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## **SECTION V - GENERAL RULES AND CONDITIONS OF SERVICE**

### **PART 1 GENERAL SERVICE RULES**

**1.1 APPLICATION FOR SERVICE.** A party desiring electric service must make application to the Company before commencing the use of the Company's service. The Company reserves the right to require a signed application or written contract for service to be furnished. All applications and contracts for service must be made in the legal name of the party desiring the service. The Company may refuse or terminate service to any applicant for or user of service who fails or refuses to furnish information requested by the Company for the establishment of a service account. Receipt and use of electric service in the absence of application or contract shall constitute the user a customer of the Company subject to its rates, rules and regulations, and said user shall be responsible for payment of all service used.

Subject to its rates, rules, and regulations, the Company will continue to supply electric service until notified by customer to discontinue such service. The customer will be responsible for payment of all service furnished to the date of such discontinuance.

**1.2 SERVICE CHARGES.**

See Section IV - Schedule of Charges

**1.3 PRIVACY OF CUSTOMER-OWNER'S RECORDS.** The Company employees, directors, auditors, and others having authorized access to the Company records pertaining to customers and their accounts shall not give out or discuss such information except as is necessary in the conduct of Company business. Customers shall have access to their own files whenever requested.

Employees are authorized by these rules and regulations to give information as follows:

- A. To financial assistance agencies on individual customer accounts when accounts are under consideration for financial assistance.
- B. Name and address information to authorized law enforcement, fire protection, public safety, mail, and electrical wiring services.
- C. Credit history on individual customers may be exchanged with other companies when requested on their official letterhead.
- D. Any information requested by court subpoena.

**1.4 FACILITIES INSTALLED BY THE COMPANY ON OWNER-CUSTOMER PREMISES.** The Company will normally install, own, operate, and maintain the meter and all distribution facilities on the supply side of the meter. If building modifications hinder access to metering facilities, create a hazardous condition, or cause a violation of any applicable codes, the customer will be responsible for all costs incurred by the Company to correct these conditions.

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A. Access to Premises. The customer shall provide at no expense to the Company suitable space with provisions for installation and maintenance of the Company's facilities on the customer's premises. Authorized agents of the Company shall have access to the premises at all reasonable times for the construction, operation, and maintenance of its utility facilities, tree clearing and vegetation control, and the removal or measurement of the customer's load. Access shall also be provided to the premises at all reasonable times to enable the Company to maintain its utility facilities located on adjacent property which is accessible from the premises. Authorized employees and agents shall carry identification furnished by the Company and shall display it upon request. Failure to provide access for any of the above reasons may result in termination of service.

B. Use of the Company Facilities. The Company will not permit the use of its poles or other facilities by others for installations or attachments of any kind without written authorization or agreement from the Company. This includes, but is not limited to electrical or communication equipment, lights, signs and fences. The Company assumes no liability for property owned by others attached to its facilities. Unauthorized attachments to the Company facilities may be removed without notice by the Company.

C. Protection. The customer shall use reasonable diligence to protect the Company's facilities located on the customer's premises, and to prevent tampering or interference's with such facilities. The Company may discontinue service in cases where the meter and/or wiring on the customer's premises has been tampered with or energy is unmetered. In cases of such unauthorized use of service, the Company will continue service only after the customer has agreed to pay for the unmetered energy used, pay all costs of discovery and investigation, and make provisions and pay charges for metering changes as may be required by the Company. Failure to enter into and comply with such an agreement shall be cause to discontinue service.

Any inspection of a customer's wiring and equipment by the Company is for the purpose of avoiding unnecessary interruptions of service to its customers or damage to its property and for no other purpose, and will not be construed to impose any liability upon the Company to a customer or any other person by reason thereof.

The Company may, however, at any time require a customer to make such changes in his/her electrical or non-electrical property to use thereof as may be necessary to eliminate any hazardous condition or any adverse effect which the operation of the customer's property or equipment may have on said customer, other customers of the Company, the public or Company employees, equipment or service. In lieu of changes by the customer, the Company may require reimbursement from the customer for the cost incurred by the Company in alleviating an adverse effect on Company facilities caused by the customer's property.

The transformers, service conductors, meters and appurtenances used in furnishing electric service to a customer have a definite capacity. Therefore, no material increase in load or equipment will be made without first making arrangements with the Company for the additional electric supply.

