
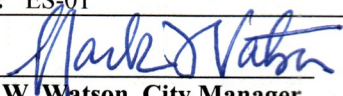


| | | |
|---|---|--|
|  | Policy: Electric Service | Effective Date: June 11, 1997 |
| | | Revision Effective Date: July 1, 2024 |
| | Policy Number: ES-01 | Page 1 of 21 |
| |  Mark W. Watson, City Manager | Energy Services Responsible Party |

Foreword

The Service Regulations for the City of Monroe Electric Department are filed with the City Clerk. The regulations are presented here and are incorporated by reference in each contract or agreement for electric service.

Definitions

The City of Monroe or the City of Monroe Electric Department is referred to herein as the "City" and the user and prospective user is referred to as the "Customer" or "Consumer," these terms to be considered as synonymous.

"*Customer Service Policy*" - City of Monroe Utility Customer Service Policy.

The term "*overhead facilities*" as used in this Plan, means an electrical distribution system having all components installed above ground level.

The term "*underground facilities*" as used in this Plan, means an electrical distribution system having some, or all, components installed below ground level.

A "*bulk feeder*" is a conductor system transporting the total electrical requirements of a large area from a substation or other supply point into such an area, which may consist of several residential developments and other loads. A "*subfeeder*" is a conductor system branching off of the bulk feeder to supply the requirements of a certain portion of the area. The subfeeder may terminate in a given development, but the bulk feeder may, or may not, pass through the development to serve adjacent areas.

A "*primary voltage loop system*" of conductors provides multiple supply routes to more than one transformer serving the load requirements. A "*primary voltage radial extension*" of underground facilities consists of a single supply route to a single transformer serving the load requirements.

"*Secondary facilities*" consist of equipment necessary to provide secondary voltage from the City's transformer to the owner's delivery point. "*Primary facilities*" consist of equipment, including transformation, to supply primary voltage into the owner's property or development.

"*Cost difference*" is the amount by which the estimated cost of underground facilities exceeds the estimated cost of comparable overhead facilities, but not less than zero.

"*Loss due to early retirement*" is the original cost of the facilities involved, less accrued depreciation, less salvage, plus the costs of removal.

Agreement

Electric service will be supplied under (a) the City's standard form of application (service agreement) or contract, (b) the applicable rate schedule or schedules, and (c) these service regulations, except insofar as provision is otherwise made in any particular rate schedule or contract on file with and approved by the City Council. The City shall not be required to supply service unless and until such agreement is executed by the customer and the City, it being understood and agreed that no promise, statement or representation by an agent, employee or other person shall be binding upon the City unless same be in writing and attached to and made a part of the agreement; notwithstanding the foregoing, when the requested supply of electricity is for residential use or residential water heating, and no extra charges for additional facilities are involved, the customer's application and the City's acceptance thereof may be verbal, and in such event the City's applicable rate schedules and these Service Regulations shall be effective in the same manner as if the City's standard form of application for service had been signed by the customer and accepted by the City. Such a verbal service agreement shall be conclusively presumed, when there is no written application by a customer accepted in writing by the City, if electricity supplied by the City is used by the customer or on the customer's premises.

Hold Harmless Clause

The "Customer" or "Consumer" shall indemnify and hold harmless the "City", its Agents and employees from and against all claims, damages, losses and expense including attorneys' fees arising out of or resulting from the service rendered to the "Customer" or "Consumer", provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, and (2) is caused in whole or in part by an any negligent act or omission of the "Customer" or "Consumer", anyone directly or indirectly employed by any of them or any one for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. In any and all claims against the City or any of their agents or employees by any employee of the "Customer" or "Consumer", anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the "Customer" or "Consumer" under Workmen's Compensation acts, disability benefits acts or other employee benefit acts.

Agreement Personal

The rights which accrue to the customer under the agreement are personal and shall not be transferred or assigned by the customer without the written consent of the City.

Service Used in Advance

In the event service is used by the Customer before the agreement is signed, in those instances where the City requires a signed service agreement, such service shall be governed by these

regulations and the appropriate schedule, and the City may discontinue such service at any time upon failure or refusal of the customer to sign the agreement and pay in full the amount due for service to that date.

Vacated Premises

The customer will notify the City before quitting or vacating the premises served under the agreement as herein provided, and will pay upon presentation all bills due under all agreements or contracts.

Deposits

See Customer Service Policy.

Customer's Wiring and Equipment

Equipment which will operate in one locality may be useless in another due to difference in voltage, phase or frequency of electric service; therefore, before wiring a premises or purchasing equipment the customer shall give the City notice, and shall ascertain the character of service available at such premises. The City may specify the voltage and type of electric service to be furnished, also the location of the meter and the point where the service connection shall be made.

All the customer's wiring and equipment must be installed and maintained in accordance with the requirements of the local municipal and state authorities; otherwise the City may refuse to connect service to such customer, or may discontinue service the same. The customer shall keep in repair all such wiring and equipment to the point of connection with the facilities of the City.

