

May 11, 2004

Contract 04-SNR-00XXX

UNITED STATES
DEPARTMENT OF ENERGY
WESTERN AREA POWER ADMINISTRATION
CENTRAL VALLEY PROJECT, CALIFORNIA

CUSTOM PRODUCT CONTRACT
FOR
SCHEDULING COORDINATOR SERVICES
WITH
(CUSTOMER)

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1. **PREAMBLE:** This Contract is made this _____ day of _____, 2004, pursuant to the Acts of Congress approved June 17, 1902, (32 Stat. 388); August 26, 1937, (50 Stat. 844); August 4, 1939, (53 Stat. 1187); and August 4, 1977, (91 Stat. 565); and Acts amendatory or supplementary to the foregoing Acts; between the UNITED STATES OF AMERICA (United States), acting by and through the Administrator, Western Area Power Administration, Department of Energy, hereinafter called Western, represented by the officer executing this Contract, or a duly appointed successor, hereinafter called the Contracting Officer; and the _____, a _____, hereinafter called the Contractor or (CUSTOMER), its successors and assigns; each sometimes hereinafter individually called the Party, and both sometimes hereinafter collectively called the Parties.

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///

1 2. **EXPLANATORY RECITALS:**

2 2.1 Western markets the surplus generation from, and operates a high-voltage
3 transmission system as a part of, the Central Valley Project (CVP).

4 2.2 On June 25, 1999, Western's final 2004 Power Marketing Plan (Marketing
5 Plan) was published in the Federal Register (64 FR 34417). The Marketing Plan
6 provides for Western to develop Custom Products for customers who request
7 them.

8
9 [2.3 Pursuant to the Marketing Plan, Western executed Base Resource
10 Contract (contract #) (Base Resource Contract) with (Customer) on (date of
11 execution). Section 8 of the Base Resource Contract allows for Western to
12 develop Custom Products for (Customer).]

13
14 [2.4 Under the Base Resource Contract, Western requires that all Western
15 power be scheduled in accordance with the applicable control area operator
16 requirements, and that each customer must designate a certified Scheduling
17 Coordinator. Western is a certified Scheduling Coordinator and is offering this
18 service as a Custom Product.]

19
20 2.5 (Customer) has requested that Western provide Scheduling Coordinator
21 services, as specified herein, as a Custom Product.

22
23 2.6 Western is willing to provide Scheduling Coordinator services to
24 (Customer) under the terms and conditions of this Contract.

25
26 3. **AGREEMENT:**

27 The Parties agree to the terms and conditions set forth herein.

28 ///

1 4. **EFFECTIVE DATE AND TERM OF CONTRACT:**

2 4.1 This Contract shall become effective on September 1, 2004, and shall
3 remain in effect until midnight of September 30, 2010 except as otherwise
4 provided herein.

5
6 4.2 The date of initial service under this Contract is January 1, 2005.

7
8 4.3 Either Party may terminate this Contract by giving the other Party a three
9 (3) month advance written notice of the requested termination date. Either Party
10 may also terminate this Contract pursuant to Section 8 herein.

11
12 4.4 Western may suspend or terminate this Contract pursuant to Section 15
13 herein.

14
15 4.5 Western may terminate this Contract upon 30 days notice if (Customer)
16 ceases to be a Western customer.

17
18 4.6 All obligations incurred hereunder shall be preserved until satisfied.

19
20 5. **DEFINITION OF TERMS:**

21 As used herein, the following terms whether singular or plural, or used with or without
22 initial capitalization, shall have the following meanings:

23 5.1 "Base Resource" means CVP and Washoe Project power output, as
24 determined by Western to be available for marketing, after (1) meeting the
25 requirements of Project Use and First Preference Customers, and (2) any other
26 adjustments required for maintenance, regulation, reserves, transformation
27 losses, and ancillary services.

28 ///

1 5.2 "Central Valley Project" means the multipurpose Federal water and power
2 project extending from the Cascade Range in northern California to the plains
3 along the Kern River, south of the City of Bakersfield.