Energy Diversion. When company personnel are on the member premises, electrical meters, sockets, seals and services shall be checked for evidence of damage or tampering. Color coded and numbered meter seals shall be used. If current theft is deliberate and the evidence of theft is strong and irrefutable that a conviction under Minnesota statues dealing

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with such matters is thought possible, then the Company may press for civil and/or criminal action as well as the recovery of lost revenue.

D. **Ownership Rights.** No ownership rights in any facilities provided by the Company shall pass to any person as a result of any contribution or deposit made under these rules. No deposits or contributions made by customers shall be refundable unless expressly so provided in these rules. Restoration of service will be made upon receipts of reasonable assurance of the customer's compliance with the Company's approved rules and regulations.

**1.5 FACILITIES INSTALLED BY THE OWNER-CUSTOMER.** The Company shall encourage customers to follow safe and adequate wiring practices. The Company will make every effort to carry out its responsibilities pertaining to the inspection and connection of customer wiring as established by Minnesota Law, local ordinances and applicable codes.

Applicants for service shall be furnished information on wiring inspection requirements, wiring regulations, meter sockets, meter location, and temporary service installation. The customer shall be responsible for the adequate performance of their own facilities. It is the customer's responsibility to contact the Company to determine the characteristics of the service available before purchasing equipment or installing wiring. The Company disclaims any responsibility to inspect the customer's wiring, equipment or any subsequent wiring changes or modifications, and shall not be held liable for any injury or damage resulting from the condition thereof. The Company reserves the right to make reasonable service charges for work performed by Company personnel resulting from malfunction of the customer's facilities.

**Point of Attachment.** The Company will install service connections from its distribution lines to a suitable point of attachment provided by the customer. The electrical service meter socket must be placed on the outside of the structure and installed at the closest corner of the structure to the Company's source of power for that land parcel. There may be extra charges to the customer if the service attachment is beyond closest corner.

### **1.6 DEPOSIT AND GUARANTEES.**

A. **General:** The Company will require a deposit as a condition of service for Commercial or Business customers. A deposit will not be required for Residential customers who have established good credit.

B. **New Service:** The Company will require a deposit for any Commercial or Business applicant requesting service. A deposit may be required for Residential new services if the applicant has an unsatisfactory credit or service standing due to (a) an outstanding prior account with the Company at the time of request that is not disputed; or (b) a previous disconnection for any permissible reason which is not in dispute; (c) the credit history for the applicant demonstrated that payment cannot be assured. In determining credit history, the provisions of Minnesota Rules 7820.4700 will apply and the Company will only use credit reports reflecting the purchase of utility services unless the applicant consents in writing to the use of additional credit reports. Any credit history used shall be mailed to the applicant. A refusal to permit use of a credit rating or credit services other than that of a utility will not affect the determination of the Company as to the applicant's credit history.

C. **Existing Service:** The Company will require a deposit for an existing Commercial or Business customer and may require a deposit from an existing Residential customer with an unsatisfactory credit or service standing due to: (a) a previous disconnection or liability for

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disconnect for nonpayment of a bill which is not in dispute; or (b) a previous disconnection for any permissible reason that is not in dispute.

D. **Deposit Amount:** If a deposit is required on Residential accounts, the amount of the deposit shall not exceed an average two months' gross bill or existing two months' bill, as determined by the Company. Commercial or Business accounts will be assessed a two month average bill as calculated by the Company.

E. **Notice:** Whenever a Residential deposit is required, the Company will provide the customer an explanation in writing why a deposit is required and under what conditions, if any, the deposit will be diminished.

F. **Interest on Deposits and Refunds:** On such customer deposits, the Company will pay interest. The rate of interest will be set annually and will be equal to the weekly average yield of one-year United States Treasury securities adjusted for constant maturity for the last full week in November. The Interest rate will be rounded to the nearest tenth of one percent. By December 15 of each year, the Commissioner of Commerce will announce the rate of interest that must be paid on deposits held during all or part of the subsequent year. The Company will refund by direct payment, or as a credit on the customer's bill, a customer's deposit after 12 consecutive months of no late payments. Upon notice by a customer to discontinue service, the customer's deposit less any amounts due by the customer to the Company for electric service, will be returned to that customer within 45 days of the date of discontinuance of service.

G. **Additional Requirements:** If a customer's credit standing becomes unsatisfactory after a deposit has been refunded or if the deposit is inadequate to cover two months' bill, a new or additional deposit may be required upon reasonable written notice by the Company. Deposits will not be considered as advance payments on account. Service to a customer who fails to comply with these requirements may be discontinued upon reasonable written notice.