Changes in Customer's Wiring and Equipment

The customer shall not employ or utilize, without the written consent of the City, any equipment, appliance or device, or permit the continuation of any condition, which tends to create any hazard or otherwise to affect adversely the City's service to such customer or to others. When polyphase electric service is used by any customer, the customer shall control the use of service so that the load will be maintained in reasonable electrical balance between the phases at the point of delivery.

The customer shall give the City reasonable notice in writing of any anticipated increase in demand exceeding 20 KW or ten percent (10%) of former demand, whichever is greater, and stating the approximate excess and date required. If, in the opinion of the City, the unexpired

term of the agreement is sufficient to justify the additional investment required, the City will endeavor to provide additional capacity for any increase so requested by the customer, within ninety days of said notice.

| | | |
|--------------------------|--------------------------------------|---------------------|
| Policy No.: ES-01 | Policy Name: Electric Service | Page 4 of 21 |
|--------------------------|--------------------------------------|---------------------|

The City will extend its facilities and change the point of delivery only when the investment required is warranted by the anticipated revenue and when such extension is permissible and feasible.

Access to Customer's Premises

The City shall at all reasonable times have the right of ingress to and egress from the premises of the customer, for any and all purposes connected with the delivery of service, or the exercise of any and all rights under the agreement.

Right of Way

The customer shall at all times furnish the City a satisfactory and lawful right of way over his premises for the City's lines and apparatus necessary or incidental to the furnishing of service, and shall also furnish satisfactory shelter for meters and other apparatus of the City installed on the premises, except where the City elects to install such equipment outdoors.

The City may change the location of the right of way upon request of the customer, and may require the customer to bear the expense of the change; the change will not be made where it will interfere with or jeopardize the City's service, either to the customer requesting the change, or to any other customer or customers. All privileges of the City incident to the original location shall apply to the new location.

The obligation of the City to supply service is dependent upon the City securing and retaining all necessary rights-of-way, privileges, franchises or permits, for the delivery of such service, and the City shall not be liable to the customer for any failure to deliver service because of the City's inability to secure or retain such rights-of-way, privileges, franchises, or permits.

Transmission, Distribution, and Service Facilities

The City's transmission, distribution, and service facilities will be installed above ground on poles, towers, or other fixtures; however, underground facilities will be provided when requested in accordance with the City's underground Installation Plan, as approved by the City Council.

The City will require a contribution in aid of construction when it is requested to provide facilities which it deems economically infeasible.

Service connections will be made as follows:

- (1) Where both the City's lines and the customer's entrance conductors are above ground, and where the service requires a transformer of 500 KVA or less;

The City will extend its service conductors to the customer's building, terminating them on the outside of the building at a location to be provided by the customer and satisfactory to the City

for this purpose. The location must be of sufficient height to satisfy the requirements of the National Electric Safety Code and of applicable local codes, and the strength of the structure at the point of termination must be satisfactory to the City. The City will provide and own meter sockets and enclosures, or the customer, at this option, may provide and own a meter/switch enclosure (more commonly known as a housepower panel). The customer will install all meter sockets, enclosures, or meter switch enclosures. The City will utilize and provide service through the customer's meter/switch enclosure under the following conditions: (a) The meter/switch enclosure shall be in accordance with the City's specifications. (b) The wiring and connections are approved by the City. (c) The customer agrees to allow the City to open and inspect the meter/switch enclosure at any time. (d) The customer agrees to notify the City and obtain permission before altering or performing maintenance inside the metering section of the meter/switch enclosure. For Residential customers, the City will provide, own, and install service laterals and will connect such laterals to the line side terminals of the meter socket or enclosure.

The City will make the necessary connections from its service conductors to the customer's entrance conductors.

- (2) Where both the City's lines and the customer's entrance conductors are below ground, or when one is above ground and the other is below ground, or where the size of the customer's demand or any unusual character of the customer's location requires a special service agreement between the City and the customer, the City will make the necessary connections from its service conductors to the customer's entrance conductors as in Section (1) above if applicable, or as in Section (3) below if applicable. If neither Section (1) above nor Section (3) is applicable, the connection shall be at a point to be agreed upon by the City and the customer.
- (3) When, in the City's opinion, an individual transformer installation is necessary to serve the customer's demand and such demand exceeds the capacity of a pole-type transformer installation, the City may require the customer to provide suitable outdoor space on his premises to accommodate a ground-type transformer installation or substation. If the customer is unable to provide outdoor space for a ground-type transformer installation, or substation, then the City may require the customer to provide a transformer vault on his premises.
 - (a) When the customer provides space for a ground-type transformer installation, or substation, the City will erect a structure outside of and immediately adjacent to the fence surrounding such installation, and will connect to the customer's entrance conductors at that point. The City may require the customer to provide main disconnecting switches at the point of connection, which switches shall control all of the customer's load other than the fire pump circuit, if any. In the event the space agreed upon for such installation is adjacent to one or more of the customer's building walls, the City will connect to the customer's entrance conductors on the outside of one of the walls.

| | | |
|--------------------------|--------------------------------------|---------------------|
| Policy No.: ES-01 | Policy Name: Electric Service | Page 6 of 21 |
|--------------------------|--------------------------------------|---------------------|

