

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 electric usage charge.

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. Annual Renewal

This Rate Schedule will be automatically renewed on an annual basis. The District may terminate the Rate Schedule at any time at its sole discretion.

2. Air Conditioning Controlled Load Service (S.T.E.P.)¹

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.

¹ 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.

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.

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 as they may be amended from time to time.

**2009 Application for Service
Electric Rate Schedule GS-PAC**

1. _____ (hereinafter "Customer"), mailing address _____, 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 of said Rate Schedule.

Date Approved by the District: _____

Customer

Modesto Irrigation District

Signature

Signature

Print Name

Print Name

Title

Title