THE BOARD OF SUPERVISORS OF THE C ACTION AGENDA SUM	
DEPT: AUDITOR-CONTROLLER	BOARD AGENDA # $*B-2$
Urgent Routine $\chi$	AGENDA DATE July 31, 2001
CEO Concurs with Recommendation YESNH NO(Information Attached)	4/5 Vote Required YESNO $\chi$
SUBJECT : APPROVAL OF ELECTRIC POWER AGREEMENT DISTRICT FOR THE BENEFIT OF AIRPORT NEIGH RIVERVIEW, SALIDA, SYLVAN VILLAGE #2, AND DISTRICTS.	IBORHOOD, EMPIRE, HILLCREST,
<ul> <li>STAFF RECOMMEN- DATIONS:</li> <li>1. APPROVAL OF ELECTRIC POWER AGREEME DISTRICT FOR THE BENEFIT OF AIRPORT NE HILLCREST, RIVERVIEW, SALIDA, SYLVAN Y HENRY LIGHTING DISTRICTS.</li> <li>2. AUTHORIZE THE AUDITOR-CONTROLLER TO WITH MODESTO IRRIGATION DISTRICT FOR NEIGHBORHOOD, EMPIRE, HILLCREST, RIVE VILLAGE #2, AND NORTH MC HENRY LIGHT</li> </ul>	IGHBORHOOD, EMPIRE, VILLAGE #2, AND NORTH MC D SIGN THE POWER AGREEMENT THE BENEFIT OF AIRPORT RVIEW, SALIDA, SYLVAN
FISCAL IMPACT:	
Qualified public agencies may apply to the Modesto Irr their electric rates. This rate reduction will save approx implementation for all lighting districts governed by the Modesto Irrigation District. This agreement commits the Modesto Irrigation District for a period of 5 years.	imately \$7,500 in the first year of Board of Supervisors and served by
	No. 2001-552
BOARD ACTION AS FOLLOWS: On motion of Supervisor Blom , Sec	onded by Supervisor_Caruso
and approved by the following vote, Ayes: Supervisors: <u>Mayfield</u> , <u>Blom</u> , <u>Caruso</u> , <u>and Chair Paul</u> Noes: Supervisors: <u>None</u> Excused or Absent: Supervisors: <u>Simon</u>	
EVANOAN AL UNAALLI ANDALLIAALAFATTATTTTTTTTTTTTTTTTTTTTTTTTTTT	

Christme Fernaro

ATTEST: CHRISTINE FERRARO TALLMAN, Clerk By:

X Approved as recommended

Approved as amended

\_\_\_\_ Denied

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3)\_\_\_\_ MOTION:

Abstaining: Supervisor: None\_\_\_\_\_

By: Deputy

DL-1-24 DL-22-**A**--3 DL-38-5 File No. DL-3-B-10 DL-12-13

DI-4-22 DL-29-A-2 DL-17-18 APPROVAL OF ELECTRIC POWER AGREEMENT WITH MODESTO IRRIGATION DISTRICT FOR THE BENEFIT OF AIRPORT NEIGHBORHOOD, EMPIRE, HILLCREST, RIVERVIEW, SALIDA, SYLVAN VILLAGE #2, AND NORTH MC HENRY LIGHTING DISTRICTS Page 2

DISCUSSION:	The Modesto Irrigation District (MID) provides a 10% discount for those public agencies that enter into agreements. The term of the agreement commences on the first day of the first month following approval by MID. The agreement provides for the discount to be in effect for a minimum of five years. The agreement can be extended for an additional 12 months upon written notice to MID in the fourth year of the agreement.
	These lighting districts are obligated during the term of the agreement to purchase power solely from MID. This agreement does not guarantee that the district will not experience power interruptions, such as rolling blackouts. It does provide a very reasonable option for the lighting districts to reduce their power costs over the term of the agreement.
POLICY ISSUES:	The Board of Supervisors, acting in the capacity of the Board for the Districts, must determine if this agreement will promote efficient government operations.
STAFFING IMPACT:	There is no staffing impact related to approval of this item.



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AUDITOR			1	1	F
ASSISTANT	Γ			1	
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SECRETARY		- <u>j</u> =			
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1231 Eleventh St. P.O. Box 4060 Modesto, CA 95352 (209) 526-7373

August 7, 2001

Larry D. Haugh Auditor-Controller Stanislaus County P.O. Box 770 Modesto, CA 958353-0770

Dear Haugh:

Thank you for signing up for the Modesto Irrigation District's (MID) Public Agency Contract Rate Program. As you know, participation in this program entitles the Stanislaus County Lighting Districts' to receive an additional ten (10) percent discount off the applicable rate schedules each calendar year for the next five years. The discount will begin with your next billing cycle. A fully executed copy of the Public Agency Contract Rate application has been enclosed for your records.

Thank you for giving us the opportunity to serve you. We appreciate your business and the confidence you have placed in us. If you have any questions concerning this issue or need additional information, please feel free to contact me at (209)-526-7393.

Sincerely,

Jack Krieg

JACK KRIEG Major Account Representative

Enc.

Page 1 of 4

# Applicability

This Schedule is applicable to District qualified local public agencies within customer dasses GS-1, GS-2, GS-3, GS-TOU, SL, FL and municipal pumping. Local municipal agencies include City and County Governments, School Districts, and Special Districts. Prior to the provision of service hereunder, the customer shall be required to apply for GS-PAC, Public Agency Contract Rate, (hereinafter, "Application for Service") on the form prescribed in the General Terms and Conditions and Special Provisions which may be modified by the District from time to time.

# Character of Service

Alternating current at a frequency of approximately 60 Hertz: 120 volts, 120/208 volts or 120/240 volts, single phase or 240 volts, 240/120 volts, 208Y/120 volts, 480Y/277 volts, 480 volts, 4,160 volts, 12,000 volts, 17,200 volts, 69,000 volts or 115,000 volts three phase, where and to the extent available, at the option of the District.

# **Territory Served**

The entire area within the Modesto Irrigation District electric service boundary or any other area served by Modesto Irrigation District pursuant to the laws of the State of California and the District's Rules and Regulations for Electric Service.

# Monthly Rates

The following discounts apply to the customer's total bundled bill.

GS-1	
GS-2	
GS-3	
GS-TOU	
SL	
FL	
P-3	

# **Special Provisions**

All Special Provisions set forth within the customer's applicable rate class remain effective, and shall include the following:

1. Term and Termination

### 1.1 Customer Option 1 (Automatic Renewal)<sup>1</sup>

Term of contract between customer and the District is for a period of five (5) consecutive years. Service under this Rate shall be terminable by the customer in accordance with the following:

- 1.1.1 In January and February of any year, customer may notify the District in writing that it intends to terminate GS-PAC service or switch to another District Rate Schedule currently being offered.
- 1.1.2 Termination pursuant to such notice shall be effective on the fifth December 31 following such notice (for example, notice given on January 15, 1998, would result in termination of service on December 31, 2002).
- 1.1.3 Customer may also provide written notice of its intent to terminate service at any other time of year. In such case, the notice will be deemed to have been given during the next succeeding January (for example, notice given on October 1, 1998, would result in termination of service on December 31, 2003).

## 1.2 Customer Option 2 (Fixed Term)

The term of this Agreement shall commence on the first day of the first month following District's approval of customer's application and terminate five (5) years from that date. Customer shall have the option of extending this Agreement for an additional twelve (12) month term upon written notice to the District in the fourth year of the Agreement. In such event, the discount shall be based on the applicable Rate Schedule In effect during the extended term.



<sup>&</sup>lt;sup>1</sup> Service under this term provision is closed for new sign-ups on January 1, 2001. Those customers that signed up for this term provision prior to January 1, 2001, will continue to be subject to this term provision.



### 1.3 Termination by the District

The District may terminate this GS-PAC Rate to customers then receiving service under this GS-PAC Rate on not less than five years' written notice, provided that if the District so terminates this Rate, it may at the same time immediately discontinue offering this GS-PAC Rate to customers not then receiving such service.