- (b) When the customer provides a transformer vault, such vault shall be constructed in accordance with the City's specifications, and shall meet the requirements of the National Electrical Safety Code and other applicable safety codes and ordinances, and its location shall meet the City's requirements for accessibility and ventilation. The City will provide and install the transformers and necessary associated equipment including circuit breakers, switches, supporting structures for equipment, primary cable and secondary cable to the point of connection with the customer's entrance conductors, which point shall be 12" inside one of the walls of the vault. The City will coordinate the transformer vault installation with its Underground Distribution Plan for the installation of the primary cable from the customer's vault to the City's existing distribution facilities.
- (4) With respect to any service, after a service connection has been made it may be changed by the City upon request of the customer, but the customer must bear the expense of the change and the change will not be made where it will interfere with or jeopardize the City's service either to the customer desiring the change or to do any other customer or customers.

Ownership of Equipment

All conductors and conduits, inside work and equipment, switches, fuses and circuit breakers, from the point of connection with the City's service shall be installed and maintained by and at the expense of the customer. All equipment furnished by the City shall be and remain the property of the City.

Meters

The City will furnish, test and repair all necessary meters. When a meter is moved from one location to another all expense in connection with such removal shall be borne by the City except where the removal is at the request of the customer, in which case the expense will be borne by him. The City shall have the right at its option and at its own expense, to place demand meters, volt meters and other instruments on the premises of the customer for the purpose of making tests with respect to the customer's service.

Location of Meter

Meters for all residential service, and for all other service to the extent practicable, shall be located out-of-doors on the customer's structure at a place or point which is suitable to the customer, but which meets all of the City's requirements for reading, testing and servicing accessibility, and for safety.

Where it is not practicable, in the City's opinion, to locate the meter and its associated apparatus, if any, out-of-doors, the customer shall provide a suitable indoor location which meets all of the City's requirements for reading, testing, and servicing accessibility, and for safety.

Failure or Inaccuracy of Meter

In case of the failure or inaccuracy of a meter, the customer's bill, for the appropriate portion of the period of such failure or inaccuracy, shall be estimated on the basis of the three months prior use.

Bills Due Where No Notice Received

See Customer Service Policy.

Billing and Collection Cycle

See Customer Service Policy.

Where Meter is Not Read

See Customer Service Policy.

Offsets Against Bills

See Customer Service Policy.

Adjustment of Billing Errors

See Customer Service Policy

Responsibility Beyond Delivery Point

It is understood and agreed that the City is merely a furnisher of electricity, deliverable at the point where it passes from the City's wires to the service wires of the customer, or through the divisional switch separating the customer's wires and equipment from the City's wires and equipment, where such a switch is installed, and the City shall not be responsible for any damage or injury to the buildings, motors, apparatus or other property of the customer due to lightning, defects in wiring or other electrical installations, defective equipment or other cause not due to the negligence of the City. The City shall not be in any way responsible for the transmission, use or control of the electricity beyond the delivery point, and shall not be liable for any damage or injury to any person or property whatsoever, or death of any person or persons arising, accruing or resulting in any manner, from the receiving or use of said electricity.

Interference with City Property

The customer shall not interfere with, or alter, the City's meters, seals, or other property, or permit the same to be done by others than the City's authorized agent or employee. Damage caused or permitted by the customer to said property shall be paid for by the customer.

Resale Service

The contract is made and electricity is sold and delivered upon the express condition that the customer shall not directly or indirectly sell or resell, assign, or otherwise dispose of the electricity or any part thereof, to any person, firm or corporation, except where service is supplied under a contract specifically providing for resale.

Foreign Electricity

The customer shall not use the City's electric service in parallel with other electric service, nor shall other electric service be introduced on the premises of the customer for use in conjunction with or as a supplement to the City's electric service, without the written consent of the City.

Service Interruptions

The City does not guarantee continuous service. It shall use reasonable diligence at all times to provide uninterrupted service, and to remove the cause or causes in the event of failure, interruption, reduction or suspension of service, but the City shall not be liable for any loss or damage to a customer or customers resulting from such failure, interruption, reduction or suspension of service which is due to any accident or other cause beyond its control, or to any of the following:

- (a) An emergency action due to an adverse condition or disturbance on the system of the City, or any other system directly or indirectly interconnected with it, which requires automatic or manual interruption of the supply of electricity to some customers or areas in order to limit the extent or damage of the adverse condition or disturbance, or to prevent damage to generating or transmission facilities, or to expedite restoration of service, or to effect a reduction in service to compensate for an emergency condition on an interconnected system.
- (b) An Act of God, or the public enemy, or insurrection, riot, civil disorder, fire, or earthquake, or an order from Federal, State, or other public authority.
- (c) Making necessary adjustments to, changes in, or repairs on its lines, substations and facilities, and in cases where, in its opinion, the continuance of service to customer's premises would endanger persons or property.
- (d) It is expressly understood and agreed that the City does not contract to furnish power for pumping water for extinguishing fires, and that in the event that the customer shall use said electric power, or any part thereof, for pumping water to be used for extinguishing fires, the customer shall, at all times, keep on hand, or otherwise provide for, an adequate reserve supply of water so that it shall not be necessary to pump water by means of said electric power during a fire; and it is expressly understood and agreed that the City shall not, in any event, be liable to the customer, nor to any person, firm or corporation for any loss or injury of or to property