H. **Disconnection:** The service of any customer who fails to comply with these requirements may be disconnected upon notice as prescribed in Minnesota Rule part 7820.2400 and in this section. In case of discontinuance of service for nonpayment, the Company will not restore service until all arrears are paid in full and a cash deposit as required above is made, or until other satisfactory arrangement is made.

**1.7 IDLE SERVICES.** When a building is vacated and the owner or occupant requests that service be disconnected, the service will be de-energized but left in place in anticipation that a new occupant will want service restored. However, if the service remains idle for a period of 12 months, the Company will make reasonable attempts to contact the owner to notify them of the following options:

A. If there are plans to use the building in the future, and it is desired that the electric service facilities continue to remain in place, it will be necessary for the owner to pay a monthly minimum bill.

B. If the owner elects to not pay the minimum bill, the Company reserves the right to remove all or a portion of the facilities serving that location. In this event, should that owner desire service to be restored to that location at some future date, all non-recoverable costs related to such construction and restoration of service shall be paid by that owner.

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### **PART 2 RATE APPLICATION**

**2.1 CLASSIFICATION OF SERVICE.** The availability of a rate classification to a customer is based on the customer meeting the qualifications of the availability clause and other terms of the rate schedule. In some cases the customer may be eligible to take service under more than one classification. Upon request, the Company will assist the customer in the selection of the rate which will result in the lowest cost of service based on information provided to the Company, however, the responsibility for the selection of the rate lies with the customer. If a change is made in the rate classification, no refund will be made of the difference between charges under the two different rates. The Company may not be required to change a rate schedule for any customer after a change more often than once in twelve (12) months. The Company will not be required to make any change in a fixed term contract except as provided therein.

**2.2 LOAD MANAGEMENT PROGRAMS.** The typical application for load management programs is to have one meter for each applicable load management program or rate. There may be some instances where the service location has multiple load management programs on one meter. In this situation, the service location will be placed on the higher applicable load management rate.

**2.3 STANDBY, SUPPLEMENTARY, EMERGENCY, AND INCIDENTAL SERVICES.** Unless otherwise specifically provided, the Company's rate schedules require that the customer will take his/her entire electrical requirements from the Company. The Company's service is not available for standby, supplementary, emergency or incidental service with respect to any other source of power except when contracted for under a rate schedule providing for these services.

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### **PART 3 METERING AND BILLING**

**3.1 METERING.** All electric energy used by customers shall be metered to determine the kilowatt hour usage for each billing period. Under certain circumstances, a fixed average usage may be billed without metering, to certain installations such as streetlights, security lights and cable TV boosters, where the usage can be calculated with a reasonable amount of accuracy.

The metering of electrical demand shall be limited to those installations where it is necessary to bill the demand separate from the energy in accordance with current rate schedules.

The Company is in the business of providing retail electricity to the ultimate consumer. Each separate family unit, business establishment, tenant, and institution shall be metered separately by the Company, however, master metering will be allowed at individual commercial buildings if requested by the building owner when the electric service is initially installed. Master metering of apartment buildings will not be permitted.

Meters will be furnished without charge to customers, but they shall remain the property of the Company. Cost options or additions to the meter system may be passed on to the customer. The Company will maintain one set of metering equipment for each account and rate schedule under which service is supplied. The location, number of meters and appurtenances, and specifics of installation will depend on the service arrangements and requirements of the rate schedules.

**3.2 METHOD OF DETERMINING DEMAND FOR BILLING PURPOSES.** The maximum demand in kW is defined as the greatest 15 minute average. The maximum demand in a billing period is determined by comparing the demand values for the most recently completed interval to the respective readings presently stored in Peak Demand Register in the meter's memory. These demand values are calculated arithmetically by a Rolling Demand Method and shall be used for billing and its respective rate. The rolling demand is always 15 minutes with 3 sub-intervals that are each 5 minutes. The peak value for that peak sub-interval is added to the other two previous sub-intervals and is averaged by dividing this sum by 3 sub-intervals.

**3.3 LOCATION OF METERS.** All meters must be located outside unless it is mutually agreed in writing by the customer and the Company to have it inside.

#### **3.4 METER READING.**

A. Residential and Single-Phase. The Company will bill based on the meter reading obtained by the Company. If the customer elects to have a meter that is inaccessible, the customer will incur an additional, recurring inaccessible meter charge. (See Section IV, Schedule of Charges)

B. Commercial. The Company will read all three-phase and/or single-phase demand meters.

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### **3.5 METER TESTING.**

A. Routine Tests. The Company will endeavor to maintain the accuracy of its meter equipment through periodic testing and adjustment. Residential meters may be tested on a 15-year cycle, or at any time there is reason to believe that a meter is not accurately registering the energy used. Commercial meters may be tested on a three year cycle, or at any time there is reason to believe that a meter is not accurately registering the energy used.