4
5 5.3 "Custom Product" means a combination of products and services,
6 excluding provisions for load growth, which may be made available by Western
7 per customer request, using the customer's Base Resource and supplemental
8 purchases made by Western.

9
10 5.4 "ISO" means the California Independent System Operator or its
11 successor.

12
13 5.5 "ISO Tariff" means the California Independent System Operator
14 Agreement and Tariff, conformed as of October 8, 2003, as it may be modified or
15 amended from time-to-time.

16
17 5.6 "Portfolio Manager" means an entity responsible for determining balanced
18 hourly load and resource schedules for a customer.

19
20 5.7 "Scheduling Coordinator" means an entity that is responsible for providing
21 hourly load and resource schedules to the ISO, in accordance with the protocols
22 specified in the ISO Tariff.

23
24 6. **SCHEDULING COORDINATOR SERVICES PROVIDED BY WESTERN:**

25 6.1 (Customer) hereby authorizes Western to act as its Scheduling
26 Coordinator and Western shall be responsible for all obligations and duties of a
27 Scheduling Coordinator on behalf of (Customer) pursuant to the ISO Tariff.

28 ///

1 6.2 Western shall use data or information provided by (Customer)'s Portfolio
2 Manager and submit day-ahead schedules to the ISO, in accordance with the
3 ISO Tariff, for (Customer)'s load. When Western is not (Customer)'s Portfolio
4 Manager, and in the event that (Customer)'s Portfolio Manager does not provide
5 Western with day-ahead schedules in accordance with the ISO Tariff or other
6 necessary information, in a timely manner, prior to the time Western submits day-
7 ahead schedules to the ISO, Western will at its discretion either: (1) not submit a
8 day-ahead schedule on (Customer)'s behalf; or (2) provide a day-ahead
9 schedule based on reasonable estimates. In any case, (Customer) shall be
10 responsible for all costs resulting from (Customer)'s Portfolio Manager not
11 providing information to Western in an appropriate and/or timely manner.
12

13 6.3 If Western is not (Customer)'s Portfolio Manager, Western is under no
14 obligation to submit a schedule to the ISO if the schedule provided by
15 (Customer)'s Portfolio Manager is not in accordance with the ISO Tariff.
16

17 6.4 Pursuant to the ISO Tariff, (Customer)'s Portfolio Manager may request an
18 adjustment to (Customer)'s day-ahead schedule in the hour-ahead market. If
19 Western is not (Customer)'s Portfolio Manager, Western shall make the
20 adjustment with the ISO; Provided, That, Western receives all information
21 necessary to accommodate the adjustment in a timely manner; Provided Further,
22 That, the requested adjustment does not conflict with existing contractual
23 arrangements between the Parties or the ISO Tariff.
24

25 6.5 Western shall receive, validate, and disseminate ISO data and settlement
26 information to (Customer) or its designated representative.

27 ///

28 ///

1 6.6 On a monthly basis, Western will develop and transmit statements to
2 (Customer) with a breakdown of its ISO charges and credits and any related
3 costs.

4
5 6.7 Western shall dispute those ISO charges related to (Customer)'s ISO
6 transactions that Western believes to be incorrect and disputable under the ISO
7 Tariff. If (Customer) requests that Western dispute an ISO charge(s), Western
8 shall initiate a dispute; Provided, That, Western agrees that such charge(s) are
9 incorrect and are disputable under the ISO Tariff.

10
11 6.8 As (Customer)'s Scheduling Coordinator, Western may be required to
12 provide legal representation in ISO-related legal proceedings. (Customer)
13 agrees to pay Western's legal fees and all costs associated with its involvement
14 with any ISO-related activities that require Western's legal support.

15
16 6.9 Western may provide additional Scheduling Coordinator-related services
17 as mutually agreed to by the Parties.

