1)
CUSTOMER ENROLLMENT AGREEMENT

Sheet 1

**Please Refer to Attached
Sample Form**

ELECTRIC VEHICLE SUBMETERING PILOT (PHASE 1) CUSTOMER ENROLLMENT AGREEMENT

I. Customer Enrollment Agreement - Electric Vehicle Submetering Pilot (Phase 1)

TERMS AND CONDITIONS

This Participation Agreement (“Agreement”), effective upon the date a Customer Enrollment Agreement is submitted, is entered into between Pacific Gas and Electric Company (“PG&E”), a California corporation, with principal offices located at 300 Lakeside Drive, Oakland, CA 94612, and customers that receive electric service from PG&E (hereafter, “Participant,” “Customer,” or “you”). PG&E and Participant are referred to jointly as “Parties.”

A. PURPOSE AND OVERVIEW OF THE PHASE 1 PILOT

PG&E is conducting a temporary Plug-in Electric Vehicle (EV) Submeter Pilot. To participate in Phase 1 of the Pilot, Customers must read and agree to the terms and conditions of this Agreement and be eligible for an applicable separately-metered EV Rate. The customer enrollment process is described in the Customer Enrollment Agreement.

The applicable EV Rates require a separate meter to measure only the energy used to charge electric vehicles, which will be charged at a different rate than the rest of your residence or business. For this Pilot, the separate meter must be a submeter owned by the Customer or by a third party. This Pilot is available to eligible customers within all of PG&E’s service districts and limited to 500 submeters on a first-come, first-served basis. Customers on a Net Energy Metering (NEM) rate are eligible but will be limited to 20% of the participation cap.

As a Participant in this Pilot, you agree to install an eligible Customer- or third party-owned submeter that meets the California Public Utilities Commission (CPUC)--approved Standards for Metering Products (accuracy and intervals) for the exclusive use of tracking the energy used to charge your electric vehicle to be billed on the applicable submeter Rate. Your Submeter Meter Data Management Agent (Submeter MDMA) will be required to collect and transmit your submeter usage data to PG&E as scheduled in the required format in compliance with the Submeter MDMA Performance Requirements (copy available upon request). You will retain sole responsibility for paying the entire monthly bill including EV and other charges regardless of any agreement between you and your Submeter MDMA.

This Pilot will begin on September 1, 2014. Any Customer enrolled in the Pilot will be eligible to participate for no more than 12 consecutive billing cycles; however the Customer may terminate participation in the pilot at any time. When Pilot participation ends, the submeter Rate will be terminated for the submetered account. Thereafter, any future electric vehicle charging will be billed at the Customer’s otherwise applicable tariff rate for the primary meter. Customers are encouraged to contact PG&E to discuss available electric vehicle rates.

In addition, you agree to provide an independent evaluator paid by the Investor Owned Utilities (IOUs) with feedback on your experiences with Pilot participation, including enrollment, equipment installation, and billing. In accordance with the CPUC’s instruction, this survey will not be burdensome. Additionally, you may be required to provide access to your home or facility for the evaluator to perform tests on your submeter. Such submeter testing is only required of five percent of participating customers. If your submeter is selected for testing, tests will be arranged at a convenient time, and your MDMA may be present. No adjustments to your primary or submetered accounts billed over the course of your participation in the Pilot will be made regardless of whether the submeter is found to violate CPUC meter accuracy standards.

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B. ELIGIBILITY

To be eligible to participate in the Pilot, Participants must:

1. Have an active PG&E service account;
2. Have an eligible PG&E interval data recorder (IDR) meter;
3. Charge a plug-in electric vehicle at that account;
4. Have an approved submeter installed for the exclusive use of tracking the energy used to charge your electric vehicle;
5. Be a Bundled Service Customers or Community Choice Aggregation (CCA) customer (i.e. does not participate in Direct Access (DA) or Community Aggregation (CA) service);
6. Not participate in either the Balance Payment Plan or Automatic Payment Plan options offered by PG&E for the duration of their participation in this pilot if their Submeter MDMA provides remittance payments to PG&E. If participant is already enrolled in one of these plans, they must unenroll for just the duration of their participation in this pilot.