B. Complaint Tests. Tests of individual meters will be made upon request by the customer and upon payment of the applicable meter test fee. See Section IV - Schedule of Charges. However, such tests should be discouraged if based on a single month's reading. When a complaint test is conducted and the meter is found to be within plus or minus 2% accuracy, the meter test fee will be kept and no adjustment will be made in the customer's bills. If the meter is found to be in error by more than 2%, either high or low, the bills for the preceding 6 months shall be adjusted by the percentage of error, and the meter test fee shall be refunded to the customer.

**3.6 MONTHLY BILLING.** Bills will normally be rendered monthly and seasonal accounts may be billed biannually. Payments may be paid by mail, or at the office of the Company, or to its duly authorized agents during regular business hours. A "month" as used for billing purposes, does not mean a calendar month, but means the interval between two consecutive periodic meter-reading dates which are, as nearly as practicable, at thirty-day intervals. The Company may read certain meters less frequently than once each billing when the Company and the customers otherwise mutually agree, except that a Company representative will read the meter at least once each twelve months. The monthly basic charge will be prorated when either new customers or departing customers receive service for less than one month. If a customer receives and uses service for a period of less than one month, for billing purposes, all metered consumption shall be deemed to have occurred in a one-month period.

**3.7 BUDGET BILLS.** The Company shall provide a "Budget Billing" plan for customers served under the General Service Rate who desire to use this plan.

Such plan shall provide for eleven equal monthly payments based on the customer's previous use. The billing for the twelfth month will reflect the actual billing for that month adjusted for the credit or debit balance carried forward from the previous month and shall also include the fixed charge and tax. Non-metered charges such as security lights, security monitoring, loans, etc. are added separately.

Should any monthly payment become delinquent, the agreement for Budget Billing shall become void and regular billing procedures shall be resumed.

The Company will start the billing under the budget billing plan any day of the year at the customer's request.

**3.8 LATE-PAYMENT CHARGE.** A late payment charge \$1.50 plus 1.334% of the unpaid balance will be added to the unpaid balance four working days after the date due or as allowed by law.

**3.9 BILL DATE DUE.** Residential and Small General Service customers have the option of selecting a modified due date for paying their bill. The due date can be extended to one

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day prior their scheduled billing date. Customers selecting a modified due date will remain on that due date until they request to be changed back to the normal due date.

**3.10 ESTIMATED BILLS.** In the event current and actual meter readings are not available when the monthly bill is to be printed, an estimate will be made of the energy used, and an “estimated” bill shall be prepared. When an estimated bill is necessary, the estimate will be based on the billing history at that location. An adjustment, if any, will be made in the bill based on the next meter reading.

**3.11 BILLING ADJUSTMENTS.** In the event of a meter or billing error the Company shall recalculate the bills for service during the period of the error and show the adjustment on the following month’s bill.

**3.12 RETURNED CHECK CHARGE.** There shall be a charge for any check or draft submitted to the Company for payment that is dishonored or returned by the financial institution on which it is drawn. See Section IV. - Schedule of Charges.

### **3.13 BILLING ERRORS**

When a customer has been overcharged or undercharged as a result of incorrect reading of the meter, incorrect application of rate schedule, incorrect connection of the meter, application of an incorrect multiplier or constant or other similar reasons, the amount of the overcharge shall be refunded to the customer or the amount of the undercharge shall be billed to the customer as detailed below.

- A. Billing overcharge.** If it has been determined that a customer was overcharged for electric services rendered, the amount to be refunded will be calculated by taking the difference between the amount collected for service rendered and the amount the customer should have been charged for service rendered, for the period beginning three years before the date of discovery unless the date the error occurred can be identified with reasonable certainty, the remedy shall be calculated on the basis of payments for service rendered after that date.
- B. Billing undercharge.** If it has been determined that a customer was undercharged for electric services rendered, the amount to be charged to the customer will be calculated by taking the difference between the amount collected for service rendered and the amount the utility should have collected for service rendered, for the period beginning up to one year before the date of discovery. Repayments may be made on a mutually agreed upon payment schedule not to exceed one year.