18
19 7. **SCHEDULING AND METERING:**

20 All services provided by Western to (Customer) under this Contract will be subject to the
21 same Scheduling and Metering terms and conditions as provided under (Customer)'s
22 Base Resource Contract with Western the same as if they had been expressly set forth
23 herein.

24
25 8. **REGIONAL TRANSMISSION ORGANIZATION OR CONTROL AREA:**

26 Western currently operates within the ISO control area. The Parties understand that
27 Western may join a regional transmission organization (RTO) or become part of a
28 different control area. In the event that Western either joins or is required to conform to

1 the protocols of an RTO or a different control area, the Parties shall mutually agree to
2 make any protocol changes to this Contract to conform to the terms and conditions
3 required by such organization. If (Customer) does not agree with the protocol changes,
4 it may terminate this Contract by providing a one-month written notice to Western. If
5 Western is not able to conform to the protocols, it may terminate this Contract by
6 providing a one-month written notice to (Customer). In the event that Western incurs
7 costs from an RTO or a different control area for serving (Customer)'s load, or
8 (Customer) does not abide by the protocols applicable to Western, and Western incurs
9 costs as a result, (Customer) agrees to pay all such costs attributable to (Customer).

10
11 **9. SCHEDULING COORDINATOR-RELATED COSTS:**

12 9.1 Western Charges: (Customer) shall pay the Western charges associated
13 with providing Scheduling Coordinator services to (Customer) pursuant to
14 Exhibit A attached hereto. By August 1st of each year during the term of this
15 Contract, Western will review the Scheduling Coordinator services charges and,
16 if necessary, will revise Exhibit A to reflect the updated costs for this service.

17
18 9.2 ISO Costs: (Customer) shall pay all ISO costs charged by the ISO for
19 transactions which occur under this Contract. (Customer) shall pay for such
20 costs as described in Section 11.

21
22 **10. BILLING AND PAYMENT OF WESTERN CHARGES:**

23 Western shall identify and bill (Customer) for the labor and equipment costs associated
24 with providing Scheduling Coordinator services to (Customer). (Customer) shall pay for
25 Western charges in accordance with the methods set forth in either Section 10.1 or
26 Section 10.2, as solely determined by Western. If Western has selected one method

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1 and subsequently determines to change to the other method, Western will provide
2 (Customer) with a two (2) month notification of this change.

3 10.1 After-the-Fact-Billing: (Customer) shall pay Western for charges for
4 providing Scheduling Coordinator services for the previous month on the monthly
5 electric service bill or other bill as Western deems appropriate; or
6

7 10.2 Advance Funding: (Customer)'s Western charges for Scheduling
8 Coordinator services will be paid from funds advanced from (Customer) to
9 Western. For Scheduling Coordinator services charges collected pursuant to this
10 section, the following shall apply:

11 10.2.1 Western will estimate the initial amount of funds required. The
12 estimate shall be based on three (3) months of Western's charges for
13 providing Scheduling Coordinator services.

14 10.2.2 The initial advance funding amount shall be due on the date
15 specified on the bill for collection. The initial bill for collection will be
16 issued in September 2004.

17 10.2.3 On a monthly basis, Western will estimate its charges for
18 providing Scheduling Coordinator services to (Customer) for the following
19 month. (Customer) shall advance this amount to Western as specified on
20 its electric service bill or other bill as Western deems appropriate.

21 10.2.4 Western shall use funds from (Customer)'s trust account(s) on a
22 monthly basis for Western's charges associated with providing Scheduling
23 Coordinator services to (Customer).
24

25 11. **BILLING AND PAYMENT OF ISO COSTS:**

26 Western shall identify and bill (Customer) for its attributable ISO costs. (Customer) shall
27 pay for the ISO costs in accordance with one of the methods set forth in Section 11.1,
28 Section 11.2, or Section 11.3, as solely determined by Western. If Western has

1 selected one method and subsequently determines to change to another method,
2 Western will provide (Customer) with a two (2) month notification of this change.