or person by fire or fires occasioned by, or resulting directly or indirectly from the failure of any pump, pumping apparatus or appliances to operate, whether said failure shall be due to act or omission of the City or otherwise, it being the intention of the parties hereto that the City shall not, in any event, be liable for any loss or damage occasioned by fire or fires which may be caused by or result from the failure of the City to supply electric power to operate any pump or pumping apparatus or appliances.

Discontinuance of Service

The City shall have the right to suspend its service for repairs or other necessary work on its lines, or systems, or to suspend or discontinue its service for any of the following reasons: (See also: Customer Service Policy Section 13)

- (1) For any misrepresentation as to the identity of the customer entering the contract for service.
- (2) For violation by the customer of any terms or conditions of the agreement between the City and the customer, or violation of any of these service regulations which are a part of said agreement.
- (3) For the reason that the customer's use of the City's service is detrimental to the service of other customers.
- (4) For the reason that the customer's use of the City's service conflicts with, or violates orders, ordinance or laws of the state or any subdivision thereof, or of any other body having regulatory powers.
- (5) For the reason that wiring, equipment, appliance or device is installed or in use on the customer's premises, which permits the electricity to be used without passing through the City's meter, or which prevents, or interferes with the measuring of the electricity by the City's meter.

Removal of Equipment

In the event of such discontinuation of service or expiration of contract, then it shall be lawful for the City to remove its meters, apparatus, appliances, fixtures or other property.

Waiver of Default

Any delay or omission on the part of the City to exercise its right to discontinue or suspend service, or the acceptance of a part of any amount due, shall not be deemed a waiver by the City of such right so long as any default in whole or in part or breach of contract on the part of the customer shall continue, and whenever and as often as any default or breach of contract shall occur.

| | | |
|--------------------------|--------------------------------------|----------------------|
| Policy No.: ES-01 | Policy Name: Electric Service | Page 10 of 21 |
|--------------------------|--------------------------------------|----------------------|

Reconnect Fees

In case of discontinuance of service for any reason except repairs or other necessary work by the City, the customer shall pay the City a reconnect charge as spelled out in the Customer Service Policy.

Unavoidable Cessation of Consumption

In the event the customer's premises are destroyed by fire or other casualty, or the operation of its plant is shut down because of strike, fire, or other causes beyond customer's control, making a complete cessation of the use of service, then upon written notice by the customer to the City, within thirty days thereafter, advising that the customer intends to resume service as soon as possible, any minimum charge or guarantee for which the customer may be liable will be waived during the period of such cessation, and the term of the contract shall be extended for a corresponding period; otherwise the agreement for service shall immediately terminate.

Copies of Contracts and Policies

Forms of application (service agreement) or contract, schedules of rates and copies of service regulations are available at City Hall and will be furnished to the customer on request.

Changes

All agreements and contracts for service between the City and its customers, including the rate schedules and these service regulations, are subject to such changes and modifications as from time to time may be made in the same and approved by the City Council, or otherwise imposed by lawful authority.

Types of Service

The types of service supplied and the schedules applicable thereto are as follows:

(1) Residential Service

Residential service will be supplied on Schedule R, Schedule RE, whichever is applicable, to an individual residence or individually metered apartment unit. The Residential Service Schedules shall be applicable to only one meter serving an individual residence or an individual apartment unit.

Out buildings, water pumps, and other uses, which form a part of the general living establishment on the same property, may be connected to the Residential service meter, or they may be separately metered.

| | | |
|--------------------------|--------------------------------------|----------------------|
| Policy No.: ES-01 | Policy Name: Electric Service | Page 11 of 21 |
|--------------------------|--------------------------------------|----------------------|

Residential service to two or more residences on the same property or to a residence or residences sub-divided into two or more individual housekeeping apartments or units may not be supplied through one meter on the Residential Service Schedule.

(a) Mobile Home Parks

Each space designated for the parking of mobile homes will be served through a separate meter and billing will be in accordance with the applicable residential or general service rate schedule.

The City will extend its conductors to groups of two or more spaces designated for the parking of mobile homes, and will provide and install at each such delivery location a service structure on which its conductors are terminated and on which may be mounted the switch panels, and wiring to accommodate a separate meter for each trailer space. Otherwise, service connections will be the same as set forth in these Service Regulations.

Energy used by the Park in its office, service buildings, yard lights, water pumps, and other purposes connected with the operation of the Park, including spaces designated for the overnight parking of mobile homes in transit or awaiting assignment to separately metered spaces available within a park, may be served through a single meter, and will be billed in accordance with the applicable Commercial rate schedule.