### 2. Air Conditioning Controlled Load Service (S.T.E.P.)<sup>2</sup>

Service under this Schedule is provided to customers who have District-controlled electric central refrigerative air conditioning which, in the opinion of the District, is suitable for controlled service.

### 2.1 Written Consent

Service under this Schedule shall be provided only upon the written consent of the customer. If the customer is other than the landowner and the owner of the air conditioning equipment, the customer shall obtain the permission and authorization of the landowner and owner of the equipment to apply for and take service under this Rate Schedule, and to make the grants required hereunder to the District. Written consent to retain service under this Schedule shall be obtained from new customers and owners within thirty (30) days after such service is established at locations where control equipment is in place.

#### 2.2 Control Period

Air conditioning cycling control will be accomplished between the hours of 8:30 a.m. and 10:30 p.m. by interruption of controlled air conditioners for a period not to average more than 10 minutes nor exceed 12 minutes each half-hour. Air conditioners will not be interrupted on Sundays except as noted in Special Provision 2.7.

#### 2.3 Rate Discount

The following discount will commence with the first billing period (May through September, Inclusive) after the District control equipment is installed on the customer's air conditioning equipment. The discount is per ton of controlled air conditioner capacity, as determined by the District. Under no circumstance shall the monthly commercial S.T.E.P. credit exceed the monthly energy charge.

#### May 1 to September 30:

Discount per Account per Month

Central Air Conditioning Cycling ...... \$ 2.00 per ton of controlled A/C capacity

#### 2.4 Discount Billing Period

The control discount for central air conditioning is in effect for five (5) consecutive summer billing periods beginning with the May billing period.

### 2.5 Suitable Equipment

Controlled loads will be limited to permanently installed electric central refrigerative air conditioning equipment served from a branch circuit(s) exclusively devoted to such loads. Air conditioning equipment must have a compatible low voltage control circuit, control energy source, and accessible control equipment mounting location as determined by the District.

#### 2.6 Multiple Central Air Conditioning Units

Electric central refrigerative air conditioning systems equipped with more than two compressor units require the installation of District control equipment on two-thirds of total air conditioning capacity. If there are two compressor units, both must be under load control.

### 2.7 Emergency Control

All controllable loads shall be subject to curtailment when, in the District's sole judgment, its generation and purchase capacity or energy resources, transmission capacity, or any combination of these is needed to meet the demands of its other customers and to prevent an otherwise avoidable outage. Emergency control under these circumstances may exceed the restrictions of Special Provision 2.2.

#### 2.8 Installation, Maintenance and Removal

Control mechanisms and associated equipment will be installed, tested, and maintained at the direction of the District at locations selected by the District and at no expense to the customer. Upon termination of this Schedule with respect to any customer, all wiring will be returned to normal operating conditions at the District's expense.

# 3. Convertibility

Customer shall have the option to convert to another Contract in accordance with the full terms and conditions as set forth in the applicable Rate Schedule.

<sup>2</sup> S.T.E.P. service under this Schedule is re-opened for new sign-ups effective January 1, 2001, and will remain open subject to the availability of load control equipment in the District's Inventory. The District may terminate acceptance of new sign-ups without further notice if it determines that its inventory of load control equipment is or will be fully utilized.

Page 3 of 4

## 4. Application

The customer shall complete an application for service which shall identify the customer's applicable Rate Schedule(s). The GS-PAC Rate is available only upon execution of the customer's application and acceptance by the District.

### 5. Adjustments

The rates and charges as specified in Monthly Rates and in Special Provisions set forth in the customer Rate Schedule(s) are the maximum rates and charges for the specified calendar year.

Notwithstanding the foregoing, the District also reserves the right, at any time, to adjust, either upward or downward, or eliminate rates and discounts contained in Special Provisions within each applicable Rate Schedule.

#### 6. Proration

When a customer switches from another rate schedule to this Rate Schedule, the customer's demand charge and customer charge shall be prorated for the period between the last full billing period and the commencement of the applicability of this Rate Schedule.

### 7. Rules and Regulations

Service under this Schedule is subject to the District's Rules and Regulations for Electric Service.



Page 4 of 4

			2001 Ap	plication for	Service	•		
			Electric R	late Schedul	e GS-PAC			
	Airport Neighbo	orhood Ligh	ting Distric	t, c/o Auditor	-Controlle	r's Office		(horning Bas
1.	"Customer"), mailing a requests the District to	address P.O.	Box 770 M	Iodesto CA	95353-077	0	Ilouing Date Co	(hereinafter
	GS-1	GS-2	GS-3	GS-TOU		FL	P-3	neoule(s):
	Electric service to be (GS-PAC), as such rule and by this reference	es and Schedule	e now exist or r	ance with the Dist may hereafter be a	rict's Electric S amended or su	ervice Rules and perseded. A cop	Electric Rate Sc y of GS-PAC is a	hedule GS-PAC Ittached hereto
2.	Each party shall defi employees, represent attorney fees and exp hereto, or damage to obligations of the Inde	atives and agen penses) and/or any property, i	its, and each of daims resultin including the pr	f them, from and a g from the death roperty of either p	against any an or injury to a arty hereto, re	d all llabilities, los ny person, includ	ises, damages, o fing employees	costs (including of either party
	Customer shall be res suffered by the Distric	ponsible, and s t as a direct or	hall upon dema indirect result o	and reimburse the of Customer's failu	District promp are to comply v	otty, for any propo with the terms of (	erty damage, lo: GS-PAC.	ss or detriment
3.	The District is not a interruptions may not	guarantor of occur during a	power and, no ny period as a r	twithstanding any result of situations	r provision of or circumstan	GS-PAC, the Dis ces beyond the co	brict does not a	guarantee that trict.
4.	Any assignment by Ci be void without Distri	ustomer, volunt ct's prior writter	ary or involunt 1 consent.	ary, of its rights u	nder GS-PAC,	or any rights or c	luties accrued h	ereunder, shali
5.	This Application, toge understanding betwee be effective unless in	en the parties h	ereto as to the	subject matter he				
6.	Term of Agreement: of said Rate Schedule		GS-PAC shall b	e effective in acco	rdance with th	ne following às de	scribed in Speci	al Provision 1.2
Date App	proved by the District:	7/31/0	<u> </u>					
Custom	er		• •	Мс	desto Irrigal	tion District		
Signatur	an Di	Harry &	)	( 	tack	Krieg		
Print Na	arry D.	Have	<u>j</u>		Talc K nt Name	KRIE	<u>'</u> g	· · · · · · · · · · · · · · · · · · ·
A Title	uditor-	Contro	llen	<u>/Y</u>	lajor i	Account	Repre	gentative
Effective )	anuary 1, 2001, with specific p	eriocs to be determi	ned by proration.		<u></u>			

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Modesto Irrigation District

Enjoice Lighting vest.

Page 1 of 4

# Applicability

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## **Character of Service**

Alternating current at a frequency of approximately 60 Hertz: 120 volts, 120/208 volts or 120/240 volts, single phase or 240 volts, 240/120 volts, 208Y/120 volts, 480Y/277 volts, 480 volts, 4,160 volts, 12,000 volts, 17,200 volts, 69,000 volts or 115,000 volts three phase, where and to the extent available, at the option of the District.

# **Territory Served**

The entire area within the Modesto Irrigation District electric service boundary or any other area served by Modesto Irrigation District pursuant to the laws of the State of California and the District's Rules and Regulations for Electric Service.

# **Monthly Rates**

The following discounts apply to the customer's total bundled bill.

MD Irrigation

GS-1	10% discount
GS-2	
GS-3	
GS-TOU	
SL	
R	
P-3	

# Special Provisions

All Special Provisions set forth within the customer's applicable rate class remain effective, and shall include the following:

### 1. Term and Termination

1.1 Customer Option 1 (Automatic Renewal)<sup>1</sup>

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The term of this Agreement shall commence on the first day of the first month following District's approval of customer's application and terminate five (5) years from that date. Customer shall have the option of extending this Agreement for an additional twelve (12) month term upon written notice to the District in the fourth year of the Agreement. In such event, the discount shall be based on the applicable Rate Schedule in effect during the extended term.