C. DUTIES AND OBLIGATIONS OF PG&E:

PG&E will:

1. Respond promptly to questions from a Submeter MDMA on customer's eligibility without disclosing confidential customer data.
2. Enroll you in the Pilot beginning with your next PG&E billing period, provided that you or your Submeter MDMA has submitted your complete Customer Enrollment Agreement at least five (5) business days prior to the end of your current billing period.
3. Receive your submeter EV usage information from your Submeter MDMA;
4. Use this information to separately calculate your usage for charging your electric vehicle on the applicable EV rate and the rest of your home or business usage on your current rate. Accuracy of your bill is dependent on receiving timely and accurate information from your Submeter MDMA and the accuracy of the submeter itself.
5. Late or incomplete EV submeter usage information will be disregarded (treated as if there was no EV usage for the time interval(s) involved) only where the Submeter MDMA action is the cause of the data transmission failure. As a result, any actual EV charging during these intervals will be billed at your current rate and will not be adjusted in any future bills if any EV usage data is subsequently received.
6. Provide you a summary bill reflecting all of your charges, including your submetered EV usage;
7. After 12 consecutive billing cycles PG&E will close your submeter account. Your entire usage will then be charged at your otherwise applicable rate.
8. Commercial/Industrial customers with submeter usage billed under a Time-of-Use tariff, shall receive a payment applied as a bill credit of \$20/month per submeter. PG&E may petition the CPUC's Energy Division to terminate this ongoing customer payment, with no cost, liability, or further obligation, if Submeter MDMA fails to meet its performance requirements. These payments are applicable only for Phase 1 of the Pilot, which ends after 12 billing cycles for a customer participant and no later than August 31, 2016.

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D. DUTIES AND OBLIGATIONS OF PARTICIPANT:

Participant or its agent will:

1. Install or have installed a qualified submeter¹ for the exclusive use of tracking the energy used to charge your electric vehicle;
2. Own the EV submeter and be entirely responsible for its ongoing maintenance and services.
3. Request the submeter to be placed on an applicable EV rate schedule for its electric vehicle charging usage during the Pilot.
4. Have a Submeter MDMA provide PG&E with your submeter usage data as scheduled in the required format in compliance with the MDMA performance requirements (copy available upon request).
5. The Submeter MDMA must report a customer drop out or change of address to PG&E within 10 days.

Participant will:

1. Provide an independent third party evaluator with feedback on your experiences with Pilot participation, including enrollment, equipment installation, and billing.
2. Agree that the EV submeter and submeter usage information may not meet the accuracy standards or metering tariff standards required by PG&E for general billing purposes, and waive all rights and remedies related to such accuracy standards and metering tariffs, including any information provided to Participant based on such submeter usage or other information through other PG&E programs or services. In addition, for purposes of the Pilot, Participant's EV usage will be billed solely based on the submeter data provided by the Submeter MDMA, which is solely responsible for the accuracy and timely delivery to PG&E of submeter usage information.
3. If selected, provide access and assistance to facilitate random meter testing by an independent 3rd Party Evaluator.
4. In the event the Participant has a change of address, be allowed to re-enroll for the remainder of the Participant's pilot term. For customers that relocate within the service territory: 1) their MDMA must submit a separate Customer Enrollment Agreement for their new service address at least five days before the end of the current billing period; and 2) they are eligible to reenroll in the Pilot after the Enrollment Period. Similarly, for customers that relocate to another IOU's service territory, they may reenroll if PG&E's 500 submeter limit has not been met.
5. Retain sole responsibility for paying the entire monthly bill including EV and other charges regardless of any agreement between you and your Submeter MDMA.

E. TERMINATION:

1. This Agreement shall be effective for no more than 12 consecutive billing cycles after Pilot enrollment.
2. PG&E may petition the CPUC's Energy Division to terminate this Agreement, with no cost, liability, or further obligation, if Submeter MDMA fails to meet Submeter MDMA performance requirements for three consecutive months.

¹ The IOUs included CPUC's Energy Division's Temporary Submetering Performance and Data Communication Requirements in EV Submeter Pilot Phase 1 Performance Standards for Metering and Meter Data Management Agents.