3 11.1 (Customer) Pays the ISO: (Customer) makes a monthly direct payment to
4 the ISO for its monthly ISO costs. For ISO costs remitted directly to the ISO, the
5 following shall apply:

6 11.1.1 (Customer) will be required to advance fund to Western three (3)
7 months of estimated ISO costs. Such funds will be used to pay the ISO in
8 the event that (Customer) does not make payment to the ISO on the date
9 directed by Western.

10 11.1.2 Western will estimate the amount of funds required. The estimate
11 shall be based on three (3) months of ISO costs attributable to
12 (Customer).

13 11.1.3 The advance funding amount determined by Western shall be due
14 on the date specified on the bill for collection. The initial bill for collection
15 will be issued in September 2004.

16
17 11.2 Western Pays the ISO: Western makes a monthly payment to the ISO on
18 behalf of (Customer) for its ISO costs. When Western pays the ISO on behalf of
19 (Customer), the following shall apply:

20 11.2.1 (Customer) will be required to advance fund to Western three (3)
21 months of estimated ISO costs.

22 11.2.2 Western will estimate the initial amount of funds required and
23 (Customer) shall remit that amount to Western to be collected into a
24 Western trust account. The estimate shall be based on three (3) months
25 of ISO costs attributable to (Customer).

26 11.2.3 The advance funding amount determined by Western shall be due
27 on the date specified on the bill for collection. The initial bill for collection
28 will be issued in September 2004.

1 11.2.4 On a monthly basis, Western will estimate the ISO costs it
2 anticipates incurring on (Customer)'s behalf for the following month.
3 (Customer) shall advance this amount to Western. Western shall use the
4 funds advanced on a monthly basis to pay the ISO on behalf of
5 (Customer).
6

7 11.3 Third Party Payment to the ISO: An entity other than Western or
8 (Customer) makes payment to the ISO on behalf of (Customer) for its monthly
9 ISO costs. This payment arrangement will require that (Customer) and the non-
10 Western entity have entered into a contractual arrangement that sets forth the
11 terms and provisions of this payment method. This arrangement must be
12 approved by Western prior to payment under this section is implemented, and
13 must include provisions to protect Western from non-payment of ISO costs by the
14 third party. Using this method, (Customer) will not be required to advance funds
15 to Western for (Customer)'s ISO costs.
16

17 **12. TRUST ACCOUNT(S) FOR ADVANCED FUNDS:**

18 (Customer) understands that it may be required to advance funds, to be collected into a
19 Western trust account(s) for services provided under this Contract. If advance funds
20 are required pursuant to Sections 10.2, 11.1, or 11.2, the following shall apply:

21 12.1 Funds that (Customer) advances to Western shall be sent in accordance
22 with the information included on a Western bill(s) for collection, electric service
23 bill, or other bill as Western deems appropriate.
24

25 12.2 (Customer) shall be required to maintain a balance in the trust account(s)
26 at all times of three (3) months of estimated Western costs, if Section 10.2 is in
27 effect, and three (3) months of estimated ISO costs if Sections 11.1 or 11.2 are in
28 effect. Western shall monitor the account(s) and if, Western determines that:

1 12.2.1 There are not sufficient funds in the account(s), Western shall
2 notify (Customer) of the shortage and (Customer) shall advance the
3 requested amount of funds to Western within ten (10) days; or

4 12.2.2 There are excessive funds in the Western trust account(s),
5 Western, at its sole discretion, will either: 1) decrease subsequent
6 amounts required by the amount in excess of the estimate, or 2) return
7 any excess funds to (Customer).

8
9 12.3 Western will provide (Customer) with:

10 12.3.1 A monthly statement to (Customer) of transactions that were
11 posted to the trust account(s), and the end-of-month balance in the
12 account(s); and,

13 12.3.2 An electric service bill that will reflect the previous month's
14 Western's costs and the ISO costs and the amount of advance funding
15 required from (Customer) for the costs that Western anticipates it will incur
16 while providing Scheduling Coordinator services for the following month.