Effective January 1, 2001, with specific periods to be determined by proration,

<sup>&</sup>lt;sup>1</sup> Service under this term provision is closed for new sign-ups on January 1, 2001. These customers that signed up for this term provision prior to January 1, 2001, will continue to be subject to this term provision.



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#### 2. Air Conditioning Controlled Load Service (S.T.E.P.)<sup>2</sup>

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#### 2.3 **Rate Discount**

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#### May 1 to September 30:

Discount per Account per Month Central Air Conditioning Cycling ....... \$ 2.00 per ton of controlled A/C capacity

#### 2.4 **Discount Billing Period**

The control discount for central air conditioning is in effect for five (5) consecutive summer billing periods beginning with the May billing period.

#### 2.5 Suitable Equipment

Controlled loads will be limited to permanently installed electric central refrigerative air conditioning equipment served from a branch circuit(s) exclusively devoted to such loads. Air conditioning equipment must have a compatible low voltage control circuit, control energy source, and accessible control equipment mounting location as determined by the District.

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<sup>&</sup>lt;sup>2</sup> S.T.E.P. service under this Schedule is re-opened for new sign-ups effective January 1, 2001, and will remain open subject to the availability of load control equipment in the District's inventory. The District may terminate acceptance of new sign-ups without further notice if it determines that its inventory of load control equipment is or will be fully utilized.



Page 3 of 4

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#### 4. Application

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#### 6. Proration

When a customer switches from another rate schedule to this Rate Schedule, the customer's demand charge and customer charge shall be prorated for the period between the last full billing period and the commencement of the applicability of this Rate Schedule.

## 7. Rules and Regulations

Service under this Schedule Is subject to the District's Rules and Regulations for Electric Service.

Í	Modesto Irrigation	Electric Rate Schedule GS-PAC Public Agency Contract Rate
Vater an		Page 4 of 4
		ion for Service chedule GS-PAC
	Empire Lighting District, c/o Auditor-Contro "Customer"), mailing address <u>P.O. Box 770, Modest</u> requests the District to provide electric service to Customer f	
	_GS-1 _GS-2 _GS-3 _G	5-TOU <u>X</u> SL _FL _P-3
		n the District's Electric Service Rules and Electric Rate Schedule GS-PAC eafter be amended or superseded. A copy of GS-PAC is attached hereto
2.	employees, representatives and agents, and each of them, in attorney fees and expenses) and/or daims resulting from	the other party (the "Indemnified Party"), and its directors, officers, from and against any and all ilabilities, losses, damages, costs (Including the death or injury to any person, Including employees of either party of either party hereto, resulting from the negligence of or breach of the Application.
	Customer shall be responsible, and shall upon demand reim suffered by the District as a direct or indirect result of Custo	burse the District promptly, for any property damage, loss or detriment mer's failure to comply with the terms of GS-PAC.
3.		nding any provision of GS-PAC, the District does not guarantee that situations or circumstances beyond the control of the District.
<b>ŧ</b> .	Any assignment by Customer, voluntary or involuntary, of it be void without District's prior written consent.	ts rights under GS-PAC, or any rights or duties accrued hereunder, shall
5.	This Application, together with applicable Electric Rate Sche understanding between the parties hereto as to the subject be effective unless in writing and signed by both parties.	dule(s) and GS-PAC, constitutes the sole, only and entire agreement and matter hereof, and no changes, alterations or modifications hereof shall
5.	Term of Agreement: Rate Schedule GS-PAC shall be effecti of said Rate Schedule.	ve in accordance with the following as described in Special Provision 1.2
	i i	
Date A	Approved by the District: $7/3i/01$	
Custo	omer	Modesto Irrigation District
<u> </u>	Lan D. Hauel	Jack Krieg
Print N	varry D Haugh	Jack KRieg Print Name
Title	Juditor - Controller	Major Account Representativ

Effective January 1, 2001, with specific periods to be determined by proration. Cancels Schedule (S-PAC, dated January 1, 1999.

Water

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Page 1 of 4

# Applicability

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# Character of Service

Modesto Irrigation

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# **Territory Served**

The entire area within the Modesto Irrigation District electric service boundary or any other area served by Modesto Irrigation District pursuant to the laws of the State of California and the District's Rules and Regulations for Electric Service.

# Monthly Rates

The following discounts apply to the customer's total bundled bill.

GS-1	
GS-2	
GS-3	
GS-TOU	
SL	
FL	
P-3	

# Special Provisions

All Special Provisions set forth within the customer's applicable rate class remain effective, and shall include the following:

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### 1.2 Customer Option 2 (Fixed Term)

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Effective January 1, 2001, with specific periods to be determined by proration.

<sup>&</sup>lt;sup>1</sup> Service under this term provision is closed for new sign-ups on January 1, 2001. These customers that signed up for this term provision prior to January 1, 2001, will continue to be subject to this term provision.



#### Termination by the District 1.3

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#### Air Conditioning Controlled Load Service (S.T.E.P.)<sup>2</sup> 2.

Service under this Schedule is provided to customers who have District-controlled electric central refrigerative air conditioning which, in the opinion of the District, is suitable for controlled service.

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Discount per Account per Month Central Air Conditioning Cycling ...... \$ 2.00 per ton of controlled A/C capacity

#### 2.4 **Discount Billing Period**

The control discount for central air conditioning is in effect for five (5) consecutive summer billing periods beginning with the May billing period.

#### 2.5 Suitable Equipment

Controlled loads will be limited to permanently installed electric central refrigerative air conditioning equipment served from a branch circuit(s) exclusively devoted to such loads. Air conditioning equipment must have a compatible low voltage control circuit, control energy source, and accessible control equipment mounting location as determined by the District.

#### 2.6 Multiple Central Air Conditioning Units

Electric central refrigerative air conditioning systems equipped with more than two compressor units require the installation of District control equipment on two-thirds of total air conditioning capacity. If there are two compressor units, both must be under load control.

#### 2.7 **Emergency Control**

All controllable loads shall be subject to curtailment when, in the District's sole judgment, its generation and purchase capacity or energy resources, transmission capacity, or any combination of these is needed to meet the demands of its other customers and to prevent an otherwise avoidable outage. Emergency control under these circumstances may exceed the restrictions of Special Provision 2.2.

#### 2.8 Installation, Maintenance and Removal

Control mechanisms and associated equipment will be installed, tested, and maintained at the direction of the District at locations selected by the District and at no expense to the customer. Upon termination of this Schedule with respect to any customer, all wiring will be returned to normal operating conditions at the District's expense.

#### 3. Convertibility

Customer shall have the option to convert to another Contract in accordance with the full terms and conditions as set forth in the applicable Rate Schedule.

Effective January 1, 2001, with specific periods to be determined by proration.

<sup>&</sup>lt;sup>2</sup> S.T.E.P. service under this Schedule Is re-opened for new sign-ups effective January 1, 2001, and will remain open subject to the availability of load control equipment in the District's inventory. The District may terminate acceptance of new sign-ups without further notice if it determines that its inventory of load control equipment is or will be fully utilized.

Page 3 of 4

### 4. Application

The customer shall complete an application for service which shall identify the customer's applicable Rate Schedule(s). The GS-PAC Rate is available only upon execution of the customer's application and acceptance by the District.

#### 5. Adjustments

The rates and charges as specified in Monthly Rates and in Special Provisions set forth in the customer Rate Schedule(s) are the maximum rates and charges for the specified calendar year.

Notwithstanding the foregoing, the District also reserves the right, at any time, to adjust, either upward or downward, or eliminate rates and discounts contained in Special Provisions within each applicable Rate Schedule.

## 6. Proration

When a customer switches from another rate schedule to this Rate Schedule, the customer's demand charge and customer charge shall be prorated for the period between the last full billing period and the commencement of the applicability of this Rate Schedule.

