## SOUTHERN CALIFORNIA WATER COMPANY

11911 South Vermont Ave. Los Angeles 44, California

Decision No .\_\_\_

Original Cal. P.U.C. Sheet No. 205\_E

Effective May 29, 1964

Resolution No.\_\_\_\_

	Cancelling	Cal. P.U.C. Sheet No
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(To be inserted by Cal. P.U.C.)		(To be inserted by Cal. P.U.C.)
dvice Letter No. 29-E	Issued by	Date Filed Apr. 29. 196

PHILIP F. WALSH

President

## AGREEMENT FOR STREET AND HIGHWAY LIGHTING

## SUPPLIED FROM OVERHEAD LINES OF

## SOUTHERN CALIFORNIA WATER COMPANY

SOUTHERN	CALIFORNIA	WATER	COMPANY,	hereinafter	called	Utility,	and
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a political subdivision of the State of California, hereinafter called Customer, do hereby agree as follows:

- l. Utility will, during the term hereof, furnish, install, and/or operate and maintain, the following specified lamps on its poles, together with necessary wires and other appliances, for lighting the street and highways of Customer, and furnish electricity from its overhead lines for lighting said lamps, all in accordance with applicable rates and rules, legally established from time to time and on file with the Public Utilities Commission of the State of California.
- 2. Customer agrees that the lamps initially installed and to be installed for lighting hereunder, shall not be less than indicated below, and that the applicable rate schedule is attached, shall be as designated below:

Number of Lamps	Type of Lamps	Rating Watts	of Lamps Lumens	Rate Schedule
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Such of said lamps as are to be newly installed hereunder, if any, shall be installed at such respective locations upon said streets and highways as shall be designated by Customer and approved by Utility.

- 3. Customer shall pay Utility monthly for services furnished hereunder.
- 4. Utility will, in accordance with applicable rate schedules and rules established from time to time by Utility, also furnish, install, operate and maintain such additional lamps or such lamps to be substituted for, and of greater capacity than, those initially or subsequently lighted hereunder, as Customer shall from time to time in writing request and Utility shall then approve.

- 5. All lamps, wires, appliances and fixtures now or hereafter installed by Utility for use in connection with service to be provided hereunder shall at all times be and remain the property of Utility.
- 6. It is mutually understood that Utility shall not be liable to the Customer or to any other person for any failure of Utility to furnish and deliver a continuous or sufficient supply of electric energy or to perform under the terms of this agreement, if such failure is caused by inevitable accident, fire, strikes, riots, war, governmental interference, or any other cause except that arising from its failure to exercise reasonable diligence in providing an uninterrupted service.
- 7. If any of said street lights fail to burn properly, or if for any reason Utility is unable to supply energy for said street lighting service, the Customer agrees that the only liability of Utility, except for the lack of reasonable diligence, shall be to rebate the proportionate charge for the time that such lamps fail to burn, excluding the time preceding notification to the Utility of the particular outage and the first twenty-four hour period thereafter.
- 8. This agreement shall be effective as of the date hereof and shall remain in force for the initial term of \_\_\_\_\_\_ years from and after date of initial service hereunder, and shall thereafter extend for successive terms of one (1) year each; provided, however, that either party hereto shall have the right to terminate this contract at the end of either the initial term hereof or any subsequent agreement year by giving the other party written notice to that effect at least thirty (30) days prior to such termination.
- 9. This contract shall at all times be subject to such changes or modifications by the Public Utilities Commission of the State of California as said Commission may, from time to time, direct in the exercise of its jurisdiction.

IN WITNESS WHEREOF, the parties executed this day of thereunto duly authorized.	hereto have caused these presents to be  19, by their respective officers
	SOUTHERN CALIFORNIA WATER COMPANY
Customer  By	Vice President
ATTEST:	

Clerk