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3. PG&E shall have the right to modify or immediately terminate this Agreement upon written notice to Participant if PG&E determines this Agreement would be inconsistent with, or violate any rule, regulation, or policy of the CPUC or other applicable laws or where Participant fails to satisfy its obligations as set forth in Section D above.
4. Participant shall notify PG&E promptly if Participant no longer desires to participate in the Pilot.
5. PG&E will notify the Participant if the Submeter MDMA service is terminated and the Participant may complete the remainder of the pilot subject to completing the requirements to re-enroll with an alternative Submeter MDMA.

F. NOTICES

PG&E will provide notices to Customer about this Pilot by email or mail to the customer name and address listed on the Customer Enrollment Agreement. Notices from customer to PG&E hereunder shall be in writing and must be either personally delivered; sent by facsimile transmission; or sent by registered or certified mail, postage prepaid, return receipt requested, as follows:

To PG&E:

PG&E Records Unit
PO Box 8329
Stockton, CA 95208
1-800-PGE-5000 (1-800-743-5000)

To Participant: Customer name and address as identified on PG&E customer account.

G. LIMITATION OF LIABILITY:

1. Participant shall indemnify, hold harmless and defend PG&E and its directors, employees, agents, and contractors from any and all costs, liabilities, claims and expenses, including those from death or injury to any person or from a loss or damage to any real, personal or other property, arising from, or in connection with, this Agreement, unless solely caused by the negligence or willful misconduct of PG&E.
2. In no event shall PG&E be liable for any incidental, indirect, special, consequential, or punitive damages (including lost income), for any cause of action, whether in contract or tort, arising in any manner from this Agreement or the performance or non-performance of its obligations under this Agreement, regardless of the cause or foreseeability thereof. Unless solely caused by PG&E's negligence or willful misconduct, and except as expressly stated otherwise in this Agreement, PG&E shall not be liable for any costs, liabilities, claims or expenses in connection with this Agreement, including any loss or damage to any Participant's property. Further, the amount of PG&E's aggregate liability or damages shall not exceed ten thousand dollars (\$10,000.00).
3. Participant acknowledges that PG&E has not promised Participant energy or bill savings from use of the EV submeter and/or participation in the Pilot.
4. Participant will hold PG&E harmless for its participation in and use of any other PG&E programs or features during the course of this Pilot. Programs such as My Account and Green Button may be available to customers participating in this Pilot but the data may not be all inclusive.
5. Participant will hold PG&E harmless for its inability to participate in PG&E's Automatic Payment and Balance Payment Plan, during the course of this Pilot.

H. WARRANTY DISCLAIMER:



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PG&E makes no warranties, whether statutory, express, or implied, including, but not limited to, any warranties regarding the safety, design, construction, function, performance, fitness for a particular purpose, or placement of customer-owned or third party owned submeters, or any benefits to be derived from the placement, operation, or use of the customer owned or third party owned submeters.

I. APPLICABLE LAW:

This Agreement shall be interpreted, governed and construed under the laws of the State of California, without reference to its choice of law provisions, and it is subject to modifications by the California Public Utilities Commission in the exercise of its jurisdiction.

J. ENTIRE AGREEMENT:

This Agreement contains the entire agreement and understanding between the Parties related to Participant's participation in the Pilot, except for additional terms and conditions that are subsequently made a part of PG&E's tariffs as part of the further implementation of this Pilot. This Agreement supersedes all prior representations and discussions between PG&E and Participant pertaining to its subject matter. This agreement at all times shall be subject to such modifications as the California Public Utilities Commission may direct from time to time in the exercise of its jurisdiction.

K. APPLICABLE PG&E RATE FOR PHASE ONE OF THIS PILOT:

1. Where the Primary Meter qualifies for Residential Service:

- Rate Schedule EV, option B

2. Where the Primary Meter qualifies for Commercial/Industrial Service

- Rate Schedule A-1 or B-1 (customers < 75 kW)

- Rate Schedule A-10 or B-10 (customers > 75 kW < 500 kW)

- Rate Schedule A-6 or B-6 (customers with demands < 500 kW)

Rate Schedule NEM may be applied as a "rider" to all the schedules above and would be applicable to customers with photovoltaic (PVs) meeting the tariff requirements.