## 7. Rules and Regulations

Service under this Schedule is subject to the District's Rules and Regulations for Electric Service.

Page 4 of 4

				· · · · · · · · · · · · · · · · · · ·	
		2001 Applicatio			
		Electric Rate Sch	nedule GS-PAC		
	Hillcrest Lighting District,	c/a Auditor-Control	ler's Office		
1.	"Customer"), mailing address P.O				(hereinafter
	requests the District to provide elect	ric service to Customer for	accounts receiving ser	vice under the following	Rate Schedule(s):
	_GS-1 _GS-2	GS-3GS- <sup>-</sup>	TOU 🗙 SL	FLF	o-3
	Electric service to be provided unde (GS-PAC), as such rules and Schedu and by this reference incorporated b	le now exist or may herea			
2.	Each party shall defend, Indemnif employees, representatives and age attorney fees and expenses) and/o hereto, or damage to any property, obligations of the Indemnifying Part	nts, and each of them, front r daims resulting from the including the property of	om and against any and e death or injury to a either party hereto, re	all liabilities, losses, dar ny person, including emp	nages, costs (induding ployees of either party
	Customer shall be responsible, and suffered by the District as a direct of				
3.	The District is not a guarantor of interruptions may not occur during	power and, notwithstand any period as a result of si	ling any provision of tuations or circumstance	GS-PAC, the District do ces beyond the control of	es not guarantee that the District.
4.	Any assignment by Customer, volu- be void without District's prior writt		rights under GS-PAC, o	or any rights or duties ac	crued hereunder, shall
5.	This Application, together with appl understanding between the parties be effective unless in writing and si	hereto as to the subject n			
6.	Term of Agreement: Rate Schedul of said Rate Schedule.	e GS-PAC shall be effective	e in accordance with th	e following as described	in Special Provision 1.2
Date Ap	proved by the District: $7/31/$	0(			
Custon	er		Modesto Irrigat	ion District	
>		0	Queb	VIAN	
Signatu	an D. Harry	<u>X</u>	Signature	, ,	
	me D Hau	gh	Jack / Print Name	KRIEG	
	Juditor - Co.t.	-oller	Major A	ICCOUNT RE	presentat 114
					•
<b></b>	lanuary 1, 2001, with specific periods to be deter			· · · · · · · · · · · · · · · · · · ·	

Modesto Irrigation District

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Page 1 of 4



# Applicability

This Schedule is applicable to District qualified local public agencies within customer dasses GS-1, GS-2, GS-3, GS-TOU, SL, FL and municipal pumping. Local municipal agencies include City and County Governments, School Districts, and Special Districts. Prior to the provision of service hereunder, the customer shall be required to apply for GS-PAC, Public Agency Contract Rate, (hereinafter, "Application for Service") on the form prescribed in the General Terms and Conditions and Special Provisions which may be modified by the District from time to time.

# Character of Service

Alternating current at a frequency of approximately 60 Hertz: 120 volts, 120/208 volts or 120/240 volts, single phase or 240 volts, 240/120 volts, 208Y/120 volts, 460Y/277 volts, 480 volts, 4,160 volts, 12,000 volts, 17,200 volts, 69,000 volts or 115,000 volts three phase, where and to the extent available, at the option of the District.

# Territory Served

The entire area within the Modesto Irrigation District electric service boundary or any other area served by Modesto Irrigation District pursuant to the laws of the State of California and the District's Rules and Regulations for Electric Service.

## Monthly Rates

The following discounts apply to the customer's total bundled bill.

GS-1	
GS-2	
GS-3	
GS-TOU	
SL	
FL	
P-3	

# Special Provisions

All Special Provisions set forth within the customer's applicable rate class remain effective, and shall include the following:

- 1. Term and Termination
  - 1.1 Customer Option 1 (Automatic Renewal)<sup>1</sup>

Term of contract between customer and the District is for a period of five (5) consecutive years. Service under this Rate shall be terminable by the customer in accordance with the following:

- 1.1.1 In January and February of any year, customer may notify the District in writing that it intends to terminate GS-PAC service or switch to another District Rate Schedule currently being offered.
- 1.1.2 Termination pursuant to such notice shall be effective on the fifth December 31 following such notice (for example, notice given on January 15, 1998, would result in termination of service on December 31, 2002).
- 1.1.3 Customer may also provide written notice of its intent to terminate service at any other time of year. In such case, the notice will be deemed to have been given during the next succeeding January (for example, notice given on October 1, 1998, would result in termination of service on December 31, 2003).

### 1.2 Customer Option 2 (Fixed Term)

The term of this Agreement shall commence on the first day of the first month following District's approval of customer's application and terminate five (5) years from that date. Customer shall have the option of extending this Agreement for an additional twelve (12) month term upon written notice to the District in the fourth year of the Agreement. In such event, the discount shall be based on the applicable Rate Schedule In effect during the extended term.

<sup>&</sup>lt;sup>1</sup> Service under this term provision is dosed for new sign-ups on January 1, 2001. These customers that signed up for this term provision prior to January 1, 2001, will continue to be subject to this term provision.

### 1.3 Termination by the District

ID Irrigation

The District may terminate this GS-PAC Rate to customers then receiving service under this GS-PAC Rate on not less than five years' written notice, provided that if the District so terminates this Rate, it may at the same time immediately discontinue offering this GS-PAC Rate to customers not then receiving such service.

### 2. Air Conditioning Controlled Load Service (S.T.E.P.)<sup>2</sup>

Service under this Schedule is provided to customers who have District-controlled electric central refrigerative air conditioning which, in the opinion of the District, is suitable for controlled service.

#### 2.1 Written Consent

Service under this Schedule shall be provided only upon the written consent of the customer. If the customer is other than the landowner and the owner of the air conditioning equipment, the customer shall obtain the permission and authorization of the landowner and owner of the equipment to apply for and take service under this Rate Schedule, and to make the grants required hereunder to the District. Written consent to retain service under this Schedule shall be obtained from new customers and owners within thirty (30) days after such service is established at locations where control equipment is in place.

#### 2.2 Control Period

Air conditioning cycling control will be accomplished between the hours of 8:30 a.m. and 10:30 p.m. by interruption of controlled air conditioners for a period not to average more than 10 minutes nor exceed 12 minutes each half-hour. Air conditioners will not be interrupted on Sundays except as noted in Special Provision 2.7.

#### 2.3 Rate Discount

The following discount will commence with the first billing period (May through September, inclusive) after the District control equipment is installed on the customer's air conditioning equipment. The discount is per ton of controlled air conditioner capacity, as determined by the District. Under no circumstance shall the monthly commercial S.T.E.P. credit exceed the monthly energy charge.

#### May 1 to September 30:

Discount per Account per Month

Central Air Conditioning Cycling ....... \$ 2.00 per ton of controlled A/C capacity

### 2.4 Discount Billing Period

The control discount for central air conditioning is in effect for five (5) consecutive summer billing periods beginning with the May billing period.

### 2.5 Suitable Equipment

Controlled loads will be limited to permanently installed electric central refrigerative air conditioning equipment served from a branch circuit(s) exclusively devoted to such loads. Air conditioning equipment must have a compatible low voltage control circuit, control energy source, and accessible control equipment mounting location as determined by the District.

### 2.6 Multiple Central Air Conditioning Units

Electric central refrigerative air conditioning systems equipped with more than two compressor units require the installation of District control equipment on two-thirds of total air conditioning capacity. If there are two compressor units, both must be under load control.

### 2.7 Emergency Control

All controllable loads shall be subject to curtailment when, in the District's sole judgment, its generation and purchase capacity or energy resources, transmission capacity, or any combination of these is needed to meet the demands of its other customers and to prevent an otherwise avoidable outage. Emergency control under these circumstances may exceed the restrictions of Special Provision 2.2.

### 2.8 Installation, Maintenance and Removal

Control mechanisms and associated equipment will be installed, tested, and maintained at the direction of the District at locations selected by the District and at no expense to the customer. Upon termination of this Schedule with respect to any customer, all wiring will be returned to normal operating conditions at the District's expense.