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### PART 4 LINE EXTENSION RULES

**4.1 CUSTOMER REQUIREMENTS FOR EXTENSION.** Before the Company extends facilities, the customer will be required to:

- Make application for electric service.
- Make a prepayment or suitable arrangements in the form of a contribution of aid to construction. See Section IV - Schedule of Charges.
- Submit proof that his/her facilities have passed wiring inspection (approved Inspection Card signed by either the Minnesota State Electrical Inspector or a licensed Master Electrician).
- Where electrical facilities are proposed to be underground, earth must be within four inches of final grade.
- Complete a right-of-way easement form as required.
- Complete tree trimming and right-of-way clearing as determined by the Company.
- Pay any permit fees.
- Pay all past due bills.
- Have property corners identified as required.
- Locate any customer-owned underground facilities.

**4.2 UNDERGROUND SERVICE EXTENSION.**

A. Underground Construction. All trenching or plowing for Company-owned cable on the utility side of the electric meter will be the Company's responsibility.

B. Underground Secondary. The general practice\* is for the Company to provide the secondary cable from the transformer to the customer-owned meter socket for:

1. Individual single-phase services with a 320 ampere or smaller, self-contained meter socket for residential or commercial applications.
2. Two-unit residential townhomes served with twin single-phase, 200 ampere ganged meter socket.
3. Three-phase services having a 200 ampere or smaller, self-contained meter socket.

*\*There may be situations that due to safety, reliability, or other factors, the Company may request that the customer install the secondary conductor. These situations will be assessed on a case-by-case basis.*

For all other cases, the customer shall provide and install the secondary conductor.

Extra charges may be assessed if the customer's service entrance is not on the closest corner of the building to the Company feed point. All meter sockets and metering equipment shall be installed in accordance to Company requirements.

C. Temporary Service for Construction of Permanent Facilities. The customer's temporary service must meet the National Electrical Code requirements and pass inspection by either the Local State Electrical Inspector or a licensed master electrician. The temporary service shall be placed no farther than 10 feet from the permanent meter location or at the location of the pad mount transformer. A temporary service connection charge will be assessed as described in Section IV. - Schedule of Charges.

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D. Winter Construction. An additional winter construction charge will be assessed to all individual underground services and platted developments except for short service extensions to residences and businesses. Installations made between November 1 and April 1 are subject to winter construction charges. Refer to Section IV. - Schedule of Charges.

E. Transformer Pad. A customer requesting three-phase service shall furnish a concrete pad and guard posts as required for the pad-mounted transformer in accordance with specifications provided by the Company.

### **4.3 OVERHEAD SERVICE EXTENSION.**

A. Meter mounted on building. The Company will provide the electric meter and service conductor to a customer-owned service mast. Extra charges may be assessed if the customer's service entrance is not on the closest corner of the building to the Company feed point.

B. Meter mounted on pole. The Company will provide the electric meter and service conductor to a customer-owned service mast on the Company-owned pole.

**4.4 EXTENSIONS TO AND WITHIN PLATTED DEVELOPMENTS.** Before the Company will extend facilities into a platted development, the developer will be required to:

- Submit a finalized plat drawing.
- Have road and ditches to final grade.
- Have utility easements defined on the plat drawing.
- Have all lot corners identified.
- Complete a developer's Electric Distribution System Agreement form.
- Submit payment as defined in Section IV - Schedule of Charges.

**4.5 EXTENSIONS TO NON-STANDARD LOADS.** When service is requested for a non-standard load, the customer will be required to pay for the new service prior to construction. A non-standard load is defined as either:

- A service that has revenue too low to amortize the construction costs.
- A service that is or may be temporary in nature.

The payment is the larger of:

- Basic non-standard line extension fees. Refer to Section IV. - Schedule of Charges.
- **OR** Installed cost of the project based on the lesser of the estimated or actual cost.

**4.6 ELECTRIC MOTOR REQUIREMENTS.** Single-phase motors over 7.5 horsepower and three-phase motors over 75 horsepower shall have starting equipment that is acceptable to and approved by the Company.

### **4.7 AVAILABLE VOLTAGES.**

Nominal alternating current, 60 hertz voltages available:

- Single-phase:  
240/120 Volt, 3 wire

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Multi-phase grounded "wye":

208/120 Volt, 4 wire

480/277 Volt, 4 wire

Contact the Company for other available voltages.