More detail on these rates can be found at <http://www.pge.com/tariffs>

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Customer Enrollment Agreement Instructions

- STEP 1:** Read the Plug-In Electric Vehicle Submetering Pilot (Phase 1) Participation Agreement in its entirety
- STEP 2:** Install an eligible Submeter(s), if not already installed, owned or leased by you or your Electric Vehicle Service Provider (EVSP)
- STEP 3:** Retain the services of a PG&E-approved Submeter Meter Data Management Agent (Submeter MDMA)
- STEP 4:** Complete this Customer Enrollment Agreement (Your Submeter MDMA may assist you with completing the form)
- STEP 5:** Sign the last page of this form (Section 4) to authorize the Entire Agreement
- STEP 6:** Have your Submeter MDMA sign the last page of this form (Section 5) to authorize the Entire Agreement
- STEP 7:** You or Your Submeter MDMA must submit this Customer Enrollment Agreement to PG&E for processing
- Retain a copy of the completed Agreement for your records
 - You or your Submeter MDMA must submit this Agreement at least five (5) business days before end of your billing period for you to be enrolled in the next billing period
 - Form may be submitted to PG&E at the contact below:

PG&E Records Unit
PO Box 8329
Stockton, CA 95208
1-800-PGE-5000 (1-800-743-5000)

- Commercial Customers supported by a PG&E Representative may be provided this form directly

Processing:

PG&E will review the Agreement and reply as follows:

- If Agreement is incomplete or inaccurate: You and your Submeter MDMA are notified. You and your Submeter MDMA complete Agreement and resubmits to PG&E
- If Agreement is complete: Enrollment process continues. Upon completion, PG&E will inform you and your Submeter MDMA when your EV Submetering Pilot (Phase 1) participation begins.

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Authorization To Release Customer information And Act On A Customer's Behalf

INFORMATION, ACTS AND FUNCTIONS AUTHORIZED:

By signing this form to add the customer service account(s) set forth below, I, Customer, authorize my Agent (the Submeter MDMA) to act on my behalf to request and receive billing, usage, and meter data for the account(s) specified herein, to the extent such billing, usage, and meter data is associated with my dates of enrollment in the Pilot. This authorization also provides authority to the Submeter MDMA to act on my behalf of request rate changes necessary to participate in the Pilot.

I (Customer) authorize my Submeter MDMA to act on my behalf to perform the following selected specific acts and functions:

- 1) Yes No Request rate changes necessary for me to participate in the Electric Vehicle Pilot (Phase 1).
- 2) Yes No Receive a copy of my monthly PG&E bill for the duration of my participation in the Electric Vehicle Pilot (Phase 1).

Authorization is given for the period commencing with the date of execution of this Agreement until either the pilot ends or I decide to terminate my participation. If I, Customer, wish to release additional information to my agent, Submeter MDMA, or extend the timeframe during which this information will be released, I acknowledge that I must complete, sign and submit PG&E Form (79-1159).

Yes No I (MDMA) will provide PG&E remitted payments to be credited toward (Customer's) account as part of my submetering service.

I understand that if my submeter MDMA provides remittance payments to PG&E, I cannot participate in either the Balance Payment Plan or Automatic Payment Plan options offered by PG&E for the duration of my participation in this Pilot. If I am already enrolled in one of these plans, I must unenroll for the duration of my participation in this Pilot.

RELEASE OF ACCOUNT INFORMATION:

I (Customer), _____ (print name of authorized signatory), declare under penalty of perjury under the laws of the State of California that I am authorized to execute this document on behalf of the Customer of Record listed on this form and that I have authority to financially bind the Customer of Record. I further certify that my Submeter MDMA, _____ (print name of Submeter MDMA), has authority to act on my behalf and request the release of information for the accounts listed on this form and perform the specific acts and functions listed above, including rate changes. I understand that PG&E reserves the right to verify any authorization request submitted before releasing information or taking any action on my behalf. I authorize PG&E to release the requested information on my account or facilities to the above Submeter MDMA who is acting on my behalf regarding the matters listed above. I hereby release, hold harmless, and indemnify PG&E from any liability, claims, demands, causes of action, damages, or expenses resulting from: 1) any release of information to my Submeter MDMA pursuant to this Authorization; 2) the unauthorized use of this information by my Submeter MDMA; and 3) from any actions taken by my Submeter MDMA pursuant to this Authorization, including rate changes. I understand that I may cancel this authorization at any time by submitting a written request.