## 3. Convertibility

Customer shall have the option to convert to another Contract in accordance with the full terms and conditions as set forth in the applicable Rate Schedule.

<sup>2</sup> S.T.E.P. service under this Schedule is re-opened for new sign-ups effective January 1, 2001, and will remain open subject to the availability of load control equipment in the District's Inventory. The District may terminate acceptance of new sign-ups without further notice if it determines that its inventory of load control equipment is or will be fully utilized.

Water and Power

#### Page 3 of 4

#### 4. Application

The customer shall complete an application for service which shall identify the customer's applicable Rate Schedule(s). The GS-PAC Rate is available only upon execution of the customer's application and acceptance by the District.

### 5. Adjustments

The rates and charges as specified in Monthly Rates and in Special Provisions set forth in the customer Rate Schedule(s) are the maximum rates and charges for the specified calendar year.

Notwithstanding the foregoing, the District also reserves the right, at any time, to adjust, either upward or downward, or eliminate rates and discounts contained in Special Provisions within each applicable Rate Schedule.

#### 6. Proration

When a customer switches from another rate schedule to this Rate Schedule, the customer's demand charge and customer charge shall be prorated for the period between the last full billing period and the commencement of the applicability of this Rate Schedule.

#### 7. Rules and Regulations

Service under this Schedule is subject to the District's Rules and Regulations for Electric Service.





			2001 Ap	plication for	Service			
				ate Schedule		,		
					~			
1.	Salida Lightin					20		(hereinafter
	"Customer"), mailing requests the District	g address <u>P.O.</u> t to provide electri	C service to Cus	tomer for account	s receiving	/() service under the	following Rate Sci	hereby
	GS-1	GS-2	GS-3	GS-TOU	XsL	FL	P-3	
	Electric service to b (GS-PAC), as such r and by this reference	ules and Schedule	now exist or m	nce with the Dist nay hereafter be a	rict's Electric amended or s	Service Rules and superseded. A co	f Electric Rate Sc py of GS-PAC is a	nedule GS-PAC ttached hereto
2.	Each party shall d employees, represe attorney fees and e hereto, or damage obligations of the Ir	ntatives and agen expenses) and/or to any property, i	ts, and each of daims resulting nduding the pro	them, from and a from the death operty of either p	gainst any a or injury to arty hereto,	and all liabilities, k any person, inclu	osses, damages, c iding employees	osts (including of either party
	Customer shall be r suffered by the Dist	esponsible, and s net as a direct or	hall upon demai indirect result o	nd reimburse the f Customer's failu	District pror	nptly, for any pro	perty damage, los f GS-PAC.	s or detriment
3.	The District is not interruptions may n	a guarantor of p ot occur during ar	ower and, not ny period as a re	withstanding any soult of situations	provision o or circumsta	of GS-PAC, the D ances beyond the	istrict does not g control of the Dist	juarantee that
4.	Any assignment by be void without Dis	Customer, volunt trict's prior writter	ary or involunta 1 consent.	ry, of its rights u	nder GS-PAC	), or any rights or	duties accrued he	ereunder, shall
5.	This Application, to understanding betw be effective unless	veen the parties h	ereto as to the :	subject matter he	d GS-PAC, ca reof, and no	changes, alteration	, only and entire a ons or modificatio	agreement and ns hereof shall
6.	Term of Agreement of said Rate Schedu		GS-PAC shall be	effective in acco	rdance with	the following as d	lescribed in Specia	al Provision 1.2
Date Ap;	proved by the District	= <u>_7/3i/</u> e	5/					
Custom	er			Mo	desto Irrig	ation District		
	Lang I	Han	l		Jack	Krief		
Signatur	e ()	<u> </u>	;	Sig	nature			
L Print Na	arry I	) Hav	gh		Tack nt Name	KRIE	9	
A	uditor-	Contr	oller	- M	aior	ACCOUM	JT RPDRE	sentat
Title				Tit	le V			
L		r periods to be determine						

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Modesto Irrigation District

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# Modesto Irrigation District

# Applicability

This Schedule is applicable to District qualified local public agencies within customer dasses GS-1, GS-2, GS-3, GS-TOU, SL, FL and municipal pumping. Local municipal agencies include City and County Governments, School Districts, and Special Districts. Prior to the provision of service hereunder, the customer shall be required to apply for GS-PAC, Public Agency Contract Rate, (hereinafter, "Application for Service") on the form prescribed in the General Terms and Conditions and Special Provisions which may be modified by the District from time to time.

# Character of Service

Alternating current at a frequency of approximately 60 Hertz: 120 volts, 120/208 volts or 120/240 volts, single phase or 240 volts, 240/120 volts, 208Y/120 volts, 480Y/277 volts, 480 volts, 4,160 volts, 12,000 volts, 17,200 volts, 69,000 volts or 115,000 volts three phase, where and to the extent available, at the option of the District.

# **Territory Served**

The entire area within the Modesto Irrigation District electric service boundary or any other area served by Modesto Irrigation District pursuant to the laws of the State of California and the District's Rules and Regulations for Electric Service.

# Monthly Rates

The following discounts apply to the customer's total bundled bill.

GS-1	
GS-2	
GS-3	
GS-TOU	
SL	
FL	
P-3	

# Special Provisions

All Special Provisions set forth within the customer's applicable rate class remain effective, and shall include the following:

## 1. Term and Termination

### 1.1 Customer Option 1 (Automatic Renewal)<sup>1</sup>

Term of contract between customer and the District is for a period of five (5) consecutive years. Service under this Rate shall be terminable by the customer in accordance with the following:

- 1.1.1 In January and February of any year, customer may notify the District in writing that it intends to terminate GS-PAC service or switch to another District Rate Schedule currently being offered.
- 1.1.2 Termination pursuant to such notice shall be effective on the fifth December 31 following such notice (for example, notice given on January 15, 1998, would result in termination of service on December 31, 2002).
- 1.1.3 Customer may also provide written notice of its intent to terminate service at any other time of year. In such case, the notice will be deemed to have been given during the next succeeding January (for example, notice given on October 1, 1998, would result in termination of service on December 31, 2003).

### 1.2 Customer Option 2 (Fixed Term)

The term of this Agreement shall commence on the first day of the first month following District's approval of customer's application and terminate five (5) years from that date. Customer shall have the option of extending this Agreement for an additional twelve (12) month term upon written notice to the District in the fourth year of the Agreement. In such event, the discount shall be based on the applicable Rate Schedule in effect during the extended term.

<sup>&</sup>lt;sup>1</sup> Service under this term provision is closed for new sign-ups on January 1, 2001. These customers that signed up for this term provision prior to January 1, 2001, will continue to be subject to this term provision.

### 1.3 Termination by the District

The District may terminate this GS-PAC Rate to customers then receiving service under this GS-PAC Rate on not less than five years' written notice, provided that if the District so terminates this Rate, it may at the same time immediately discontinue offering this GS-PAC Rate to customers not then receiving such service.

## 2. Air Conditioning Controlled Load Service (S.T.E.P.)<sup>2</sup>

Service under this Schedule is provided to customers who have District-controlled electric central refrigerative air conditioning which, in the opinion of the District, is suitable for controlled service.

#### 2.1 Written Consent

Service under this Schedule shall be provided only upon the written consent of the customer. If the customer is other than the landowner and the owner of the air conditioning equipment, the customer shall obtain the permission and authorization of the landowner and owner of the equipment to apply for and take service under this Rate Schedule, and to make the grants required hereunder to the District. Written consent to retain service under this Schedule shall be obtained from new customers and owners within thirty (30) days after such service is established at locations where control equipment is in place.

#### 2.2 Control Period

Air conditioning cycling control will be accomplished between the hours of 8:30 a.m. and 10:30 p.m. by interruption of controlled air conditioners for a period not to average more than 10 minutes nor exceed 12 minutes each half-hour. Air conditioners will not be interrupted on Sundays except as noted in Special Provision 2.7.