(b) Recreational Parks and Camping Grounds

Service to recreational parks and camping grounds may be supplied to each such an establishment at one delivery point, and energy used in its office, service buildings, yard lights, water pumps, and for other purposes connected with its operation, including service outlets at campsites, will be billed through one meter in accordance with the applicable Commercial rate schedule.

(c) Travel Trailers, Mobile Home, and Other Portable Structures

If the location is other than in a Mobile Home Park or Recreation Park, service to travel trailers, mobile homes, or other portable structures, will be provided as set forth in these Service Regulations, "Temporary Service", except that if the customer presents satisfactory evidence of intent to remain at said location 12 months or longer, service will be provided as for any structure having a permanent foundation. Energy used will be billed on the applicable residential or Commercial rate schedule.

(2) Professional Offices or Business Activities in Residences

The supply of service under a Residential Schedule to a residence involving some business, professional or other gainful activity will be permitted only where the electric energy used in

connection with such activity is less than 15% of the total use and is used only by equipment which would normally be in use if the space were used entirely as living quarters.

When a portion of a residence is used regularly for business, professional or other gainful activities, and more than 15% of the total use is for other than domestic purposes, or electrical equipment not normally used in living quarters is installed in connection with such activities referred to above, the entire premises shall be classified as non-residential and one of the commercial schedules shall be applied.

The customer may at his option provide separate circuits so that the residential uses can be metered and billed separately under a Residential Service Schedule and the other uses under a Commercial Service Schedule.

Hall lighting, stokers and other general electric uses in an apartment building will be classed as Commercial Service and metered and billed under a Commercial Service Schedule, while the individual apartments will be metered and billed separately under a Residential Schedule.

Residences in which a Day Nursery is operated may be served on the City's Residential Service Schedules provided that:

- (a) The operator and the operator's family, if any, live there.
- (b) The nursery requires no extra electrical equipment or space in addition to that normally required for the operator's family.
- (c) There are no conspicuous business soliciting devices about the premises.

If all of the foregoing conditions cannot be met, then such residence shall be served on the City's applicable Commercial Schedule.

(3) Farm and Rural Service

The Residential Service Schedules are available for service through on meter to a farm residence, and for the usual farm uses outside the dwelling unit, but not for commercial or non-farming operations or for the processing, preparing or distributing of products not raised on that farm.

The customer may at his option elect to take the entire service under one of the Commercial Service Schedules, or may provide separate circuits so that the residential uses, together with the usual farm uses outside the residence dwelling unit, can be metered and billed separately under a Residential Service Schedule, and the other under a Commercial Service Schedule.

(4) Commercial and Industrial Service

Commercial and Industrial Service Schedules are available to the individual customer for any purpose other than those excluded by the availability paragraph of the schedules, and they shall be applied to the following:

- (a) Customer engaging in retail trade or personal service directly with the public, such as boarding houses, motor courts, and hotels;
- (b) Office buildings, stores, shops, and other commercial establishments;
- (c) Schools, churches, other non-residential customers, and industrial customers.

(5) Water Heating Service

Residential water heating service is available through the same meter as other residential service.

(6) Breakdown and Standby Service

The City does not supply breakdown or standby service, and service under its rate schedules may not be used for resale or exchange or in parallel with other electric power, or as a substitute for power contracted for or which may be contracted for, except at the option of the City, under special terms and conditions expressed in writing in the contract with the Customer.

(7) Temporary Service

Temporary Service for construction of buildings or other establishments which will receive, upon completion, permanent electric service from the lines will be provided.

Temporary Service for construction projects, other than those qualifying above, and for rock crushers, asphalt plants, carnivals, fairs and other non-permanent installations will be provided, when the customer agrees to pay the actual cost of connection and disconnection. The cost shall include payroll, transportation, and miscellaneous expense for both erection and dismantling of the temporary facilities, plus the cost of material used, less the salvage value of the material removed. A deposit may be required equal to the estimated cost of connection and disconnection plus the estimated billing for the period involved, said deposit to be returned if the contract period is fulfilled.

(8) Special Provisions

X-Ray and Welding Service. Equipment of this type may be operated by the Customer through his regular service meter when such operation will not adversely affect the quality of service to neighboring customers.

If however, the use of such equipment causes voltage fluctuations detrimental to the service of other customers, the City may set a separate transformer for the exclusive use of the Customer, and extend a separate service to the Customer's premises. This service shall be metered, and shall be billed on the applicable rate schedule. In addition, the Customer shall be billed any applicable extra facilities charges associated with the separate transformer. In lieu of setting the separate transformer, the City may require the Customer to either discontinue the operation of the equipment or install the necessary motor-generator set or other apparatus to eliminate the disturbance to other customers.

(9) Insulation Requirements

The City will not connect permanent service to any new building for which a building permit was issued after January 1, 1978 for any class of service unless the building has been certified as meeting the insulation requirements of the State Building Code, and a Certificate of Occupancy has been issued.

(10) More Than One Dwelling Unit Per Meter

When more than one dwelling unit is served by a single meter, each and all dwelling units must comply with the requirement under Availability of the Schedule involved; and the monthly bill shall be computed by dividing the total KWH metered during the billing period by the number of dwelling units; then calculating a bill "per dwelling unit" from this rate. The total bill shall be the "per dwelling unit" bill multiplied by the number of dwelling units.

