
PUGET SOUND ENERGY

Attachment "A" – Conversion Agreement

SCHEDULE 73 UNDERGROUND CONVERSION AGREEMENT

THIS SCHEDULE 73 UNDERGROUND CONVERSION AGREEMENT ("Agreement"), dated as of this ____ day of _____, 200__, is made and entered into by and between [_____] (the "Customer") and PUGET SOUND ENERGY, INC., a Washington Corporation, (the "Company").

RECITALS

A. The Company is a public service company engaged in the sale and distribution of electric energy and currently distributes electricity to the Customer.

B. The area to be converted from an overhead distribution system to an underground distribution system is [INSERT DESCRIPTION OF CONVERSION AREA], such area being more specifically identified on Company work order(s) [INSERT WORK SKETCH NUMBERS] ("Conversion Area"). The Conversion Area includes [INSERT BRIEF DESCRIPTION OF STREET AND/OR STREET LIGHT IMPROVEMENT PROGRAM].

C. The Customer has requested that the Company convert the existing overhead distribution system within the Conversion Area to a comparable underground distribution system using above-ground transformers and switchgears. Although overhead and underground distribution systems are inherently different, the underground system to be installed is to be the operational equivalent of the existing overhead distribution system.

D. The parties desire to execute this agreement in accordance with Schedule 73 of the Company's Electric Tariff G ("Schedule 73") to govern the installation of such underground distribution system.

AGREEMENT

The Company and the Customer therefore agree as follows:

1. Capitalized terms used in this Agreement, unless otherwise defined herein, have the meanings set forth in Schedule 73.

PUGET SOUND ENERGY

2. The Customer represents and warrants to the Company that all persons and entities within the Conversion Area have agreed to convert service to such persons and entities from overhead distribution service to underground distribution service. The parties acknowledge that single-family residences within the Conversion Area must (a) provide a service trench and conduit, in accordance with the Company's specifications, from the underground meter base to the point of service provided during the conversion, and (b) pay for the Underground Service Lines as defined in Schedule 85 of the Company's Electric Tariff G (as revised from time to time upon approval of the Washington Utilities and Transportation Commission). The Customer agrees that it is responsible for ensuring that all persons and entities within the Conversion Area provide such trench and conduit and convert from overhead distribution service to Underground Service Lines. Should any person or entity in the Conversion Area fail to convert to Underground Service Lines, the conversion shall be deemed to be a non-eligible conversion pursuant to Section 2 of Schedule 73.
3. The parties acknowledge that under Schedule 73, if the owners of real property to be served from the Underground Distribution System are participants in the conversion through a Local Improvement District ("LID") or other similar process, such owners must provide to the Company, at their expense, all rights to space and all legal and other rights necessary, in the Company's sole judgment, for the safe and efficient installation, operation, repair and maintenance of all of the Facilities within the Conversion Area.
4. The Customer shall be responsible for coordinating all work to be performed in connection with any street improvement program within the Conversion Area. The Company shall not be required to install the Underground Distribution System until the area in which the Underground Distribution System is to be installed has been established to final grade. Upon performance by the Customer of the necessary preliminary work, the Customer shall give the Company not less than ten (10) working days' advance notice thereof, and shall request in such notice that the Company commence installation of the Underground Distribution System. The Customer shall schedule such construction to minimize interference from the installation of other improvements.
5. The Company shall use reasonable efforts to coordinate timing, scheduling and cost control mechanisms for Company crews and sub-contractors performing work pursuant to this Agreement. The Company shall use reasonable diligence in commencing and performing work hereunder, but the Company shall not be liable for any delays resulting from circumstances beyond its control, including, but not limited to, failure to receive necessary Operating Rights. The Customer agrees that work to be performed by the Company shall be scheduled to avoid premium labor charges to the Company. Any overtime provided by the Company at the request of the Customer shall be deemed to be a Customer Requested Change and the cost thereof shall be charged to the Customer.
6. The Customer releases and shall defend, indemnify and hold harmless the Company from all claims, losses, harm, liabilities, damages, costs and expenses (including, but not limited to, reasonable attorneys' fees) caused by, arising out of or in connection with the performance by the Customer, or the Customer's failure to perform, any of its obligations under this Agreement. The employees of the Customer or its contractors shall at no time be deemed to be the employees of the Company.

PUGET SOUND ENERGY

7. This Agreement is subject to the General Rules and Provisions set forth in Schedule 80 of the Company's Electric Tariff G and to Schedule 73 of such tariff, as such schedules may be revised from time to time upon approval of the Washington Utilities and Transportation Commission; provided, however, if either of the foregoing schedules are revised, any price set forth in this Agreement will not be changed for sixty (60) days following such revision. Any conflict in terms between this Agreement and the Company's Schedules 73 and 80 of its tariffs shall be resolved in favor of such schedules.

CUSTOMER

PUGET SOUND ENERGY, INC.

[ENTITY]

By _____

By _____

Its _____

Its _____

Date Signed _____

Date Signed _____

[Name Typed]

Date Signed _____

[Name Typed]

Date Signed _____

[Name Typed]

Date Signed _____