#### 2.3 Rate Discount

The following discount will commence with the first billing period (May through September, inclusive) after the District control equipment is installed on the customer's air conditioning equipment. The discount is per ton of controlled air conditioner capacity, as determined by the District. Under no circumstance shall the monthly commercial S.T.E.P. credit exceed the monthly energy charge.

#### May 1 to September 30:

Discount per Account per Month

Central Air Conditioning Cycling ...... \$ 2.00 per ton of controlled A/C capacity

#### 2.4 Discount Billing Period

The control discount for central air conditioning is in effect for five (5) consecutive summer billing periods beginning with the May billing period.

#### 2.5 Suitable Equipment

Controlled loads will be limited to permanently installed electric central refrigerative air conditioning equipment served from a branch circuit(s) exclusively devoted to such loads. Air conditioning equipment must have a compatible low voltage control circuit, control energy source, and accessible control equipment mounting location as determined by the District.

#### 2.6 Multiple Central Air Conditioning Units

Electric central refrigerative air conditioning systems equipped with more than two compressor units require the installation of District control equipment on two-thirds of total air conditioning capacity. If there are two compressor units, both must be under load control.

#### 2.7 Emergency Control

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### 2.8 Installation, Maintenance and Removal

Control mechanisms and associated equipment will be installed, tested, and maintained at the direction of the District at locations selected by the District and at no expense to the customer. Upon termination of this Schedule with respect to any customer, all wiring will be returned to normal operating conditions at the District's expense.

## 3. Convertibility

Customer shall have the option to convert to another Contract in accordance with the full terms and conditions as set forth in the applicable Rate Schedule.

<sup>2</sup> S.T.E.P. service under this Schedule is re-opened for new sign-ups effective January 1, 2001, and will remain open subject to the availability of load control equipment in the District's Inventory. The District may terminate acceptance of new sign-ups without further notice if it determines that its inventory of load control equipment is or will be fully utilized.

# Modesto Irrigation District

# Electric Rate Schedule GS-PAC Public Agency Contract Rate

### Page 3 of 4

### 4. Application

The customer shall complete an application for service which shall identify the customer's applicable Rate Schedule(s). The GS-PAC Rate is available only upon execution of the customer's application and acceptance by the District.

### 5. Adjustments

The rates and charges as specified in Monthly Rates and in Special Provisions set forth in the customer Rate Schedule(s) are the maximum rates and charges for the specified calendar year.

Notwithstanding the foregoing, the District also reserves the right, at any time, to adjust, either upward or downward, or eliminate rates and discounts contained in Special Provisions within each applicable Rate Schedule.

### 6. Proration

When a customer switches from another rate schedule to this Rate Schedule, the customer's demand charge and customer charge shall be prorated for the period between the last full billing period and the commencement of the applicability of this Rate Schedule.

### 7. Rules and Regulations

Service under this Schedule is subject to the District's Rules and Regulations for Electric Service.

Electric	Rate	Sche	dule	GS-	PAC
F	Public .	Agency	Cont	ract	Rate

P	ac	e	4	of	4

	Modesto Irrigation	Electric Rate Schedule GS Public Agency Contrac	
ater and		Page	e 4 of 4
	2001 Application f Electric Rate Schede		
1.	Sylvan Village #2 Lighting District, c/o Auditor-C "Customer"), mailing address <u>P.O. Box 770, Modesto CA</u> requests the District to provide electric service to Customer for acco		reinafter hereby
	GS-1GS-2GS-3GS-TOU	XSLFLP-3	(
•	Electric service to be provided under and in accordance with the D (GS-PAC), as such rules and Schedule now exist or may hereafter b and by this reference incorporated herein.	istrict's Electric Service Rules and Electric Rate Schedule e amended or superseded. A copy of GS-PAC is attached	GS-PAC d hereto
2.	Each party shall defend, indemnify and hold harmless, the oth employees, representatives and agents, and each of them, from an attorney fees and expenses) and/or claims resulting from the dea hereto, or damage to any property, including the property of eithe obligations of the Indemnifying Party under GS-PAC or this Applicat	d against any and all liabilities, losses, damages, costs (ii th or injury to any person, including employees of eith r party hereto, resulting from the neoligence of or bread	nduðing er partv
	Customer shall be responsible, and shall upon demand reimburse t suffered by the District as a direct or indirect result of Customer's fa	he District promptly, for any property damage, loss or de illure to comply with the terms of GS-PAC.	etriment
3.	The District is not a guarantor of power and, notwithstanding a interruptions may not occur during any period as a result of situation	any provision of GS-PAC, the District does not guarant ns or circumstances beyond the control of the District.	tee that
4.	Any assignment by Customer, voluntary or involuntary, of its right be void without District's prior written consent.	s under GS-PAC, or any rights or duties accrued hereund	er, shall
5.	This Application, together with applicable Electric Rate Schedule(s) understanding between the parties hereto as to the subject matter be effective unless in writing and signed by both parties.	and GS-PAC, constitutes the sole, only and entire agreen hereof, and no changes, alterations or modifications her	nent and eof shall
6.	Term of Agreement: Rate Schedule GS-PAC shall be effective in a of said Rate Schedule.	cordance with the following as described in Special Provi	ision 1.2
Date Ac	oproved by the District: 7/31/01		
		· •	
Custor	ner 1	fodesto Irrigation District	
Signatu	Lan Ditaugh	Jack Krieg	
Jighatu	Larry D Haugh	Jack KRIEG	
Print Na	ame /	Print Name	í 1
/ Title	Auditor-Controller	Major Account Represen	stat

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Page 1 of 4

## Applicability

This Schedule is applicable to District qualified local public agencies within customer classes GS-1, GS-2, GS-3, GS-TOU, SL, FL and municipal pumping. Local municipal agencies include City and County Governments, School Districts, and Special Districts. Prior to the provision of service hereunder, the customer shall be required to apply for GS-PAC, Public Agency Contract Rate, (hereinafter, "Application for Service") on the form prescribed in the General Terms and Conditions and Special Provisions which may be modified by the District from time to time.

## Character of Service

Alternating current at a frequency of approximately 60 Hertz: 120 volts, 120/208 volts or 120/240 volts, single phase or 240 volts, 240/120 volts, 208Y/120 volts, 480Y/277 volts, 480 volts, 4,160 volts, 12,000 volts, 17,200 volts, 69,000 volts or 115,000 volts three phase, where and to the extent available, at the option of the District.

## **Territory Served**

The entire area within the Modesto Irrigation District electric service boundary or any other area served by Modesto Irrigation District pursuant to the laws of the State of California and the District's Rules and Regulations for Electric Service.

# **Monthly Rates**

The following discounts apply to the customer's total bundled bill.

Modesto Irrigation

GS-1	
GS-2	
GS-3	
GS-TOU	
SL	
FL	
P-3	

# **Special Provisions**

All Special Provisions set forth within the customer's applicable rate class remain effective, and shall include the following:

### 1. Term and Termination

1.1 Customer Option 1 (Automatic Renewal)<sup>1</sup>

Term of contract between customer and the District is for a period of five (5) consecutive years. Service under this Rate shall be terminable by the customer in accordance with the following:

- 1.1.1 In January and February of any year, customer may notify the District in writing that it intends to terminate GS-PAC service or switch to another District Rate Schedule currently being offered.
- 1.1.2 Termination pursuant to such notice shall be effective on the fifth December 31 following such notice (for example, notice given on January 15, 1998, would result in termination of service on December 31, 2002).
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- 1.2 Customer Option 2 (Fixed Term)

The term of this Agreement shall commence on the first day of the first month following District's approval of customer's application and terminate five (5) years from that date. Customer shall have the option of extending this Agreement for an additional twelve (12) month term upon written notice to the District in the fourth year of the Agreement. In such event, the discount shall be based on the applicable Rate Schedule in effect during the extended term.

<sup>&</sup>lt;sup>1</sup> Service under this term provision is closed for new sign-ups on January 1, 2001. Those customers that signed up for this term provision prior to January 1, 2001, will continue to be subject to this term provision.