(11) Tree Trimming

If, at any time, shrubbery, or other vegetation grows up into, and interferes with, the electric power lines of the City, through its duly authorized employees, shall have the right to enter upon the City privately owned property and trim such vegetation in order to clear the lines. All trimming of trees and shrubbery shall be done as neatly as possible and shall be done as requested by the owner where the request is reasonable.

(12) Extra Facilities

(a) At the request of the customer, the City will furnish, install, own and maintain facilities which are in addition to those necessary for delivery of service at one point, through one meter, at one voltage, in accordance with the applicable rate schedule, such additional facilities to be furnished under an "Extra Facilities Clause" added to and made a part of the City's standard form of contract, and containing the following provisions:

(1) Service shall be used solely by the contracting customer in a single enterprise located entirely on a single, contiguous premises, and there shall be no exemption from any of the other provisions of these Service Regulations.

- (2) "Extra Facilities" shall consist of such of the following as may be required: voltage regulators, circuit breakers, duplicate service, transformers, substations, connecting lines, or other equipment installed for the exclusive use of the contracting customer, other than facilities which the City would furnish to the customer without cost under its standard form of contract.
- (3) The facility to be supplied shall be City standard overhead transmission or distribution, or transmission and distribution, equipment to be installed only on the City side of the point of delivery.
- (4) A monthly "Extra Facilities Charge", equal to 1.7% of the installed cost of the extra facilities, but not less than \$25.00, shall be billed to the customer in addition to the billing for energy, or for demand plus energy, in accordance with the applicable rate schedule.
- (5) The "installed cost of extra facilities" shall be the cost new of material used, including spare equipment, if any, plus applicable labor, transportation, stores, tax, engineering and general expense, all estimated if not known.
- (6) "Extra Facilities" shall include the installed cost of extra meters and associated equipment necessary to record demand and energy at the voltage delivered to the customer. Upon mutual agreement between the customer and the City, demand and energy may be metered at primary voltage, without compensation for transformer loss, and without inclusion of any part of the metering cost as an extra facility. When extra facilities furnished include a voltage regulator, metering equipment shall be installed on the City side of the regulator, or if this is not feasible, the meter shall be compensated so as to include registration of the regulator losses.
- (7) When the extra facilities requested by the customer consist of those required to furnish service at either more than one delivery point on the premises or at more than one voltage, or both, the installed cost of the extra facilities to be used in the computation of the Extra Facilities Charge shall be the difference between the installed cost of the facilities made necessary by the customer's request, and the installed cost of the facilities which the City would furnish without cost of the customer under its standard form of contract.
- (8) The City shall have the option of refusing requests for extra facilities if, on its own determination, the requested facilities are not feasible, or may adversely affect the City's service to other customers.
- (9) Contracts containing the Extra Facilities Clause shall have a minimum original term of 5 years, to continue from year to year thereafter, but the City may require the payment of removal costs in contracts with original terms of 10 years or less, and may require

advance payment of the Extra Facilities Charge for a period equal to one-half the original term of the contract.

(10) Customers for who the City may be furnishing extra facilities under existing contracts shall be exempt from all provisions of this Extra Facilities Clause except (1) until such time as their contracts may expire, or are terminated by the customer, or are terminated by the City for reasons not related to the furnishing of extra facilities.

(b) Purchase of Existing Delivery Equipment: Any customer subject to an "Extra Facilities Charge" may, at the City's option, purchase the existing facilities. In those instances where the customer purchases the existing delivery equipment, the City shall have the right to require the customer to install protective equipment to isolate the customers equipment from the City system.

Upon request of the customer, the City shall take an inventory of the equipment available for purchase and shall provide the customer with a sales price of such equipment within 90 days of receipt of such request. The sales price shall be computed at the then replacement cost of the existing delivery equipment, less accumulated depreciation as defined below:

(1) REPLACEMENT COST: Replacement Cost shall be the cost of the identical item at the time of the sale, the time of replacement, or retirement, as the case may be, or where such identical item is no longer available, the closest comparable item shall be used to determine the cost.

(2) DEPRECIATION: Depreciation shall be calculated at the annual rate of and in the manner of the then current rate and method as set forth in the publication, entitled "Depreciation and Amortization of Electric Plant" and shall be applied to Replacement Cost. Accumulated Depreciation is the Annual Depreciation so calculated times the number of years from the date of installation to the date on which the calculation is made. Depreciation shall be limited to a maximum of seventy-five percent (75%) of original value.

The City reserves the right to adjust the inventory and sales price up to thirty (30) days prior to the purchase date. Title for the equipment shall pass and the purchase price shall be due on the purchase date, at which time both parties shall execute a sales agreement.

