

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
ACTION AGENDA SUMMARY

DEPT: AUDITOR-CONTROLLER

BOARD AGENDA # *B-2

Urgent _____ Routine X

AGENDA DATE July 31, 2001

CEO Concurs with Recommendation YES NO _____
(Information Attached)

4/5 Vote Required YES _____ NO X

SUBJECT: 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.

STAFF RECOMMENDATIONS:

1. 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.
2. AUTHORIZE THE AUDITOR-CONTROLLER TO SIGN THE 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

FISCAL IMPACT:

Qualified public agencies may apply to the Modesto Irrigation District for a 10% discount in their electric rates. This rate reduction will save approximately \$7,500 in the first year of implementation for all lighting districts governed by the Board of Supervisors and served by Modesto Irrigation District. This agreement commits these districts to purchase power from Modesto Irrigation District for a period of 5 years.

No. 2001-552

BOARD ACTION AS FOLLOWS:

On motion of Supervisor Blom, Seconded by Supervisor Caruso

and approved by the following vote,

Ayes: Supervisors: Mayfield, Blom, Caruso, and Chair Paul

Noes: Supervisors: None

Excused or Absent: Supervisors: Simon

Abstaining: Supervisor: None

1) X Approved as recommended

2) _____ Denied

3) _____ Approved as amended

MOTION:

DI-4-22
DL-29-A-2
DL-17-18
DL-1-24
DL-22-A-3
DL-38-5

Christine Ferraro

ATTEST: CHRISTINE FERRARO TALLMAN, Clerk By: Deputy

File No. DL-3-B-10
DL-12-13

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.



1231 Eleventh St.
 P.O. Box 4060
 Modesto, CA 95352
 (209) 526-7373

DATE	8	9	01		
	INITIAL	ACTION	WFO	✓	
AUDITOR					
ASSISTANT					
CH. DEPUTY	SJS			✓	
SECRETARY					

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.

Current high-voltage delivery Dist.



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.

- GS-1 10% discount
- GS-2 10% discount
- GS-3 10% discount
- GS-TOU 10% discount
- 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)¹

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.

¹ 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.

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

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.)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.

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.

² 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.

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 Application for Service Electric Rate Schedule GS-PAC

1. Airport Neighborhood Lighting District, c/o Auditor-Controller's Office (hereinafter "Customer"), mailing address P O Box 770 Modesto CA 95353-0770 hereby requests the District to provide electric service to Customer for accounts receiving service under the following Rate Schedule(s):

_GS-1 _GS-2 _GS-3 _GS-TOU XSL _FL _P-3

Electric service to be provided under and in accordance with the District's Electric Service Rules and Electric Rate Schedule GS-PAC (GS-PAC), as such rules and Schedule now exist or may hereafter be amended or superseded. A copy of GS-PAC is attached hereto and by this reference incorporated herein.

2. Each party shall defend, indemnify and hold harmless, the other party (the "Indemnified Party"), and its directors, officers, employees, representatives and agents, and each of them, from and against any and all liabilities, losses, damages, costs (including attorney fees and expenses) and/or claims resulting from the death or injury to any person, including employees of either party hereto, or damage to any property, including the property of either party hereto, resulting from the negligence of or breach of the obligations of the Indemnifying Party under GS-PAC or this Application.

Customer shall be responsible, and shall upon demand reimburse the District promptly, for any property damage, loss or detriment suffered by the District as a direct or indirect result of Customer's failure to comply with the terms of GS-PAC.

3. The District is not a guarantor of power and, notwithstanding any provision of GS-PAC, the District does not guarantee that interruptions may not occur during any period as a result of situations or circumstances beyond the control of the District.

4. Any assignment by Customer, voluntary or involuntary, of its rights under GS-PAC, or any rights or duties accrued hereunder, shall be void without District's prior written consent.

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 accordance with the following as described in Special Provision 1.2 of said Rate Schedule.

Date Approved by the District: 7/31/01

Customer

Modesto Irrigation District

Signature: Larry D. Haugh

Signature: Jack Krieg

Print Name: Larry D. Haugh

Print Name: JACK KRIEG

Title: Auditor-Controller

Title: Major Account Representative



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.

- GS-1 10% discount
- GS-2 10% discount
- GS-3 10% discount
- GS-TOU 10% discount
- 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)¹

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.

¹ 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.)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.

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.

<u>May 1 to September 30:</u>	<u>Discount per Account per Month</u>
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.

² 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.