#### Termination by the District 1.3

The District may terminate this GS-PAC Rate to customers then receiving service under this GS-PAC Rate on not less than five years' written notice, provided that if the District so terminates this Rate, it may at the same time immediately discontinue offering this GS-PAC Rate to customers not then receiving such service.

#### Air Conditioning Controlled Load Service (S.T.E.P.)<sup>2</sup> 2.

Service under this Schedule is provided to customers who have District-controlled electric central refrigerative air conditioning which, in the opinion of the District, is suitable for controlled service.

#### Written Consent 2.1

MD

Service under this Schedule shall be provided only upon the written consent of the customer. If the customer is other than the landowner and the owner of the air conditioning equipment, the customer shall obtain the permission and authorization of the landowner and owner of the equipment to apply for and take service under this Rate Schedule, and to make the grants required hereunder to the District. Written consent to retain service under this Schedule shall be obtained from new customers and owners within thirty (30) days after such service is established at locations where control equipment is in place.

#### **Control Period** 2.2

Air conditioning cycling control will be accomplished between the hours of 8:30 a.m. and 10:30 p.m. by interruption of controlled air conditioners for a period not to average more than 10 minutes nor exceed 12 minutes each half-hour. Air conditioners will not be interrupted on Sundays except as noted in Special Provision 2.7.

#### 2.3 **Rate Discount**

The following discount will commence with the first billing period (May through September, inclusive) after the District control equipment is installed on the customer's air conditioning equipment. The discount is per ton of controlled air conditioner capacity, as determined by the District. Under no circumstance shall the monthly commercial S.T.E.P. credit exceed the monthly energy charge.

#### May 1 to September 30:

Discount per Account per Month Central Air Conditioning Cycling ....... \$ 2.00 per ton of controlled A/C capacity

#### 2.4 **Discount Billing Period**

The control discount for central air conditioning is in effect for five (5) consecutive summer billing periods beginning with the May billing period.

#### 2.5 Suitable Equipment

Controlled loads will be limited to permanently installed electric central refrigerative air conditioning equipment served from a branch circuit(s) exclusively devoted to such loads. Air conditioning equipment must have a compatible low voltage control circuit, control energy source, and accessible control equipment mounting location as determined by the District.

#### 2.6 Multiple Central Air Conditioning Units

Electric central refrigerative air conditioning systems equipped with more than two compressor units require the installation of District control equipment on two-thirds of total air conditioning capacity. If there are two compressor units, both must be under load control.

#### 2.7 Emergency Control

All controllable loads shall be subject to curtailment when, in the District's sole judgment, its generation and purchase capacity or energy resources, transmission capacity, or any combination of these is needed to meet the demands of its other customers and to prevent an otherwise avoidable outage. Emergency control under these circumstances may exceed the restrictions of Special Provision 2.2.

#### 2.8 Installation, Maintenance and Removal

Control mechanisms and associated equipment will be installed, tested, and maintained at the direction of the District at locations selected by the District and at no expense to the customer. Upon termination of this Schedule with respect to any customer, all wiring will be returned to normal operating conditions at the District's expense.

#### 3. Convertibility

Customer shall have the option to convert to another Contract in accordance with the full terms and conditions as set forth in the applicable Rate Schedule.

<sup>2</sup> S.T.E.P. service under this Schedule Is re-opened for new sign-ups effective January 1, 2001, and will remain open subject to the availability of load control equipment in the District's Inventory. The District may terminate acceptance of new sign-ups without further notice if it determines that its inventory of load control equipment is or will be fully utilized.

Page 3 of 4

4. Application

The customer shall complete an application for service which shall identify the customer's applicable Rate Schedule(s). The GS-PAC Rate is available only upon execution of the customer's application and acceptance by the District.

#### 5. Adjustments

The rates and charges as specified in Monthly Rates and in Special Provisions set forth in the customer Rate Schedule(s) are the maximum rates and charges for the specified calendar year.

Notwithstanding the foregoing, the District also reserves the right, at any time, to adjust, either upward or downward, or eliminate rates and discounts contained in Special Provisions within each applicable Rate Schedule.

#### 6. Proration

When a customer switches from another rate schedule to this Rate Schedule, the customer's demand charge and customer charge shall be prorated for the period between the last full billing period and the commencement of the applicability of this Rate Schedule.

### 7. Rules and Regulations

Service under this Schedule is subject to the District's Rules and Regulations for Electric Service.

	Modesto Irrigation	Electric Rate Schedule GS-PAC Public Agency Contract Rate
Nater and	District	Page 4 of 4
	2001 Application for Electric Rate Schedul	
1.	<u>North McHenry Lighting District, c/o Auditor-Cont</u> "Customer"), mailing address <u>p.O. Box 770, Modesto CA</u> requests the District to provide electric service to Customer for account	roller's Office (hereinafter 95353-0770 hereby hts receiving service under the following Rate Schedule(s):
	_GS-1 _GS-2 _GS-3 _GS-TOU	<b>≰</b> SLFLP-3
	Electric service to be provided under and in accordance with the Dist (GS-PAC), as such rules and Schedule now exist or may hereafter be and by this reference incorporated herein.	
2.	Each party shall defend, indemnify and hold harmless, the other employees, representatives and agents, and each of them, from and attorney fees and expenses) and/or daims resulting from the death hereto, or damage to any property, including the property of either obligations of the Indemnifying Party under GS-PAC or this Application	against any and all liabilities, losses, damages, costs (including or injury to any person, including employees of either party party hereto, resulting from the negligence of or breach of the
	Customer shall be responsible, and shall upon demand reimburse the suffered by the District as a direct or indirect result of Customer's fail	
3.	The District is not a guarantor of power and, notwithstanding an interruptions may not occur during any period as a result of situation	
4.	Any assignment by Customer, voluntary or involuntary, of its rights to be void without District's prior written consent.	under GS-PAC, or any rights or duties accrued hereunder, shall
5.	This Application, together with applicable Electric Rate Schedule(s) as understanding between the parties hereto as to the subject matter h be effective unless in writing and signed by both parties.	
6.	Term of Agreement: Rate Schedule GS-PAC shall be effective in acc of said Rate Schedule.	ordance with the following as described in Special Provision 1.2
Date Ap	pproved by the District: $\frac{7/31/61}{}$	
Currie -	· · ·	
Custon	Lan D. Havel	Jack Kulg
Signatu		TOCK KDIPG
Print Na	ame D/Jaugh Pr	int Name
Title	Auditor-Gatroller 1	najor Account Representation
1		

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Page 1 of 4

# Applicability

This Schedule is applicable to District qualified local public agencies within customer classes GS-1, GS-2, GS-3, GS-TOU, SL, FL and municipal pumping. Local municipal agencies include City and County Governments, School Districts, and Special Districts. Prior to the provision of service hereunder, the customer shall be required to apply for GS-PAC, Public Agency Contract Rate, (hereinafter, "Application for Service") on the form prescribed in the General Terms and Conditions and Special Provisions which may be modified by the District from time to time.

# Character of Service

Modesto Irrigation

Alternating current at a frequency of approximately 60 Hertz: 120 volts, 120/208 volts or 120/240 volts, single phase or 240 volts, 240/120 volts, 208Y/120 volts, 480Y/277 volts, 480 volts, 4,160 volts, 12,000 volts, 17,200 volts, 69,000 volts or 115,000 volts three phase, where and to the extent available, at the option of the District.

# **Territory Served**

The entire area within the Modesto Irrigation District electric service boundary or any other area served by Modesto Irrigation District pursuant to the laws of the State of California and the District's Rules and Regulations for Electric Service.

# **Monthly Rates**

The following discounts apply to the customer's total bundled bill.