17
18 12.4 Western shall be under no obligation to provide service under this
19 Contract without (Customer) advancing sufficient funds and said funds being
20 available to Western from the trust account(s) as described herein.

21
22 12.5 Within sixty (60) days of termination of this Contract, and after Western
23 has determined that all obligations incurred under this Contract have been
24 satisfied, Western shall return any funds remaining in its trust account(s) to
25 (Customer) without interest.

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1 13. **ESCROW ACCOUNT OPTION FOR ADVANCED FUNDS FOR ISO COSTS:**

2 For ISO costs, (Customer) may establish and maintain an escrow account for advanced
3 funds. If (Customer) chooses to have an escrow account, the following shall apply:

4 13.1 (Customer) will be required to advance fund three (3) months of estimated
5 dollars if the Parties are operating under either Sections 11.1 or 11.2. However if
6 (Customer) chooses, it may have Western collect forty-five (45) days of
7 estimated dollars into a Western trust account(s) and it may deposit forty-five
8 (45) days of estimated dollars into a (Customer)-managed escrow account.

9
10 13.2 (Customer) shall be required to seek and establish an escrow account.

11
12 13.3 (Customer) shall arrange for a three party escrow agreement between
13 Western, (Customer), and the financial institution maintaining the escrow
14 account, that sets forth the terms and conditions of the account. Such
15 agreement must be structured to allow the financial institution to make direct
16 payments to Western immediately upon request from (Customer).

17
18 13.4 (Customer) shall have full responsibility for all costs associated with the
19 establishment and maintenance of an escrow account.

20
21 [14. **REIMBURSABLE FINANCING: (Applicable to Federal Customers only)**

22 14.1 Western may purchase power or provide other services using
23 reimbursable authority pursuant to the Economy Act, 31 U.S.C. 1535. Western's
24 reimbursable authority shall not exceed the fiscal year (presently October 1st of
25 the current calendar year through September 30th of the following calendar year)
26 estimated costs related to power and other services provided by Western.

27 ///

28 ///

1 14.2 Each February 1st, (Customer) shall provide written notification to Western
2 of its budgeted appropriations, or forecasted plan for budget requests for power
3 and other services provided by Western, for the upcoming fiscal year.

4 (Customer) shall inform Western of any major changes to the forecasted
5 budgeted authority.
6

7 14.3 Each fiscal year, (Customer) will obligate or otherwise commit the value of
8 its estimated costs of services to be provided by Western in a manner that is
9 standard for the agency for the fiscal year.
10

11 14.4 Western shall be under no obligation to continue to provide service under
12 this Contract if the cost of continuing service exceeds (Customer)'s budgeted
13 appropriations for such service for a fiscal year.]
14

15 [14. **CREDITWORTHINESS: (Applicable to all customers except Federal**
16 **Customers)**

17 For the purpose of determining the ability of (Customer) to meet its obligations related to
18 service hereunder, Western may require reasonable credit review procedures. In
19 addition, Western may require (Customer) to:

20 14.1 Provide and keep in effect during the term of this Contract, an
21 unconditional and irrevocable letter of credit as security to meet its
22 responsibilities and obligations under this Contract; or
23

24 14.2 Provide an alternate form of security, acceptable to Western.]
25

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1 15. **DEFAULT PROVISIONS:**

2 15.1 The failure of (Customer) to perform any of its payment obligations under
3 this Contract shall constitute a default. If Western determines (Customer) to be
4 in default, Western shall notify (Customer) in writing. If (Customer) has not cured
5 such default within seven (7) days, Western may suspend service under this
6 Contract.

7
8 15.2 If (Customer) has not cured a default within forty-five (45) days (from the
9 date of default), or in a timeframe established by Western, Western shall have
10 the right to terminate this Contract, and assess damages, as follows:

11 15.2.1 If Western's aggregate gains exceed its aggregate losses and
12 costs, including obligations incurred on behalf of (Customer) that extend
13 past the current month, Western, after any set-off, shall make no payment
14 to (Customer) and, notwithstanding anything in this Contract to the
15 contrary, the amount by which such gain exceeds the losses and costs for
16 the purposes of this Contract shall be zero (0).

