

## Schedule of Rules and Regulations

1. Application for Service. Each prospective Customer desiring electric service may be required to sign Distributor's standard form of application for service or contract before service is supplied by the Distributor.

2. Deposit. A deposit or suitable guarantee not exceeding twice the highest monthly bill may be required of any Customer before electric service is supplied. In cases of hardship of residential customers, a Distributor may accept installment payments for deposits. Distributor may at its option return deposit or suitable guarantee to Customer after one year.

All deposits (after the payment of the deposit in full) shall accrue interest by adding such amount to the deposit amount or refunding to the Customer's account annually.

The interest rate earned on the deposit should be comparable to market rates of interest on passbook saving accounts. The deposit balance (including earned interest) as well as the adequacy of such deposit shall be subject to review by the Customer and Distributor.

Deposit balance including earned interest shall be accounted for and credited to the Customer or on the unpaid bills of the Customer upon termination of service or upon return of deposit to the Customer.

Additional information can be found in Board Policy 306 and Operation Bulletin 306B.

3. Point of Delivery. The point of delivery is the point, as designated by Distributor, on Customer's premises where current is to be delivered to building or premises. All wiring and equipment beyond this point of delivery shall be provided and maintained by Customer at no expense to Distributor.

4. Customer's Wiring -- Standards. All wiring of Customer must conform to Distributor's requirements and accepted modern standards, as exemplified by the requirements of the National Electrical Safety Code and the National Electric Code.

5. Inspections. Distributor shall have the right, but shall not be obligated, to inspect any installation before electricity is introduced or at any later time, and reserves the right to reject any wiring or appliances not in accordance with Distributor's standards; but such inspection or failure to inspect or reject shall not render Distributor liable or responsible for any loss or damage resulting from defects in the installation, wiring, or appliances, or from violation of Distributor's rules, or from accidents which may occur upon Customer's premises.

6. Underground Services Lines. Customers desiring underground service lines from Distributor's overhead system must bear the excess cost incident thereto. Specifications and terms for such construction will be furnished by Distributor on request.

7. Customer's Responsibility for Distributor's Property. All meters, service

connections, and other equipment furnished by the Distributor shall be, and remain, the property of Distributor. Customer shall provide a space for and exercise proper care to protect the property of Distributor on its premises, and, in the event of loss or damage to Distributor's property arising from neglect of Customer to care for same, the cost of the necessary repairs or replacements shall be paid by Customer.

**8. Right of Access.** Distributor's identified employees shall have access to Customer's premises at all reasonable times for the purpose of reading meters, testing, repairing, removing, or exchanging any or all equipment belonging to Distributor.

**9. Billing.** Distributor shall designate a standard net payment period for residential Customers of not less than 15 days, and for other classes of service, not less than 10 days, after the date of the bill. Failure to receive bill will not release Customer from payment obligation. Bills paid on or before the final date of payment shall be payable at the net rates, but thereafter the gross rates shall apply, as provided in the Schedule of Rates and Charges. Should the due date of bill fall on Saturday, Sunday or holiday, the business day next following the due date will be held as a day of grace for delivery of payment. Net rate remittances received by mail after the time limit for payment of said net rates will be accepted by Distributor if the incoming envelope bears United States Post Office date stamp of the final date for payment of the net amount of any date prior thereto.

Distributor may establish for any class of service a late payment charge of no more than five (5) percent for any portion of bill paid after the net payment period.

Additional information can be found in Board Policy 312.

**10. Discontinuance of Service by Distributor.** Distributor may refuse to connect or may discontinue service for the violation of any of its Rules and Regulations, or for violation of any of the provisions of the Schedule of Rates and Charges, or of the application of Customer or contract with Customer. Distributor may discontinue service to Customer for the theft of current or the appearance or current theft devices on the premises of Customer. The discontinuance of service by Distributor for any causes as stated in this rule does not release Customer from his obligation to Distributor for the payment of minimum bills as specified in application of Customer or contract with Customer.

Any disconnection of service for non-payment of Customer's bill for charges when due shall be made only after reasonable prior written notice (including electronic notification or door-hanger) notice. Such notice shall inform the Customer of the availability of a procedure for discussing any dispute with a designated Distributor representative authorized to review disputed bills and correct any errors.

For purposes of this regulation, a sufficient reasonable prior written notice to the Customer shall include a notice separate from the bill, the non-payment of which will result in termination. Forms of notice may include, electronic notification including text messages and email, door-hangers, and written notice sent to the Customer by way of the U.S. Postal Service.

Distributor shall evaluate and implement a policy to govern termination of electric service for nonpayment of a bill during times of extreme weather. In recognition of the potential discriminatory effect on retail rates, any such policy shall provide that the period for which termination may be postponed due to extreme weather not exceed the period during which extreme weather exists or is forecasted to exist. Any such policy may also include limitations that the Distributor deems necessary to mitigate the potential abuse of such policy, such as limitations on the frequency of the application of such policy.

Distributor shall evaluate and implement a policy to govern termination of electric service for nonpayment of a bill in cases of documented medical hardship. In recognition of the potential discriminatory effect on retail rates, any such policy shall keep an appropriate focus on providing an adequate period for Customers to either enter into a payment plan or to make other arrangements for housing or medical care, and such period shall in no case be greater than 30 days. Any such policy may also include limitations that Distributor deems necessary to mitigate the potential abuse of such policy, such as limitations on the frequency of the application of such policy.

Additional information can be found in Board Policy 314 and Operational Bulletins 314A, 314B, and 314C.