GS-1	10% discount
GS-2	10% discount
GS-3	10% discount
GS-TOU	
SL	10% discount
FL	10% discount
P-3	10% discount

# **Special Provisions**

All Special Provisions set forth within the customer's applicable rate class remain effective, and shall include the following:

## 1. Term and Termination

1.1 Customer Option 1 (Automatic Renewal)<sup>1</sup>

Term of contract between customer and the District is for a period of five (5) consecutive years. Service under this Rate shall be terminable by the customer in accordance with the following:

- 1.1.1 In January and February of any year, customer may notify the District in writing that it intends to terminate GS-PAC service or switch to another District Rate Schedule currently being offered.
- 1.1.2 Termination pursuant to such notice shall be effective on the fifth December 31 following such notice (for example, notice given on January 15, 1998, would result in termination of service on December 31, 2002).
- 1.1.3 Customer may also provide written notice of its intent to terminate service at any other time of year. In such case, the notice will be deemed to have been given during the next succeeding January (for example, notice given on October 1, 1998, would result in termination of service on December 31, 2003).

### 1.2 Customer Option 2 (Fixed Term)

The term of this Agreement shall commence on the first day of the first month following District's approval of customer's application and terminate five (5) years from that date. Customer shall have the option of extending this Agreement for an additional twelve (12) month term upon written notice to the District in the fourth year of the Agreement. In such event, the discount shall be based on the applicable Rate Schedule in effect during the extended term.

<sup>1</sup> Service under this term provision is closed for new sign-ups on January 1, 2001. Those customers that signed up for this term provision prior to January 1, 2001, will continue to be subject to this term provision.

# Modesto Irrigation District

## Electric Rate Schedule GS-PAC Public Agency Contract Rate

Page 2 of 4

### 1.3 Termination by the District

The District may terminate this GS-PAC Rate to customers then receiving service under this GS-PAC Rate on not less than five years' written notice, provided that if the District so terminates this Rate, it may at the same time immediately discontinue offering this GS-PAC Rate to customers not then receiving such service.

### 2. Air Conditioning Controlled Load Service (S.T.E.P.)<sup>2</sup>

Service under this Schedule is provided to customers who have District-controlled electric central refrigerative air conditioning which, in the opinion of the District, is suitable for controlled service.

#### 2.1 Written Consent

Service under this Schedule shall be provided only upon the written consent of the customer. If the customer is other than the landowner and the owner of the air conditioning equipment, the customer shall obtain the permission and authorization of the landowner and owner of the equipment to apply for and take service under this Rate Schedule, and to make the grants required hereunder to the District. Written consent to retain service under this Schedule shall be obtained from new customers and owners within thirty (30) days after such service is established at locations where control equipment is in place.

#### 2.2 Control Period

Air conditioning cycling control will be accomplished between the hours of 8:30 a.m. and 10:30 p.m. by interruption of controlled air conditioners for a period not to average more than 10 minutes nor exceed 12 minutes each half-hour. Air conditioners will not be interrupted on Sundays except as noted in Special Provision 2.7.

#### 2.3 Rate Discount

The following discount will commence with the first billing period (May through September, inclusive) after the District control equipment is installed on the customer's air conditioning equipment. The discount is per ton of controlled air conditioner capacity, as determined by the District. Under no circumstance shall the monthly commercial S.T.E.P. credit exceed the monthly energy charge.

### May 1 to September 30:

Discount per Account per Month

Central Air Conditioning Cycling ...... \$ 2.00 per ton of controlled A/C capacity

### 2.4 Discount Billing Period

The control discount for central air conditioning is in effect for five (5) consecutive summer billing periods beginning with the May billing period.

### 2.5 Suitable Equipment

Controlled loads will be limited to permanently installed electric central refrigerative air conditioning equipment served from a branch circuit(s) exclusively devoted to such loads. Air conditioning equipment must have a compatible low voltage control circuit, control energy source, and accessible control equipment mounting location as determined by the District.

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All controllable loads shall be subject to curtailment when, in the District's sole judgment, its generation and purchase capacity or energy resources, transmission capacity, or any combination of these is needed to meet the demands of its other customers and to prevent an otherwise avoidable outage. Emergency control under these circumstances may exceed the restrictions of Special Provision 2.2.

### 2.8 Installation, Maintenance and Removal

Control mechanisms and associated equipment will be installed, tested, and maintained at the direction of the District at locations selected by the District and at no expense to the customer. Upon termination of this Schedule with respect to any customer, all wiring will be returned to normal operating conditions at the District's expense.

## 3. Convertibility

Customer shall have the option to convert to another Contract in accordance with the full terms and conditions as set forth in the applicable Rate Schedule.

<sup>&</sup>lt;sup>2</sup> S.T.E.P. service under this Schedule Is re-opened for new sign-ups effective January 1, 2001, and will remain open subject to the availability of load control equipment in the District's Inventory. The District may terminate acceptance of new sign-ups without further notice if it determines that its inventory of load control equipment is or will be fully utilized.

# Modesto Irrigation District

# Electric Rate Schedule GS-PAC Public Agency Contract Rate

Page 3 of 4

## 4. Application

The customer shall complete an application for service which shall identify the customer's applicable Rate Schedule(s). The GS-PAC Rate is available only upon execution of the customer's application and acceptance by the District.

## 5. Adjustments

The rates and charges as specified in Monthly Rates and in Special Provisions set forth in the customer Rate Schedule(s) are the maximum rates and charges for the specified calendar year.

Notwithstanding the foregoing, the District also reserves the right, at any time, to adjust, either upward or downward, or eliminate rates and discounts contained in Special Provisions within each applicable Rate Schedule.

### 6. Proration

When a customer switches from another rate schedule to this Rate Schedule, the customer's demand charge and customer charge shall be prorated for the period between the last full billing period and the commencement of the applicability of this Rate Schedule.

### 7. Rules and Regulations

Service under this Schedule Is subject to the District's Rules and Regulations for Electric Service.

Watter and	Modesto Irrigation District	Electric Rate Schedule GS-PAC Public Agency Contract Rate Page 4 of 4			
	2001 Application Electric Rate Schee				
1.	Riverview Lighting & Landscape District, c/o Pu "Customer", mailing address <u>1010 10<sup>th</sup> Street</u> , Suite 350	0. Modesto CA 95354 (nereinarter			
	requests the District to provide electric service to Customer for ac	counts receiving service under the following Rate Schedule(s):			
	GS-1GS-2GS-3GS-TOU Electric service to be provided under and in accordance with the (GS-PAC), as such rules and Schedule now exist or may hereafter and by this reference incorporated herein.	District's Electric Service Rules and Electric Rate Schedule GS-PAC			
2.	Each party shall defend, indemnify and hold harmless, the of employees, representatives and agents, and each of them, from a attorney fees and expenses) and/or daims resulting from the d hereto, or damage to any property, including the property of eith obligations of the Indemnifying Party under GS-PAC or this Applic	and against any and all liabilities, losses, damages, costs (including eath or injury to any person, including employees of either party her party hereto, resulting from the negligence of or breach of the			
	Customer shall be responsible, and shall upon demand reimburse suffered by the District as a direct or indirect result of Customer's	e the District promptly, for any property damage, loss or detriment failure to comply with the terms of GS-PAC.			
3.	The District is not a guarantor of power and, notwithstanding interruptions may not occur during any period as a result of situal	any provision of GS-PAC, the District does not guarantee that tions or circumstances beyond the control of the District.			
4.	Any assignment by Customer, voluntary or involuntary, of its right be void without District's prior written consent.	nts under GS-PAC, or any rights or duties accrued hereunder, shall			
5.	This Application, together with applicable Electric Rate Schedule(s) and GS-PAC, constitutes the sole, only and entire agreement and understanding between the parties hereto as to the subject matter hereof, and no changes, alterations or modifications hereof shall be effective unless in writing and signed by both parties.				
6.	Term of Agreement: Rate Schedule GS-PAC shall be effective in of said Rate Schedule.	accordance with the following as described in Special Provision 1.2			
Date Ap	Date Approved by the District: $\frac{7/31/01}{2}$				
Custon	her	Modesto Irrigation District			
Signature Jack Krieg					
Larry D Haugh Print Name Jack KRIEg Print Name					
Title	uditor - Controller	Major Account Representative			
L					

Effective January 1, 2001 with specific periods in he determined by another