UNDERGROUND INSTALLATION PLAN

Availability

Normally, the City's distribution and service facilities are installed above-ground on poles, towers, or other fixtures. At the request of an owner (including builders, developers, contractors and customers), the City will install, own and maintain underground facilities under the terms and conditions of this Plan.

| | | |
|--------------------------|--------------------------------------|----------------------|
| Policy No.: ES-01 | Policy Name: Electric Service | Page 17 of 21 |
|--------------------------|--------------------------------------|----------------------|

At the determination of the City, in those areas where it is physically or economically infeasible, or impractical, to place facilities above-ground due to structural or geographical congestion or load density, the City may place its facilities underground at its own option and expense.

Service Categories

(a) Residential Service

At the request of an owner, the City will install, own and maintain underground facilities for service to single residences, apartments, condominiums, and manufactured homes following these Plan provisions. Any charge to the owner for the cost difference of the underground facilities requested is non-refundable. The signed agreement with the owner for underground service shall specify the payment arrangements.

(1) Permanent Residences

Residences which are to be permanent customer locations on a residential rate schedule of the City will be served from facilities as shown below.¹

| | |
|---|--|
| 1 | New Residential Developments: |
| | Extension of facilities will be based on a 5-year revenue requirement. The City will estimate the cost of the installation of facilities within the new development and estimate the margin from the customers over a five (5) year period. All expenses that exceed the estimated margin will require a contribution in aid from the developer. The estimated cost of installation shall be the cost of new primary, secondary facilities, and services for the development. ² |
| 2 | Single-phase Service to New Single-Residences |
| | <p>Secondary Service Line: will be installed at no charge.</p> <p>Overhead Primary: First 300 ft. will be installed at no cost.</p> <p>Underground Primary: First 100 ft. will be installed at no cost.</p> <p>Additional footages of overhead and/or primary will be charged based on estimated cost of installation.²</p> |
| 3 | Single & Three-phase Service to New Multi-Residence Structures³ |
| | Extension of facilities will be based on a 5-year revenue requirement. The City will estimate the cost of the installation of facilities within the new development and estimate the margin from the customers over a five (5) year period. All expenses that exceed the estimated margin will require a contribution in aid from the developer. The estimated cost of installation shall be the cost of new primary, secondary facilities, and services for the development. ² |

1- Customer Service Policy and Fee Schedule Ordinance shall be referred to for other application and connection fees.

2- The estimate shall be the cost of material used, including spare equipment, if any, plus applicable labor, transportation, stores, tax, engineering and general expenses.

(b) Non-Residential Service

At the request of an owner, the City will install, own and maintain underground facilities to new commercial and industrial service and industrial service installations following these Plan provisions. Any charge to the owner for the cost difference for the underground facilities requested is non-refundable. The signed agreement with the owner for underground service shall specify the payment arrangements.¹

| | |
|---|---|
| 1 | New Commercial Developments |
| | Extension of facilities will be based on a 4-year revenue requirement. The City will estimate the cost of the installation of facilities within the new development and estimate the margin from the customers over a four (4) year period. All expenses that exceed the estimated margin will require a contribution in aid from the developer. The estimated cost of installation shall be the cost of new primary, secondary facilities, and services for the development. ² |
| 2 | New Single Commercial Structure |
| | <p>Secondary Service Line: will be installed at no charge. Overhead Primary: First 300 ft. will be installed at no cost. Underground Primary: First 100 ft. will be installed at no cost.</p> <p>Additional footages of overhead and/or primary will be charged based on estimated cost of installation.²</p> |
| 3 | New Industrial Developments (demand of 500 kW or larger) |
| | Extension of facilities will be based on a 3-year revenue requirement. The City will estimate the cost of the installation of facilities within the new development and estimate the margin from the customers over a three (3) year period. All expenses that exceed the estimated margin will require a contribution in aid from the developer. The estimated cost of installation shall be the cost of new primary, secondary facilities, and services for the development. ² |

1- Customer Service Policy and Fee Schedule Ordinance shall be referred to for other application and connection fees.

2- The estimate shall be the cost of material used, including spare equipment, if any, plus applicable labor, transportation, stores, tax, engineering and general expenses.

Conversion To Underground

The City will replace an existing overhead distribution system with an underground system in an existing residential development or other area under the following terms and conditions:

- (1) The City shall place facilities underground by an agreement with the requesting persons which provides for payment of a nonrefundable contribution in aid of construction equal to the cost difference plus the loss due to early retirement of the existing overhead facilities.
- (2) Preliminary engineering studies are necessary to determine the approximate costs of replacing overhead with underground facilities. Persons requesting replacement of such facilities shall pay, prior to commencement of such studies by the City, a good faith, nonrefundable deposit in an amount of \$100 for each 600 feet of front lot lines for residential development studies,

| | | |
|--------------------------|--------------------------------------|----------------------|
| Policy No.: ES-01 | Policy Name: Electric Service | Page 19 of 21 |
|--------------------------|--------------------------------------|----------------------|

and, for studies of all other service areas, the estimated cost of the preliminary engineering study. If the replacement is undertaken following completion of such studies, actual costs, including preliminary engineering studies, will be charged and credit will be given for the estimated costs, or deposit, which was advanced.