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 Application for Service
Electric Rate Schedule GS-PAC

1. Empire Lighting District, c/o Auditor-Controller's Office (hereinafter "Customer"), mailing address P O Box 770, Modesto CA 95353-0770, hereby requests the District to provide electric service to Customer for accounts receiving service under the following Rate Schedule(s):

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

Electric service to be provided under and in accordance with the District's Electric Service Rules and Electric Rate Schedule GS-PAC (GS-PAC), as such rules and Schedule now exist or may hereafter be amended or superseded. A copy of GS-PAC is attached hereto and by this reference incorporated herein.

2. Each party shall defend, indemnify and hold harmless, the other party (the "Indemnified Party"), and its directors, officers, employees, representatives and agents, and each of them, from and against any and all liabilities, losses, damages, costs (including attorney fees and expenses) and/or claims resulting from the death or injury to any person, including employees of either party hereto, or damage to any property, including the property of either party hereto, resulting from the negligence of or breach of the obligations of the Indemnifying Party under GS-PAC or this Application.

Customer shall be responsible, and shall upon demand reimburse the District promptly, for any property damage, loss or detriment suffered by the District as a direct or indirect result of Customer's failure to comply with the terms of GS-PAC.

3. The District is not a guarantor of power and, notwithstanding any provision of GS-PAC, the District does not guarantee that interruptions may not occur during any period as a result of situations or circumstances beyond the control of the District.

4. Any assignment by Customer, voluntary or involuntary, of its rights under GS-PAC, or any rights or duties accrued hereunder, shall be void without District's prior written consent.

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 accordance with the following as described in Special Provision 1.2 of said Rate Schedule.

Date Approved by the District: 7/31/01

Customer

Modesto Irrigation District

Larry D. Haugh
Signature

Jack Krieg
Signature

Larry D Haugh
Print Name

Jack KRIEG
Print Name

Auditor - Controller
Title

Major Account Representative
Title



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.

- GS-110% discount
- GS-210% discount
- GS-310% discount
- GS-TOU10% discount
- SL10% discount
- FL10% discount
- P-310% 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)¹

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.
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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.

¹ 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.)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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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.

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<u>May 1 to September 30:</u>	<u>Discount per Account per Month</u>
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2.7 Emergency Control

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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.

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4. Application

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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 Application for Service
Electric Rate Schedule GS-PAC

1. Hillcrest Lighting District, c/o Auditor-Controller's Office (hereinafter "Customer"), mailing address P.O. Box 770, Modesto CA 95353-0770, hereby requests the District to provide electric service to Customer for accounts receiving service under the following Rate Schedule(s):

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

Electric service to be provided under and in accordance with the District's Electric Service Rules and Electric Rate Schedule GS-PAC (GS-PAC), as such rules and Schedule now exist or may hereafter be amended or superseded. A copy of GS-PAC is attached hereto and by this reference incorporated herein.

2. Each party shall defend, indemnify and hold harmless, the other party (the "Indemnified Party"), and its directors, officers, employees, representatives and agents, and each of them, from and against any and all liabilities, losses, damages, costs (including attorney fees and expenses) and/or claims resulting from the death or injury to any person, including employees of either party hereto, or damage to any property, including the property of either party hereto, resulting from the negligence of or breach of the obligations of the Indemnifying Party under GS-PAC or this Application.

Customer shall be responsible, and shall upon demand reimburse the District promptly, for any property damage, loss or detriment suffered by the District as a direct or indirect result of Customer's failure to comply with the terms of GS-PAC.

3. The District is not a guarantor of power and, notwithstanding any provision of GS-PAC, the District does not guarantee that interruptions may not occur during any period as a result of situations or circumstances beyond the control of the District.

4. Any assignment by Customer, voluntary or involuntary, of its rights under GS-PAC, or any rights or duties accrued hereunder, shall be void without District's prior written consent.

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 accordance with the following as described in Special Provision 1.2 of said Rate Schedule.

Date Approved by the District: 7/31/01

Customer

Modesto Irrigation District

Larry D. Haugh
Signature

Jack Krieg
Signature

Larry D Haugh
Print Name

Jack KRIEG
Print Name

Auditor-Controller
Title

MAJOR ACCOUNT REPRESENTATIVE
Title

Salida Ingles



**Modesto
Irrigation
District**

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

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.

- GS-110% discount
- GS-210% discount
- GS-310% discount
- GS-TOU10% discount
- SL10% discount
- FL10% discount
- P-310% 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)¹

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.

¹ 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.)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.

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.