**11. Connection, Reconnection, and Disconnection Charges.** Distributor may establish and collect standard charges to cover the reasonable average cost, including administration, or connecting or reconnecting service, or disconnection service as provided above. Higher charges may be established and collected when connections and reconnections are performed after normal office hours, or when special circumstances warrant.

**12. Termination of Contract by Customer.** Customers who have fulfilled their contract terms and wish to discontinue service must give at least three (3) days' written notice to that effect, unless contract specifies otherwise. Notice to discontinue service prior to expiration of contract term will not relieve Customer from any minimum or guaranteed payment under any contract or rate.

**13. Service Charges for Temporary Service.** Customers requiring electric service on a temporary basis may be required by Distributor to pay all costs for connection and disconnection incidental to the supplying and removing of service. This rule applies to circuses, carnivals, fairs, temporary construction, and the like.

**14. Interruption of Service.** Distributor will use reasonable diligence in supplying current, but shall not be liable for breach of contract in the event of, or for loss, injury, or damage to persons or property resulting from, interruptions in service, excessive or inadequate voltage, single-phasing, or otherwise unsatisfactory service, whether or not caused by negligence.

**15. Shortage of Electricity.** In the event of an emergency or other condition causing a shortage in the amount of electricity for Distributor to meet the demand of its system, Distributor may, by an allocation method deemed equitable by Distributor, fix the amount of electricity to be

made available for use by Customer and/or may otherwise restrict the time during which Customer may make use of electricity and the uses which Customer may make of electricity. If such actions become necessary, Customer may request a variance because of unusual circumstances including matters adversely affecting the public health, safety and welfare. If Customer fails to comply with such allocation or restriction, Distributor may take such remedial actions as it deems appropriate under the circumstances including temporarily disconnecting electric service and charging additional amounts because of the excess use of electricity. The provision of the Section entitled Interruption of Service of this Schedule of Rules and Regulations are applicable to any such allocation or restriction.

**16. Voltage Fluctuations Caused by Customer.** Electric service must not be used in such a manner as to cause unusual fluctuations or disturbances to Distributor's system. Distributor may require Customer, at his own expense, to install suitable apparatus which will reasonably limit such fluctuations.

**17. Additional Load.** The service connection, transformers, meters, and equipment supplied by Distributor for each Customer have definite capacity, and no addition to the equipment or load connected thereto will be allowed except by consent of Distributor. Failure to give notice of additions or changes in load, and to obtain Distributor's consent for same, shall render Customer liable for any damage to any of Distributor's lines or equipment caused by the additional or changed installation.

**18. Standby and Resale Service.** All purchased electric service (other than emergency or standby service) used on the premises of Customer shall be supplied exclusively by Distributor, and Customer shall not, directly or indirectly, sell, sublet, assign, or otherwise dispose of the electric service or any part thereof.

**19. Notice of Trouble.** Customer shall notify Distributor immediately should the service be unsatisfactory for any reason, or should there be any defects, trouble, or accidents affecting the supply of electricity. Such notices, if verbal, should be confirmed in writing.

**20. Non-Standard Service.** Customer shall pay the cost of any special installation necessary to meet his peculiar requirements for service at other than standard voltages or for the supply of closer voltage regulation than required by a standard practice.

**21. Meter Tests.** Distributor will, as its own expense, make periodical tests and inspections of its meters in order to maintain a high standard of accuracy. Distributor will make additional tests or inspections of its meters at the request of Customer. If tests made at Customer's request show that the meter is accurate within two percent (2%), slow or fast, no adjustment will be made in Customer's bill, and Distributor's standard testing charge will be paid by Customer. In case the test shows meter to be in excess of two percent (2%) fast or slow, an adjustment shall be made in Customer's bill over a period of not over thirty (30) days prior to date of such test, and cost of making test shall be borne by Distributor.

**22. Relocation of Outdoor Lighting Facilities.** Distributor shall, at the request of

Customer, relocate or change existing Distributor-owned equipment. Customer shall reimburse Distributor for changes at actual cost including appropriate overheads.

**23. Home Energy Conservation Surveys.** All customers of Distributor receiving service are eligible for energy conservation survey of their home and business. As part of such survey, information covering efficient utilization of electric energy will be made available, including a wide variety of specific recommendations of the materials and equipment that would provide effective weatherization and thereby yield the greatest energy savings for the customer. Customers will also be furnished a list of private contractors in their area which install various types of energy-saving materials and equipment, and instructional material concerning the self-installation of such materials and equipment.

**24. Scope.** This Schedule of Rules and Regulations is a part of all contracts for receiving electric service from Distributor, and applies to all service received from Distributor, whether the service is based upon contract, agreement, signed application, or otherwise. A copy of this schedule, together with a copy of Distributor's Schedule of Rates and Changes, shall be kept open to inspection at the offices of Distributor.

Distributor shall reasonably inform Customers about rates and service practice policies by making such information available upon Customer's application for service, at any time upon request by a Customer, and by providing on the Distributor's website or other technological means of communication, if available.

All retail rate actions initiated by the Distributor shall be communicated to Customers by public statement issued either through print media or electronic media in order to reach the majority of customers in a Distributor's service area.

Additional information can be found in Board Policy 336.

Distributor, on request, shall provide a statement of a Customer's monthly consumption for the prior 12 months if it is reasonably ascertainable.

**25. Revisions.** These Rules and Regulations may be revised, amended, supplemented, or otherwise changed from time to time, without notice. Such changes, when effective, shall have the same force as the present Rules and Regulations.

**26. Conflict.** In case of conflict between any provision of any rate schedule and the Schedule of Rules and Regulations, the rate schedule shall apply.