- (3) The City need not replace existing overhead systems with underground facilities, except individual services from pole to residence, unless at least one block or 600 feet of front lot line is involved, whichever is less.
- (4) All customers served directly from the specific section of line or in the area to be replaced with underground facilities shall agree to the conditions outlined for replacement of overhead facilities.
- (5) Owners shall arrange the wiring of their structures to receive underground service at meter locations which allow unimpeded installation of the underground service facilities. Owner shall locate all nonutility underground facilities before the City begins installation of any underground facilities. The City will not be responsible for damage to any nonutility facilities which are not located.

Estimates

Estimates of the cost of the underground and overhead facilities for the purpose of determining the amount of the contribution in aid of construction will be in accord with the City's current construction design practices and shall be based upon the equivalent conductor and transformer capacity required for the electrical load specified by the owner. The estimate shall be the cost of material used, including spare equipment, if any, plus applicable labor, transportation, stores, tax, engineering and general expenses.

General Provisions

- (1) Facilities associated with an underground distribution system, other than the conductors, may be installed above or below ground level as determined solely by the City in accord with the current construction design practices of the City.
- (2) The City will normally not provide underground service at secondary voltages above 480 volts.
- (3) The City will provide service to a single transformer using a loop system design at the request of the owner who desires to have a loop system installed and makes a payment equal to the estimated cost of the additional facilities in excess of the radial extension facilities.
- (4) Existing overhead distribution bulk feeders will remain installed overhead unless the owner desires to have them installed underground. A contribution in aid equal to the estimated cost difference between underground and overhead facilities is required. If it is necessary to extend

a distribution bulk feeder through an existing underground residential development, it will be installed underground at City expense.

- (5) New subfeeders necessary to serve a new underground subdivision or development will be installed underground inside such areas. New subfeeders outside such areas normally will be installed overhead, unless the owner desires to have them installed underground and makes a contribution in aid of construction payment equal to the estimated cost difference.
- (6) Developments shall be divided into established and defined lots the average size of lots shall be expressed in square feet.
- (7) Prior to the installation of the underground distribution system by the City, the final grade levels of the building sites shall be established by the owner. The building construction program shall be coordinated with the installation of underground electrical facilities to permit unimpeded access of the Company's equipment to the installation sites; to allow installation of underground facilities at proper depth and before streets, curbs or other obstructions are installed; and to eliminate dig-ins to the underground electrical facilities after installation. Should streets, curbs or other obstructions be present prior to installation of underground facilities, resulting in additional expense to the City, payment for these additional expenses shall be made to the City by the owner. Should established lots of final grade levels change after installation of underground electrical facilities has begun, or if installation of electrical facilities are required by the owner before final grades are established, and either of these conditions results in additional expenses to the City, payment for these additional expenses shall be made to the City by the owner.
- (8) Should existing sidewalks, septic tank systems, fuel tanks, other utility line, or other man-made obstructions result in additional expenses to the City, payment for same will be made by the owner.
- (9) Actual costs brought about in connection with the compliance of special requirements, if any, of municipalities, State and Federal highway agencies or departments regarding the breaking of pavement, ditching backfilling, and other related conditions, will be paid by the owner.
- (10) The City will make, or adjust, charges to the owner to collect the actual additional costs to the City due to adverse conditions, such as: the composition of the land where the underground facilities are to be installed is such that standard construction equipment cannot be used to complete the installation; or, special equipment and materials are needed for stream crossing structures or concrete structures; or, dynamite is required; or, if abrupt changes in final grade levels exceed a slope ratio of 1 when measured within three feet of the trench.
- (11) The City's agreement to provide underground service is dependent upon the securing of all necessary rights, easements, rights-of-way, privileges, franchises or permits for the installation of such service from those requesting the underground facilities. The City shall exercise care in the utilization of its underground equipment during construction, but the ultimate

| | | |
|--------------------------|--------------------------------------|----------------------|
| Policy No.: ES-01 | Policy Name: Electric Service | Page 21 of 21 |
|--------------------------|--------------------------------------|----------------------|

responsibility for the protection of shrubs, trees and grass sod will be with the owner. Shrubs, trees, or any other obstacle shall not be placed within ten feet of transformer or cabinet openings which would hinder the access of the City at any time.

- (12) Temporary service will not be available in the area served from underground facilities until the underground system is in place unless the owner elects to pay the "in and out" costs of temporary facilities necessary to deliver the temporary service from overhead distribution lines. After the underground facilities are in place, temporary service may be provided for no charge only at a transformer or pedestal location.
- (13) Underground conductors to provide service to street lights along public streets, roads, and other public thoroughfares, will be installed a City expense concurrently with the installation of an underground system for new developments. Where such street light conductors are not installed concurrently with the underground system, subsequent installation of underground conductors will be made at no additional charge where the customer requesting the lights pays the cost of overcoming any man-made obstructions. Subsequent street and area lighting service will be furnished under the applicable rate schedule on file with and approved by the Commission.
- (14) The City will provide and coordinate underground service facilities with other requested facilities which are supplied under the Extra Facilities provision of the City's Service Regulations.