<u>May 1 to September 30:</u>	<u>Discount per Account per Month</u>
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.

² 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.

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 Application for Service
Electric Rate Schedule GS-PAC**

1. Salida Lighting District, c/o Auditor-Controller's Office (hereinafter "Customer"), mailing address P.O. Box 770, Modesto, CA 95353-0770, hereby requests the District to provide electric service to Customer for accounts receiving service under the following Rate Schedule(s):

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

Electric service to be provided under and in accordance with the District's Electric Service Rules and Electric Rate Schedule GS-PAC (GS-PAC), as such rules and Schedule now exist or may hereafter be amended or superseded. A copy of GS-PAC is attached hereto and by this reference incorporated herein.

2. Each party shall defend, indemnify and hold harmless, the other party (the "Indemnified Party"), and its directors, officers, employees, representatives and agents, and each of them, from and against any and all liabilities, losses, damages, costs (including attorney fees and expenses) and/or claims resulting from the death or injury to any person, including employees of either party hereto, or damage to any property, including the property of either party hereto, resulting from the negligence of or breach of the obligations of the Indemnifying Party under GS-PAC or this Application.

Customer shall be responsible, and shall upon demand reimburse the District promptly, for any property damage, loss or detriment suffered by the District as a direct or indirect result of Customer's failure to comply with the terms of GS-PAC.

3. The District is not a guarantor of power and, notwithstanding any provision of GS-PAC, the District does not guarantee that interruptions may not occur during any period as a result of situations or circumstances beyond the control of the District.

4. Any assignment by Customer, voluntary or involuntary, of its rights under GS-PAC, or any rights or duties accrued hereunder, shall be void without District's prior written consent.

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 accordance with the following as described in Special Provision 1.2 of said Rate Schedule.

Date Approved by the District: 7/31/01

Customer

Larry D Haugh
Signature

Larry D Haugh
Print Name

Auditor-Controller
Title

Modesto Irrigation District

Jack Krieg
Signature

Jack KRIEG
Print Name

Major Account Representative
Title

Sylva Village # 2 Registry Dec



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.

- GS-110% discount
- GS-210% discount
- GS-310% discount
- GS-TOU10% discount
- SL10% discount
- FL10% discount
- P-310% 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)¹

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.

¹ 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.)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.

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.

<u>May 1 to September 30:</u>	<u>Discount per Account per Month</u>
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.

² 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.



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 Application for Service Electric Rate Schedule GS-PAC

1. Sylvan Village #2 Lighting District, c/o Auditor-Controller's Office (hereinafter "Customer"), mailing address P.O. Box 770, Modesto CA 95353-0770 hereby requests the District to provide electric service to Customer for accounts receiving service under the following Rate Schedule(s):

_GS-1 _GS-2 _GS-3 _GS-TOU XSL _FL _P-3

Electric service to be provided under and in accordance with the District's Electric Service Rules and Electric Rate Schedule GS-PAC (GS-PAC), as such rules and Schedule now exist or may hereafter be amended or superseded. A copy of GS-PAC is attached hereto and by this reference incorporated herein.

2. Each party shall defend, indemnify and hold harmless, the other party (the "Indemnified Party"), and its directors, officers, employees, representatives and agents, and each of them, from and against any and all liabilities, losses, damages, costs (including attorney fees and expenses) and/or claims resulting from the death or injury to any person, including employees of either party hereto, or damage to any property, including the property of either party hereto, resulting from the negligence of or breach of the obligations of the Indemnifying Party under GS-PAC or this Application.

Customer shall be responsible, and shall upon demand reimburse the District promptly, for any property damage, loss or detriment suffered by the District as a direct or indirect result of Customer's failure to comply with the terms of GS-PAC.

3. The District is not a guarantor of power and, notwithstanding any provision of GS-PAC, the District does not guarantee that interruptions may not occur during any period as a result of situations or circumstances beyond the control of the District.

4. Any assignment by Customer, voluntary or involuntary, of its rights under GS-PAC, or any rights or duties accrued hereunder, shall be void without District's prior written consent.

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 accordance with the following as described in Special Provision 1.2 of said Rate Schedule.

Date Approved by the District: 7/31/01

Customer
Signature: Larry D. Haugh
Print Name: Larry D Haugh
Title: Auditor-Controller

Modesto Irrigation District
Signature: Jack Krieg
Print Name: JACK KRIEG
Title: Major Account Representative

North McHenry Lighting Dist



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

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.