17 15.2.2 If Western's aggregate gains do not exceed its aggregate losses,
18 including obligations incurred on behalf of (Customer) that extend past the
19 current month, Western will promptly calculate the damages associated
20 with the default. As soon as practical, Western will provide notice to
21 (Customer) of the amount of the damages. Payment for the damages
22 shall be made by (Customer) to Western within ten (10) business days
23 after such notice is received.

24
25 16. **INDEMNIFICATION AND LIABILITY:**

26 (Customer) shall at all times indemnify, defend, and save Western harmless from any
27 and all damages, losses, claims and actions relating to injury to or death of any person
28 or damage to property, demands, suits, recoveries, costs and expenses, court costs,

1 attorneys fees, and all other obligations by or to third parties, arising out of or resulting
2 from Western's performance of its obligations under this Contract on behalf of
3 (Customer), except in cases of negligence or intentional wrongdoing by Western.
4 Western's liability shall be determined in accordance with the provisions of the Federal
5 Tort Claims Act, as amended.

6
7 **17. ENFORCEABILITY:**

8 It is not the intent of the Parties that this Contract confer any rights on third parties to
9 enforce the provisions of this Contract except as required by law or express provision in
10 this Contract. This Contract may be enforced, or caused to be enforced, only by
11 Western or (Customer), or their successors or assigns.

12
13 **18. GENERAL POWER CONTRACT PROVISIONS:**

14 The GPCP, effective July 10, 1998, attached hereto, are hereby made a part of this
15 Contract, the same as if they had been expressly set forth herein.

16
17 **19. EXHIBIT MADE PART OF CONTRACT:**

18 Inasmuch as the Scheduling Coordinator Services Charges exist under this Contract
19 may vary during the term hereof, it will be set forth in Exhibit A. Exhibit A shall become
20 a part of this Contract during the term fixed by its provisions. Exhibit A is attached
21 hereto, and shall be in force and effect in accordance with its terms until superseded by
22 a subsequent exhibit.

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IN WITNESS WHEREOF, the Parties have caused this Contract to be executed the day and year first above written.

WESTERN AREA POWER ADMINISTRATION

By: _____

Title: _____ Power Marketing Manager _____

Address: _____ 114 Parkshore Drive _____

_____ Folsom, CA 95630-4710 _____

(CUSTOMER)

By: _____

Title: _____

Address: _____

EXHIBIT A
 (Scheduling Coordinator Services Charges)

1. This Exhibit A to be effective under and as a part of Contract 04-SNR-00XXX, (Contract) shall become effective upon execution of the Contract; and shall remain in effect until superseded by another Exhibit A or termination of the Contract.

2. The monthly charges for Scheduling Coordinator services are set forth in the tables below. Table 1 sets forth a total monthly base charge applicable to all customers. Tables 2 and 3 set forth additive charges that may be applicable to customers based on schedule changes and additional meters in excess of those allowed for under the base charge.

Table 1 – Base Charge

Service	Charge
Scheduling Coordinator Services	\$ 3,500.00
Schedule Changes (less than or equal to 30 per month)	0.00
Metering Agent (less than or equal to 10 meters)	0.00
Trust Account(s) Administration	277.00
	\$ 3,777.00

Table 2 – Additional Schedule Changes Charge

Additional Schedule Changes	Charge
31 to 50	\$ 500.00
51 to 70	1,000.00
71 to 90	1,500.00
Changes in excess of 91 will cost \$500.00 per every 20 changes	

Table 3 – Additional Meter Charge

Number of Meters	Charge
11 to 20	\$ 500.00
21 to 30	1,000.00
31 to 40	1,500.00
Meters in excess of 41 will cost \$500.00 per every 10 meters	