**4.8 LINE DESIGN.** The routing, design, and construction of the Company's line shall be accomplished in the most economical and practical manner with consideration given to future expansion. If a customer or unit of government desires construction which involves unnecessary expense on the part of the Company, the incremental expense shall be paid by the applicant in the form of a contribution of aid-to-construction or assessment to customers of that unit of government.

**4.9 OWNERSHIP OF FACILITIES.** The electric service line installed by the Company shall remain the property of the Company. Any contribution of aid to construction made by the customer shall not entitle the customer to ownership interest therein.

**4.10 MIDLINE TAPS.** There may be instances where the Company will service additional customers from a line extension serving an existing customer who paid an aid-to-construction fee for the entire extension. The Company reserves the right to refund a portion of the existing customers' aid-to-construction fee in such instances. Such refund will be limited to the original customer and must occur within three years of the date of construction.

The right-of-way clearing must be completed prior to the scheduling of construction.

**4.11 SERVICE CHANGES.** The Company will normally not charge the customer for a service change or upgrade except as follows:

A. Customer requested overhead to underground conversion. See Section IV. - Schedule of Charges.

B. Where new electric service location changes from the existing service entrance location, which causes Company to construct additional service equipment. See Section IV. - Schedule of Charges.

C. When the customer requests an upgrade from single-phase to three-phase and/or the customer's load is determined to be a non-standard electrical load. See Section IV. - Schedule of Charges.

### **4.12 LINE RELOCATION**

A. Road Construction. Governing bodies shall be charged the actual cost (less upgrade) of relocation when the electric plant to be moved is located on private property. No charge will be made for relocation because of road construction by counties, townships, or cities when Company facilities are located on public road right-of-way. If, as part of the line relocation, a county, township, city or state imposes unusual or special design requirements resulting in excessive cost to the Company, the Company reserves the right to charge or recover expenses created by that special requirement from the requesting party.

B. Other Utility Requirements. The cost of temporary or permanent relocation required by other public utility construction, including gas, cable TV, telephone, and other electric, will be charged to the owner of the utility. When a municipal requests the Company to relocate its facilities located in public right-of-way to accommodate the municipal's sewer, or water construction, there will be no charge to the municipal unless otherwise agreed to in a

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franchise agreement. If, as part of the line relocation, a county, township, city or state imposes unusual or special design requirements resulting in excessive cost to the Company, the Company reserves the right to charge or recover expenses created by that special requirement from the requesting party.

C. **Private Owner Requirements.** The owner will be charged the actual cost of relocation of overhead or underground service lines that have been installed to furnish service at a location requested by that owner or a previous owner, and later a relocation is necessary because of a revision in the owner's plans or use of the property. If a customer requests an overhead system to be converted to underground, the costs will be determined by a Company representative based on standard unit costs. See Section IV. - Section of Charges.

D. **Point of Attachment.** If building additions or modifications are constructed such as to require a larger service entrance or create a violation of the National Electrical Safety Code, the property owner shall provide, at their own expense, the necessary new or larger-capacity point of attachment for the Company that meets Code requirements. No charge will be made for shifting service conductors from one point of attachment to another in such cases providing the location of the customers service entrance does not significantly change in location.

E. **Damage to Customer-Owned Underground Facilities.** The Company is not responsible for repairing damage to any underground facility owned by the customer, that are not clearly and accurately located by the customer prior to the Company's construction activities.

**4.13 RIGHT-OF-WAY EASEMENTS.** Written easements, authorizations via the Application for Electric Service, or acceptances shall be obtained for all construction and maintenance, when necessary, from landowners. As a condition of service, a customer requesting service must grant access to his/her property and also has the responsibility for obtaining necessary easements on any neighboring property that might be encroached upon by the construction of his/her service.

The developer of a new subdivision shall record with the plat of the subdivision a public utility easement. Such easements shall include a legal description of areas within the plat which are dedicated for utility purposes.

Where public utility easements exist and can be utilized, permits for the placement of distribution lines on such public right-of-way shall be obtained as required.

### **4.14 RIGHT-OF-WAY MAINTENANCE.**

Systematic Line Maintenance. The Company may, from time to time, conduct a systematic program of right-of-way maintenance. The Company will trim, cut, or remove trees that in its judgment may cause an interruption in service, endanger the Company's electric lines, or present a safety hazard. The Company may also utilize approved herbicides in its line maintenance program. The Company will make a reasonable effort to inform customers of its line maintenance program prior to starting the work.