REVOCACTION:

Customer may cancel this Authorization at any time by contacting PG&E at (415) 973-0335. Consent from the Submeter MDMA is not required for Customer to cancel this Authorization. To the extent the Pilot



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expires or otherwise terminates, the Authorization granted herein will automatically be revoked regardless of whether the Customer submits a request to cancel the Authorization.

Entire Agreement This Agreement, together with the applicable EV Rate and Plug-in Electric Vehicle Submetering Pilot Terms and Conditions, contains the entire agreement and understanding between the Parties related to Participant’s participation in the Pilot, except for additional terms and conditions that are subsequently made a part of PG&E’s tariffs as part of the further implementation of this Pilot. This Agreement supersedes all prior representations and discussions between PG&E and Participant pertaining to its subject matter.

Section 1 Property Type (Check one)

- Detached Home (Residential)
- Multi-family Dwelling/Attached Home (Residential)
- Commercial (Business)

Section 2 PG&E Customer Account Information

____-____-____-____-____-____
Customer
Account Number *(Appears below your name on your PG&E bill)*

____-____-____-____-____-____
Primary PG&E Electric Meter ID Number

Print First and Last Name *(As it appears on the PG&E bill)*

Customer Account Street Address

City State Zip

Telephone Number Email Address *(To be used for communications regarding Pilot)*

If Commercial Account: Business Name Contact Name Title

* *Alternate Mailing Address (Provide if applicable):*

Street Address

City State Zip

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Section 3 Submeter Information *(If customer elects to have multiple Submeters, up to 19, please attach separate sheet for each submeter. Note: Multiple level submeters not allowed.)*

Submeter unique identifier *(Appears on the Submeter)*

Submeter Provisioning

Date Submeter(s) installed:

Expected Level of EV Charging (Level 1, 2 or 3)

Check all applicable statements:

- I (customer) verify that any Electric Vehicle Supply Equipment (EVSE), EVSE with embedded submeter, and/or stand-alone submeter installed prior to the Pilot was certified by an Occupational Safety & Health Administration (OSHA)-approved Nationally Recognized Testing Laboratory (NRTL). Any EVSE, EVSE with embedded submeter, stand-alone submeter, and related PEV charging circuits, were installed by a person or entity with a general electrical contractor's license issued by the California Contractors State License Board and obtained any required inspection and approval by the local Authority Having Jurisdiction (AHJ). The OSHA-approved list of NRTLs is maintained at: <https://www.osha.gov/dts/otpca/nrtl/>.

EVSE:	Manufacturer:	Model:	<input type="checkbox"/> NRTL Certified
EVSE with embedded submeter:	Manufacturer:	Model:	<input type="checkbox"/> NRTL Certified
Stand-alone submeter:	Manufacturer:	Model:	<input type="checkbox"/> NRTL Certified

- I (customer) verify that any EVSE, EVSE with embedded submeter, and/or stand-alone submeter installed as part of the Pilot is Underwriters Laboratories (UL)-certified or meets PG&E safety standards. Any EVSE, EVSE with embedded submeter, stand-alone submeter and related PEV charging circuits were installed by a person or entity with a general electrical contractor's license issued by the California Contractors State License Board and obtained any required inspection and approval by the local AHJ.

EVSE:	Manufacturer:	Model:	<input type="checkbox"/> UL Certified
EVSE with embedded submeter:	Manufacturer:	Model:	<input type="checkbox"/> UL Certified
Stand-alone submeter:	Manufacturer:	Model:	<input type="checkbox"/> UL Certified



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Section 4 Customer & Submeter MDMA Authorization

[This form must be signed by someone who has authority to financially bind the customer]
[for example, CFO of a company or City Manager of a municipality]

Authorized Customer Signature
Print Name
Date
Phone Number
City and State Where Executed

I (Submeter MDMA), hereby release, hold harmless, and indemnify PG&E from any liability, claims, demand, causes of action, damages, or expenses resulting from the use of customer information obtained pursuant to this authorization and from the taking of any action pursuant to this authorization, including rate changes provided such utility action is consistent with applicable CPUC orders, tariffs and regulations.

Authorized Agent Signature
Company Name
Agent Name (Print)
Title
Street Address
Phone Number
City, State, ZIP
Email Address
Date
City and State Where Executed