- GS-110% discount
- GS-2.....10% discount
- GS-310% discount
- GS-TOU10% discount
- SL.....10% discount
- FL.....10% discount
- P-310% 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)¹

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.

¹ 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.)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.

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.

<u>May 1 to September 30:</u>	<u>Discount per Account per Month</u>
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.

² 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.

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 Application for Service
Electric Rate Schedule GS-PAC**

1. North McHenry Lighting District, c/o Auditor-Controller's Office (hereinafter "Customer"), mailing address P.O. Box 770, Modesto, CA 95353-0770, hereby requests the District to provide electric service to Customer for accounts receiving service under the following Rate Schedule(s):

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

Electric service to be provided under and in accordance with the District's Electric Service Rules and Electric Rate Schedule GS-PAC (GS-PAC), as such rules and Schedule now exist or may hereafter be amended or superseded. A copy of GS-PAC is attached hereto and by this reference incorporated herein.

2. Each party shall defend, indemnify and hold harmless, the other party (the "Indemnified Party"), and its directors, officers, employees, representatives and agents, and each of them, from and against any and all liabilities, losses, damages, costs (including attorney fees and expenses) and/or claims resulting from the death or injury to any person, including employees of either party hereto, or damage to any property, including the property of either party hereto, resulting from the negligence of or breach of the obligations of the Indemnifying Party under GS-PAC or this Application.

Customer shall be responsible, and shall upon demand reimburse the District promptly, for any property damage, loss or detriment suffered by the District as a direct or indirect result of Customer's failure to comply with the terms of GS-PAC.

3. The District is not a guarantor of power and, notwithstanding any provision of GS-PAC, the District does not guarantee that interruptions may not occur during any period as a result of situations or circumstances beyond the control of the District.

4. Any assignment by Customer, voluntary or involuntary, of its rights under GS-PAC, or any rights or duties accrued hereunder, shall be void without District's prior written consent.

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 accordance with the following as described in Special Provision 1.2 of said Rate Schedule.

Date Approved by the District: 7/31/01

Customer

Larry D. Haugh
Signature

Larry D Haugh
Print Name

Auditor - Controller
Title

Modesto Irrigation District

Jack Krieg
Signature

JACK KRIEG
Print Name

Major Account Representative
Title



*Revised Landscaping
Lighting District*

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

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.

- GS-110% discount
- GS-210% discount
- GS-310% discount
- GS-TOU10% discount
- SL10% discount
- FL10% discount
- P-310% 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)¹

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.

¹ 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.)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.

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.

<u>May 1 to September 30:</u>	<u>Discount per Account per Month</u>
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.

² 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.

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 Application for Service
Electric Rate Schedule GS-PAC**

1. Riverview Lighting & Landscape District, c/o Public Works Department (hereinafter "Customer"), mailing address 1010 10th Street, Suite 3500, Modesto CA 95354, hereby requests the District to provide electric service to Customer for accounts receiving service under the following Rate Schedule(s):

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

Electric service to be provided under and in accordance with the District's Electric Service Rules and Electric Rate Schedule GS-PAC (GS-PAC), as such rules and Schedule now exist or may hereafter be amended or superseded. A copy of GS-PAC is attached hereto and by this reference incorporated herein.

2. Each party shall defend, indemnify and hold harmless, the other party (the "Indemnified Party"), and its directors, officers, employees, representatives and agents, and each of them, from and against any and all liabilities, losses, damages, costs (including attorney fees and expenses) and/or claims resulting from the death or injury to any person, including employees of either party hereto, or damage to any property, including the property of either party hereto, resulting from the negligence of or breach of the obligations of the Indemnifying Party under GS-PAC or this Application.

Customer shall be responsible, and shall upon demand reimburse the District promptly, for any property damage, loss or detriment suffered by the District as a direct or indirect result of Customer's failure to comply with the terms of GS-PAC.

3. The District is not a guarantor of power and, notwithstanding any provision of GS-PAC, the District does not guarantee that interruptions may not occur during any period as a result of situations or circumstances beyond the control of the District.

4. Any assignment by Customer, voluntary or involuntary, of its rights under GS-PAC, or any rights or duties accrued hereunder, shall be void without District's prior written consent.

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 accordance with the following as described in Special Provision 1.2 of said Rate Schedule.

Date Approved by the District: 7/31/01

Customer

Larry D Haugh
Signature

Larry D Haugh
Print Name

Auditor - Controller
Title

Modesto Irrigation District

Jack Krieg
Signature

Jack KRIEG
Print Name

Major Account Representative
Title