Where possible, offending trees shall be removed entirely. Tree trimming must provide at least 10 feet of clearance from the Company's conductors, provided, however, that the Company reserves the right to trim, cut, or remove trees farther than 10 feet from the

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Company's conductors, if the Company determines that this additional clearance is clearly necessary to accomplish the purposes of its line maintenance program. Any tree trimming, cutting, or removal shall conform to any recorded easements. By receiving electric service from the Company, the customer is deemed to consent to the Company's entrance on the customer's property to trim, cut, or remove trees and other vegetation, including the application of approved herbicides, as the Company determines to be necessary for its line maintenance program.

Special Trimming. The Company will trim or cut trees that, in its opinion, endanger the Company's electric lines. In such cases where a property owner wants a tree removed, and the Company's electric wires present an obstacle, the Company will, during regular working hours, (1) remove the lines temporarily while the work is being done by the owner, or (2) fall the tree and leave the clean up work to be done by the owner; in both cases no charge will be assessed the owner.

Storm Damaged Trees. If trees have been damaged by a storm, cutting and trimming will be done to remove the danger and repair the lines. Clean up work in such cases shall be the responsibility of the property owner/customer.

Customer-Owned. The Company is not responsible for the following:

- Trimming or removal of trees that endanger the owner's own lines located beyond the point of service.
- Trimming and/or removing shrubs to gain access to pad-mount equipment located on a utility easement. Damages to shrubs caused when accessing the equipment shall be repaired by the customer. Authorized agents of the Company will take the necessary precautions to try to minimize the damages when practical.

**4.15 RIGHT-OF-WAY CLEARING (NEW SERVICES).** The customer submitting for new service is responsible for necessary tree clearing and/or trimming along the line extension route. The Company will provide clearing specifications which will aid the applicant in meeting proper clearance.

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### **PART 5 CUSTOMER-OWNED GENERATING FACILITIES**

**5.1 GENERAL.** This section covers general requirements for customer-owned generation, including three-phase commercial and industrial, and single-phase small commercial and residential. Cogeneration and small power producers that qualify under the Public Utilities Regulatory Policies Act (PURPA) should also refer to the Cogeneration and Small Power Production section of this rate book.

#### **5.2 GENERATION INTERCONNECTION GENERAL REQUIREMENTS.**

Generation owned by residential, commercial or industrial customers or small power producers, including open transition, closed transition, and extended parallel systems, must be installed and operated in accordance with the Company's Technical Requirements and Interconnection Agreements, herein after called the Interconnection Requirements. Any customer who operates their facility in non-compliance with these provisions will be subject to discontinuance of service. The customer must maintain public liability insurance as a condition of service at a minimum amount as specified in the Company's Interconnection Requirements.

A. No customer may connect an independent source of power in parallel with the Company's system without prior written consent of the Company. Any customer desiring to generate in extended parallel operation with the intent to export power to or wheel power across the Company's distribution system shall execute a contract with the Company containing terms and provisions regarding metering and billing, technical, and operating parameters for the customer's independent source of power and shall set up and operate the independent source in accordance with the Company's Interconnection Requirements for Dispersed Generation.

B. The interconnection of customer's facilities with the Company's system shall not interfere with the quality of the Company's service to any of its other customers.

C. The Company reserves the right to discontinue service if continued parallel operation by the customer results in trouble on the Company's system, such as interruptions, ground faults, radio or telephone interference, surges or objectionable voltage fluctuations or induced harmonics, where such trouble is caused by a customer and the customer fails to remedy the causes thereof within a reasonable time.

D. Single-phase generation to be used for emergency back-up only shall be operated open transition and is not allowed to be connected in parallel with the Company's distribution system. All such power sources shall be installed in accordance with the Company's Interconnection Requirements.

#### **5.3 NON-COMPLIANCE OF CUSTOMER-OWNED GENERATING FACILITIES.**

If a customer of the Company interconnects a generating facility to the Company's distribution system without meeting all the requirements set forth by the Company's Interconnection Requirements, Connexus Energy may refuse to connect or may disconnect a generation system from the distribution system.

The Company is not liable for damage to the customer's equipment when said equipment does not meet all safety and operating requirements.

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### **PART 6 CURTAILMENT OR INTERRUPTION AND QUALITY OF SERVICE**

**6.1 CONTINUITY OF SERVICE.** The Company will endeavor to, but does not guarantee to furnish a continuous supply of electric energy.

The Company shall not be liable for interruptions in service, loss of a phase or phase reversal, or variations in the service characteristics, or any loss or damage of any kind, due to causes or conditions beyond the Company's control. Such causes or conditions shall be deemed to specifically include, but not be limited to the following: act or omissions of customers or third parties; operation of safety devices except when such operation is caused by negligence of the Company; absence or an alternative supply of service; excessive harmonics created by customer-owned load or devices; failure, malfunction, necessary repairs or inspection of machinery, facilities, or equipment; act of God; war; action of the elements; storm or flood; fire; riot or civil disturbances; or the exercise of authority or regulation by governmental or military authorities.

The customer shall be responsible for notifying the Company of interruptions or variations in electric service so that appropriate corrective action can be taken.

The Company reserves the right without previously notifying the customer to temporarily interrupt service for construction, repairs, emergency operations, shortages in power supply, safety, and State or National emergencies and shall be under no liability with respect to any such interruption, curtailment, or suspension.

**6.2 REFUSAL OR DISCONTINUANCE OF SERVICE.** With notice, the Company may refuse, discontinue, or curtail electric service for any of the following reasons: failure to pay amounts payable when due; failure to meet the Company's deposit or credit requirements; breach of contract for service; failure to provide Company with reasonable access to its property or equipment; failure to make proper application for service; failure to comply with the other provision of the Company's rates, rules and regulations; when Company is unable to furnish electric service to customer because it cannot obtain permits, wiring affidavits, or necessary rights-of-way when necessary to comply with any order or request of any governmental authority having jurisdiction.

Upon such notice as is reasonable under the circumstances, the Company may temporarily discontinue electric service when necessary to make repairs, replacements, or changes in Company's equipment.

Without notice the Company may disconnect service to any customer in the event of an unauthorized use of or tampering with the Company's equipment or in the event of a condition determined to be hazardous to the customer, to other customers of the Company, to the public, or to the Company's employees, equipment, or service.

Any discontinuance of supply will not relieve the customer from his/her obligations to the Company.

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**6.3 CURTAILMENT OR INTERRUPTION OF SUPPLY.** Without notice, Company may curtail or interrupt service to any or all of its customers when in its judgment such curtailment or interruption will tend to prevent or alleviate a threat to the integrity of its power supply. In such event the judgment of the Company will be deemed conclusive on all parties involved. The selection by the Company of the customers to be curtailed or interrupted will also be conclusive on all parties concerned, and the Company will be under no liability for any such curtailment or interruption.

Any curtailment or interruption of supply will not relieve the customer from his/her obligations to the Company.

**6.4 SYSTEM DISTURBANCE.** The customer shall not use the service in any way that causes a safety hazard, endangers the Company's facilities, or disturbs service to other customers. Failure to comply with this provision may result in discontinuance of the customer's service.

The customer shall install only such motors and other apparatus or appliances as are suitable for operation with the character of the service supplied by the Company. If the customer's load or devices result in improper voltage or operation of the customer's or the Company's electric system, then the Company may require the customer to take corrective action at their own expense.

The customer shall be responsible for notifying the Company of any additions to or changes in their equipment which might exceed the capacity of the Company's facilities, or otherwise affect the quality of service.

The customer shall install and maintain the necessary devices to protect his/her equipment against service interruptions and other disturbances on the Company's system, as well as the necessary devices to protect the Company's facilities against overload caused by the customer's equipment. Characteristics and installation of all such equipment or devices shall meet the approval of the Company.

**6.5 STRAY VOLTAGE.** Neutral-to-earth voltage is an inherent characteristic of all multi-grounded electrical distribution systems. Some customers may have special electrical requirements which do not tolerate normal neutral-to-earth voltages.

The Company shall work with its customers to identify neutral-to-earth voltages that may exist at abnormally high levels. This investigation will be performed by the Company at no charge to the customer.

If the Company determines that our system is contributing to the problem, then the neutral isolator will be installed for no charge. If the customer specifically requests a neutral isolator even though the Company has determined that our system is not contributing to the problem, then the customer will be charged for the device. See Section IV. - Schedule of Charges.

The Company will own and maintain the isolation device for the life-time of the service.

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**PART 7 COMPANY'S RIGHTS**

**7.1 WAIVER OF RIGHTS OR DEFAULTS.** No delay by the Company in enforcing any of its rights may be deemed a waiver of such rights, nor may a waiver by the Company of any of a customer's defaults be deemed a waiver of any other or subsequent defaults.

**7.2 MODIFICATION OF RATES, RULES, AND REGULATIONS.** The Company reserves the rights, in any manner permitted by law, to modify any of its rates, rules, and regulations or other provisions now or hereafter in effect.